



**COLLECTIVE BARGAINING AGREEMENT**

*between*

**COLUMBIA COUNTY, OREGON**

*and*

**COLUMBIA COUNTY SHERIFF SERGEANTS  
ASSOCIATION**

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## **PREAMBLE**

This Agreement entered into by COLUMBIA COUNTY, OREGON, hereinafter referred to as the "County" which shall include the Board of County Commissioners and the Sheriff of Columbia County as the elected officials directly responsible to the citizens of Columbia County for operation of the department covered by this Agreement, and the COLUMBIA COUNTY SHERIFF SERGEANTS ASSOCIATION, hereinafter referred to as the "Association", has as its purpose the promotion of harmonious relations between the County and the Association; the establishment of an equitable peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE 1 – DEFINITIONS**

**ADMINISTRATIVE LEAVE:** A directed leave with pay from regularly scheduled employment, which is not a form of discipline.

**ANNIVERSARY DATE:**

- A. The regular anniversary date is the 1<sup>st</sup> day of the month in which the employee is hired into a position which, at the end of the employee's probationary period, will result in the employee becoming a REGULAR EMPLOYEE. If the employee is hired between the 1<sup>st</sup> and the 15<sup>th</sup> day of the month inclusive; or the 1<sup>st</sup> day of the next month if the employee is hired on or after the 16<sup>th</sup> day of the month. This is the date utilized for salary step increases unless a promotional anniversary date applies, vacation accrual adjustments, longevity, and sick leave accrual.
- B. The promotional anniversary date is the 1<sup>st</sup> day of the month in which the employee is promoted if the employee is promoted between the 1<sup>st</sup> and 15<sup>th</sup> day of the month inclusive; or the 1<sup>st</sup> day of the next month if the employee is promoted on or after the 16<sup>th</sup> day of the month. The promotional anniversary date applies only to step increases.
- C. Except for leave without pay due to a legally protected status, anniversary dates shall be adjusted to exclude periods of authorized leave without pay pursuant to Article 7 and layoff pursuant to Article 11.

**BARGAINING UNIT EMPLOYEE:** An employee who is a member of the Bargaining Unit as provided by Section 2.1 of this Agreement.

**BREAK IN SERVICE:** Any separation from employment if the employee quits, is terminated, or fails to accept recall within twenty-four (24) months. Periods of authorized leave without pay or layoff of twenty-four (24) months or less shall not be considered a break in service.

**BUSINESS DAY:** Monday through Friday, excluding holidays.

COUNTY: The County acts as employer by and through the Sheriff and the Human Resources Director or their designees.

DATE OF HIRE: The date an employee first performs paid service for the County in a bargaining unit position, without a break in service.

DISMISSAL: The separation of an employee from County employment as a result of disciplinary action.

EMPLOYEE: As used in this Agreement, unless the context expressly provides otherwise, the term “employee” shall mean “bargaining unit employee” as defined above.

FULL-TIME EMPLOYEE: An employee whose regular work schedule is forty (40) or more hours per week.

LAYOFF: A separation from County employment for reasons not reflecting discredit on an employee and for reasons outside of the employee’s control.

NOTICE: Notice to the County is written notice to the Human Resources Director and the Sheriff, or their designees. Notice to the Association is written notice to the Association President and the Association’s legal counsel or their designees. Notice is effective when delivered to the office address of each representative.

PART-TIME EMPLOYEE: An employee whose regular work schedule is at least twenty (20) hours per work week but less than forty (40) hours per work week.

REGULAR EMPLOYEE: An employee hired into a position who has completed the initial probationary period.

RESIGNATION: An employee’s voluntary separation from County employment.

RETIREMENT: A separation from County employment with the intent to receive retirement benefits.

SENIORITY: Seniority shall be based on an employee’s total length of employment within the bargaining unit unless there is a break in service. Except as provided in Article 11.4 periods of leave without pay, except for FMLA/OFLA leave or layoff of twenty-four (24) months or less shall not be included in computing seniority. Seniority shall be pro-rated for part-time employees. Seniority is forfeited after a break in service.

SUPERVISORY EMPLOYEES: Supervisory employees as defined by ORS 243.650(23).

SUSPENSION: The temporary separation, other than administrative leave or a leave of absence, of an employee from County employment in connection with a disciplinary action.

WORK: Work as defined in this Agreement includes hours of work and also paid leaves such as vacation leave, sick leave, holidays and compensatory time.

## **ARTICLE 2 – BARGAINING UNIT AND RECOGNITION**

### **2.1 The Bargaining Unit**

The bargaining unit shall consist of all Sergeants of the Columbia County Sheriff's Office.

### **2.2 Recognition**

The County recognizes the Association as the exclusive collective bargaining representative of all employees in the bargaining unit for the purpose of negotiating with respect to wages, hours and related terms and conditions of employment for such employees.

## **ARTICLE 3 – ASSOCIATION RIGHTS**

### **3.1 Association Membership**

Membership or non-membership in the Association shall be the individual choice of an employee, and employees must affirmatively consent to join the Association in order to become a member.

### **3.2 Checkoff**

For employees who choose to become a member of the Association, the County agrees to deduct Association membership dues once each month from an Association member's paychecks. The amounts to be deducted shall be certified to the County by the Association, and the aggregate deductions of all Association members shall be remitted, together with an itemized statement, to the Association, by the tenth (10<sup>th</sup>) day of the succeeding month after such deductions are made. The itemized statement shall include each employee's name, mailing address, classification, and amount deducted. It shall identify new and separated employees. An Association member's authorization payment shall be done on a form provided by the Association subject to review by the County. The County shall deduct the appropriate dues from an Association member's paycheck following the first thirty (30) calendar days of work only if the appropriate deduction form has been received and signed by the employee. The Association agrees to indemnify, defend and hold harmless the County for any loss or damage arising from the operation of this section; however, the County shall be responsible for the cost associated with enforcing any indemnification. It is also agreed that neither any employee nor the Association shall have any claim against the County for any deductions made or not made unless a claim of error is made in writing to the County within ninety (90) calendar days after the date such deductions were or should have been made.



### **3.3 Rights of the Parties**

The Association and the County agree not to discriminate unlawfully or to act in an arbitrary, capricious or unfair manner in the application and interpretation of the terms of this Agreement.

## **ARTICLE 4 – HOLIDAY**

### **4.1 Days Recognized**

The following days shall be recognized as holidays:

New Year's Day – January 1<sup>st</sup>  
Martin Luther King Jr's Birthday – Third Monday in January  
President's Day – Third Monday in February  
Memorial Day – Last Monday in May  
Juneteenth – June 19<sup>th</sup>  
Independence Day – July 4<sup>th</sup>  
Labor Day – First Monday in September  
Veterans' Day – November 11<sup>th</sup>  
Thanksgiving Day – Fourth Thursday in November  
Day after Thanksgiving  
Christmas Day – December 25<sup>th</sup>  
Three (3) Floating Holidays

Any other day which the Board of Commissioners or the State of Oregon declares a holiday will be recognized and observed as such.

### **4.2 Observed Holidays**

A. Employees shall recognize holidays per 4.1 above. If a recognized holiday falls on an employee's regular scheduled day off, the employee shall take a day off as is mutually convenient for the Sheriff or the Sheriff's designee and the employee. All holiday leave accrued under this section but not used at the end of the fiscal year shall be paid no later than June 30<sup>th</sup> of each year. If a recognized holiday falls on an employee's regularly scheduled workday, the employee shall be paid at the holiday pay rate in 4.6 below, unless assigned to take the holiday off. If an employee is assigned to take the holiday off, then the employee shall be compensated with the same number of holiday hours as their regularly scheduled work hours per Article 16.1.

### **4.3 Floating Holidays**

Three (3) floating holidays shall be credited to those employees on the payroll on July 1<sup>st</sup> of each fiscal year. Two (2) floating holidays shall be credited to those employees hired on the payroll after July 1, and on or before January 1, of each fiscal year. One (1) floating holiday shall be

credited to those employees hired on the payroll on or after January 1, and on or before June 30, of each fiscal year. Each floating holiday shall consist of holiday leave equal to the number of hours the employee is scheduled to work on the date the Floating Holiday is used. Floating holidays must be used by June 30<sup>th</sup> of each fiscal year, or they will be lost, unless the Sheriff's Office has canceled, prevented, or denied use of a floating holiday, in which case, a floating holiday accrued but unused on June 30<sup>th</sup> of the fiscal year will be paid at the employee's current rate of pay. Such time off will be available at the discretion of the employee, with the consent of the Sheriff or the Sheriff's designee. The Sheriff or the Sheriff's designee will recognize seniority in any conflicts of scheduling.

In addition to the floating holidays credited above, employees with five (5) years of service or more, who at the beginning of each fiscal year have a cumulative sick leave balance of four hundred (400) hours or more, may elect to use sick leave for the equivalent of one (1) additional floating holiday each fiscal year. This one (1) additional floating holiday shall be used as provided for in Section 4.3 above.

#### **4.4 Holiday Pay**

Eligible employees shall receive eight (8) hours of regular pay for each of the holidays listed above or employees may elect to accrue the eight (8) hours of holiday pay on which they perform no work. Eligible employees will be those on pay status the last scheduled workday before and the next scheduled workday after the holiday, unless on authorized leave, or as required by law.

#### **4.5 Holiday Pay During Leave**

Should an employee be on an authorized paid leave when a holiday occurs, the employee shall not be charged for such paid leave but shall instead be charged for holiday pay.

Employees drawing workers' compensation benefits shall receive a supplement from the County for the holiday in an amount equal to the difference between the employee's regular daily pay and that received for one (1) day in workers' compensation benefits. Such supplement shall not be charged against an employee's accrued sick leave or vacation leave. Such holiday pay supplement shall be in effect for the first six (6) consecutive months or until an employee has exhausted all paid leave, whichever is later.

#### **4.6 Holiday Work**

If an employee works on any of the holidays listed above in 4.1, the employee shall be paid, in addition to the holiday pay, time and one-half (1 ½) for all hours worked, except that where an employee works on Christmas Day, New Year's Day, Thanksgiving Day or Labor Day, the rate shall be double time (2). Premium pay shall be earned only for hours worked on the actual day and under no circumstances will the County pay time and one-half (1 ½) for both the actual day and the observed day under this section. The employee may elect to receive compensatory time off at the rates set forth in this section in lieu of pay for holiday work subject to compensatory time

off limitations established in Article 10.

## **ARTICLE 5 – VACATIONS**

### **5.1 Accrual**

Full-time employees shall accrue vacation at the following rates:

Completed Months of Service:	Hours Accrued:
0 through 60 Months	8.0 Hours/Month
61 Months through 120 Months	10.0 Hours/Month
121 Months through 180 Months	12.667 Hours/Month
181 Months through 240 Months	14.0 Hours/Month
241 Months +	16.0 Hours/Month

Completed months of service shall include all periods of employment by Columbia County unless there is a break in service. Vacation leave shall be accrued at the end of the month in which it is earned.

Employees serving the initial and not promotional probation period are ineligible to take vacation during the first six (6) months of employment and shall be credited with vacation for that time on the first (1st) day of the seventh (7<sup>th</sup>) month of employment.

For the purpose of vacation accrual, employees hired as lateral transfers will be granted credit for years of service with other jurisdictions performing similar work, as determined by the Sheriff.

### **5.2 Maximum Accrual and Payment**

No employee shall accumulate more than a maximum of 400 hours of vacation leave. Once an employee's vacation accrual balance reaches 400 hours, no additional hours shall accrue until the balance is below 400.

For the purpose of accrual, the employee's initial anniversary date shall be utilized, unless an employee was hired as a lateral transfer.

Employees may choose to be paid for one week (equal to the employee's regular work week hours) of accrued vacation and/or compensatory leave, provided the employee has a combined accrued vacation compensatory leave balance of at least 100 hours before the payout. This option may be exercised once every twelve (12) months. However, employees must notify their supervisor by March 1<sup>st</sup> in order for payment to be made in the following fiscal year. The County may refuse to pay employees under this provision if notice is not given by the employee by the required date.

If the County cancels a pre-approved scheduled vacation leave and the employee is otherwise

unable to utilize that leave before reaching the 400-hour cap, upon request from the employee, the County will pay the employee for the specific number of hours of leave cancelled and unable to be rescheduled which would otherwise exceed the 400-hour cap.

The Union explicitly, clearly, and unmistakably agrees to the following waiver: Any amounts paid to employees under the tenants of this section for accrued vacation and/or compensatory leave payouts are specifically not to be included in the calculation of an employee's overtime rate.

### **5.3 Utilization**

An employee may not utilize accrued vacation during the employee's first six (6) months of service; thereafter, employees shall be permitted to choose either split or entire vacation periods and shall take not less than five (5) working days of vacation annually.

Whenever practical, and consistent with the needs of the County and the availability of vacation relief coverage, employees shall have the right to make selections and take vacation leave times. Selection will be facilitated by seniority. The Sheriff or the Sheriff's designee has the right to specify and periodically adjust minimum staffing requirements and the maximum number of employees allowed off on vacation leave at the same time to ensure adequate staff coverage. The Sheriff or the Sheriff's designee will not deny or rescind a vacation request for other than a legitimate operational need. Seniority shall prevail in the event of conflict between employees over the choice of vacation dates. The Sheriff or the Sheriff's designee will allow employees with the conflict to attempt to resolve the issue themselves prior to imposing the right of seniority.

After the vacation list is established all other vacation leave time requests made by employees shall be considered on a first-come, first-served basis. The Sheriff or the Sheriff's designee shall consider all written requests for vacation leave time within two (2) weeks, and whenever practical, will endeavor to grant requests for vacation leave, especially those deemed to be of emergency nature.

Employees shall not be mandated to work a scheduled day off immediately prior to or immediately after an approved vacation covering the entire period between the scheduled days off.

### **5.4 Separation from Employment**

In the event an employee is separated from employment for any reason, all accumulated and unused vacation leave shall be paid either to the employee or to the employee's estate. An employee who separates from employment prior to the completion of six (6) months of service shall not receive vacation pay.

## **ARTICLE 6 – SICK LEAVE**

### **6.1 Accrual**

Full time employees shall accrue sick leave at the rate of eight (8) hours for each month worked. Sick leave shall be accrued at the end of the month in which it is earned.

### **6.2 Maximum Accrual and Payment**

An employee may accumulate up to two thousand eighty (2080) hours of sick leave for use or retirement credit purposes. No other compensation for accrued sick leave shall be provided to an employee except as provided for in Section 6.9 or 6.10 below.

### **6.3 Scope**

Sick leave shall encompass absences from work by reason of illness, injury, disability or incapacity, or because of any condition requiring the care and attendance of a health care provider, or confinement in a hospital or convalescent institution or for other reasons as provided by federal or state law. Whenever practical, employees shall schedule routine, non-emergency appointments with health care providers outside of their normal working hours.

### **6.4 Utilization**

Should an employee be unable to report to work due to illness or injury, the employee shall report the reason for such absence to the Lieutenant, Jail Commander, or Chief Deputy at least one (1) hour prior to the normally scheduled start of the employee's work shift. If the employee is incapable of notifying the County, the employee shall make a reasonable attempt to have someone else notify the County for the employee. Said report shall include the employee's expected length of absence.

Sick leave may be utilized for illness or injury in the employee's immediate family (spouse, parent, sibling, child, or member of immediate household) provided the employee's presence is required.

Employees abusing sick leave may be subject to discipline. The ability to attend work regularly is an essential job function. Abuse of sick leave will be managed in accordance with Appendix B and Article 12.

The County retains the right to take corrective steps to deal with abuse of sick leave. Subject to Paid Leave Oregon (PLO), the Oregon Family Leave Act (OFLA), and the Federal Family Medical Leave Act (FMLA) requirements, such corrective steps may include requiring County-paid medical consultations or health care provider statements for absences of more than three (3) consecutive days, informal warnings, or formal discipline up to and including dismissal.

### **6.5 Substantiation**

Sick leave exceeding three (3) working days may require a health care provider certification and evidence that the employee was under a health care provider's care. When sick leave is used for family leave purposes, or a leave is declared to be family leave by the County on a provisional basis, the leave will be counted against the employee's family leave entitlement. The employee may be required to have the employee's health care provider complete a health care provider certification form to support the use of sick leave running concurrently with family leave and to obtain a second and/or third opinion as provided by law. Should the employee be required to provide a certification for family leave purposes, the County shall bear the cost of any certification. Employees may be required to provide a fitness for duty certification before returning from medical leave taken for the employee's own serious health condition.

Any employee who is absent for more than three (3) days in a family leave calculation year for the purpose of caring for a child who requires home care may be required to obtain certification to support any subsequent absence for this purpose. The certification of health care provider cost incurred by the employee, if any, shall be paid by the County. Rights and responsibilities under this Agreement shall be construed in a manner which is consistent with the Federal and Oregon Family Leave laws.

#### **6.6 Transfer of Sick Leave**

An employee having accumulated and unused sick leave may transfer up to forty (40) hours per fiscal year of their accumulated and unused sick leave to any other County employee, whether in or out of the bargaining unit, who is suffering from an injury, disability, or illness preventing the employee from returning to work and who has exhausted all accumulated sick leave, accrued vacation leave, and other leave with pay to which the employee may be entitled. Sick leave contributions may be made only in units of whole days or eight (8) hours.

Employees receiving transfers of sick leave shall be considered on paid status for the purpose of all benefits and rights under this Agreement.

No employee receiving a transfer of sick leave under this section shall be eligible to receive more than four hundred eighty (480) hours in any one (1) fiscal year. No regular employee may receive or use a transfer of sick leave to extend leave for a period of longer than twelve (12) consecutive months. An employee in an initial probationary period may receive a transfer of sick leave of no more than a total of five (5) days during the first six (6) months after hire and no more than a total of ten (10) days during the first twelve (12) months after hire. If an employee receives transferred sick leave during the employee's initial probationary period, the employee's probationary period under Article 12.4 will be extended by that amount of time.

#### **6.7 Bereavement Leave**

In addition to regular sick leave, an employee shall be granted up to five (5) days of bereavement leave, with regular salary and benefits, as may be necessary as a period of mourning, to make household adjustments, arrange for funeral services, or to attend funeral services in the event of

death in the immediate family of the employee.

If additional time off is needed for the above reasons, an employee may take up to a total of ten (10) days (in compliance with the Oregon Family Leave Act (OFLA)), drawing from accumulated sick leave, if available. If there is no accumulated sick leave, then vacation, comp or floating holiday leave shall be taken. If there is no other accumulated leave available, then unpaid leave may be taken.

Immediate family is defined as required by OFLA, which presently includes the spouse, domestic partner, child or the child's spouse or domestic partner, grandparents or grandparents of spouse or domestic partner grandchildren or grandchildren's spouse or domestic partner, parent or the parent's spouse or domestic partner, sibling or stepsibling or sibling or stepsibling's spouse or domestic partner, or any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship..

#### **6.8 Illness During Leave**

Should an employee become ill while on vacation leave, such period of illness may be charged against accrued sick leave, if verified by a health care provider.

#### **6.9 Layoff or Death**

In the event of an employee's layoff or death after sixty (60) consecutive months of County service, the employee or employee's estate/beneficiary shall be paid for fifty percent (50%) of accrued sick leave up to a maximum of five hundred twenty (520) hours. Said payment shall be calculated using the employee's last hourly rate of pay.

If an employee is killed in the line of duty, the County will pay to the estate/beneficiary of the employee, one hundred percent (100%) of the employee's accumulated sick leave at the time of death, calculated using the employee's last hourly rate of pay.

#### **6.10 Retirement**

In the event of an employee's retirement after sixty (60) consecutive months of County service, the employee shall be paid up to fifty percent (50%) of accrued sick leave up to a maximum of five hundred twenty (520) hours at the employee's election. Said payment shall be calculated using the employee's last hourly rate of pay. In addition, fifty percent (50%) of the employee's accrued, unpaid sick leave shall be reported and credited to the Public Employees Retirement System (PERS), pursuant to ORS 237.610 et seq.

## **ARTICLE 7 – OTHER LEAVES**

### **7.1 Leaves of Absence**

Leaves of absence without pay or accrual of other benefits for a limited period, not to exceed six (6) months, may be granted upon written request for any reasonable purpose where, in the judgement of the Sheriff or Sheriff's designee, the work of the department will not be seriously handicapped by the temporary absence of the employee requesting such leave. Leave of absence without pay will not be granted (except for military duty) until all the employee's accrued vacation leave, and other leave with pay (except sick leave) has been exhausted.

At the discretion of the Sheriff or the Sheriff's designee, upon written request by the affected employee such leave may be renewed or extended up to an additional six (6) months.

No leave will be granted to an employee to accept employment in any other capacity, except military duty, unless approved by the Sheriff or the Sheriff's designee.

Any employee who has been granted a leave of absence without pay and who, for any reason, fails to return to work at the expiration of said leave of absence without pay, shall be considered as having resigned the employee's position with the County, and the employee's position shall thereupon be declared vacated, except and unless the employee, prior to the expiration of the leave of absence without pay, has made application for and has furnished evidence that the employee is unable to return to work by reason of illness, injury, or physical disability.

### **7.2 Jury Duty/Witness Appearance**

Employees shall be granted leave with regular pay any time they miss their regularly scheduled shift because they are required to report for jury duty or jury service. Employees assigned to swing shift or graveyard shift called to jury duty or jury service for more than four (4) hours shall be given the following graveyard or swing shift off with pay. Absence of an employee duly required to attend a proceeding and testify as a witness, in an employee's personal capacity, under subpoena, shall be allowed without loss of compensation in order to testify in any job-related matter.

If the employee receives jury duty pay or witness pay (excluding mileage reimbursement) from any source while on paid status, then that money shall be given to the County.

Employees who are excused from jury service before the end of their normal shifts shall immediately report their availability for assignment to their supervisors.

Employees whose jury service is away from the Columbia County Courthouse shall report their availability to their supervisors when excused if two (2) or more hours of their shift remain.



### **7.3 Association Business**

Employees elected to any Association office or selected by the Association to do the work or to participate in any other Association activity which takes them from their employment with the County may, at the written request of the Association, be granted a leave of absence without pay; however, the employee will maintain and accrue seniority for benefits.

A leave of absence without pay for such activity shall not exceed one (1) month but may be renewed or extended for a period not to exceed three (3) months. An employee returning from this type of leave of absence without pay shall be reinstated to the employee's former position, unless the employee has been laid off pursuant to Article 11.8 relating to layoff and recall.

### **7.4 Education Leave**

- A. **Extended:** After completing one (1) year of service, an employee, upon written request, may be granted a leave of absence without pay for education purposes. The period of such leave of absence shall not exceed one (1) year but may be renewed or extended at the written request of the employee and approved by the Sheriff. A written request for educational leave shall be made not less than thirty (30) days prior to the date of the leave.

One (1) year leaves of absence, with any requested extensions, for education purposes shall not be provided more than once in any three (3) year period.

- B. **Optional:** Employees may also be granted leaves with pay for educational purposes, for reasonable lengths of time, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability related to employment with the County, with the approval of the Sheriff or the Sheriff's designee.
- C. **Required:** Whenever the County requires an employee to attend a school, seminar, or workshop to improve work skills, the County will pay the full cost of lost wages and benefits and shall pay all reasonable and necessary expenses.
- D. **Return from Leave:** Any employee who has been granted education leave and fails to return to work at the expiration of said leave, shall be considered as having resigned the employee's position with the County, and the employee's position shall thereupon be declared vacated. An employee returning from education leave shall be reinstated to the employee's former position provided the County has a vacancy, unless the employee has been laid off pursuant to Article 11.8 relating to layoff and recall.

### **7.5 Parental and Family Leave**

Family leave may be taken pursuant to applicable state and federal law. Generally, these laws

provide leave for the employee's own serious health condition, for the serious health condition of specified family members, for parental leave purposes, and to care for a child who needs home care but does not have a serious health condition. While out on such leave, an employee shall utilize accumulated sick, vacation time, compensatory time, and holiday time, unless the employee has applied for and been approved for Paid Leave Oregon (PLO). After using all paid time, the employee may take leave without pay unless State or Federal law requires otherwise and the employee requests otherwise in writing. Except as provided by law, family leave shall not exceed twelve (12) weeks leave may be available for a female employee who needs pregnancy disability leave, and, if the employee (male or female) utilizes family leave for parental leave purposes, additional leave may be available to care for a sick child who requires home care but does not have a serious health condition.

#### **7.6 Concurrent Leaves**

Except where otherwise required by law, all leaves including sick leave, vacation leave, state and federal family leave, and unpaid leaves of absence, will run concurrently and be counted against the employee's annual family leave entitlement when the leave is for a family leave purpose. If the leave is for a family leave purpose, the employee may be required to provide certifications of health care providers substantiating the reason for the leave, including second and third options and fitness-for-duty certifications. Certifications required by the County will be at County expense. It is up to the County to notify the employee that a leave is being counted against the employee's family leave entitlement.

#### **7.7 Military Leave With Pay**

The County shall grant military leave with pay to the extent required by state and federal law.

#### **7.8 Military Leave Without Pay**

The County shall grant military leave without pay to the extent required by state and federal law.

#### **7.9 General**

Time spent on authorized leaves of absence shall not be considered a break in the employee's service to the County.

Periods of authorized leave with pay shall be counted as service for the purpose of all benefits provided under this Agreement.

Time spent on leave-of-absence without pay in excess of fifty percent (50%) of any one (1) calendar month shall not be counted for vacation and sick leave accrual for that month.

#### **7.10 Administrative Leave**

Employees placed on administrative leave shall continue to receive their pay and accrue benefits during their administrative time off from regularly scheduled employment. With reasonable notice, the employee may be required to be available for investigations and interviews.

Employees who have been charged with a misdemeanor or felony will be placed on unpaid administrative leave. If the charges are dropped (and no charges are added or are re-filed) or the employee is found not guilty in a court of law, the employee shall be made whole in all matters related to the unpaid administrative leave. However, if additional, unrelated charges are filed against the employee during the unpaid administrative leave for the initial charge, the employee will not be made whole until and unless the employee is found not guilty, or the charges are dropped in the succeeding matter.

### **ARTICLE 8 – SEVERENCE PAY**

Any employee who has completed twelve (12) months of service with the County, and who is laid off as a result of causes other than discharge, retirement, or resignation, shall receive two (2) weeks' pay (based upon the employee's regular work schedule) as severance pay in addition to any other accruals of pay and benefits to which the employee is entitled.

### **ARTICLE 9 – HEALTH/WELFARE/RETIREMENT BENEFITS**

#### **9.1 Medical, Dental and Vision Benefits**

The parties agree to add the Sergeants to the labor/management Health Benefits Committee upon ratification of the contract. The County will provide the insurance coverages cited in Subsections 9.1 A – 9.1 I.

The insurance coverages cited in Subsections 9.1 A – 9.1 I may change based upon a recommendation by the Health Benefits Committee and approval of the change by the parties.

- A. **Medical.** The County will provide Kaiser Permanente HMO Plan C14E, Kaiser Added Choice Plan DH14 and the Kaiser High Deductible Plan 1420 \$1500/\$3000 or their substantial equivalents. The County will also provide benefit riders for durable medical equipment, and alternative care.
- B. **Dental.** The County will provide Principal Dental PPO Plan, Willamette Dental DHMO Plan and Kaiser Permanente Dental DMO plan or their substantial equivalent.
- C. **Orthodontics.** The County will provide an orthodontic option that pays 50% of incurred costs up to a maximum of \$1000 in a lifetime for eligible dependent children under eighteen (18) years of age.
- D. **Vision.** The County will provide Vision Service Plan (VSP) as the vision service provider.

Employees will continue to have the option to use Kaiser Vision for eye exams only.

- E. Flexible Spending Accounts. The County will offer employees an option to participate in a pre-tax cafeteria benefit plan for premium conversion, medical reimbursement, and dependent care expenses.
- F. HRA VEBA. Every August 1<sup>st</sup> through the term of this Agreement, the County shall VEBA accounts for eligible employees as follows:

	Employee Only	Two Party	Family
Employees on HMO	\$150 per plan year	\$200 per plan year	\$250 per plan year
Employees on Added Choice	\$50 per plan year	\$75 per plan year	\$100 per plan year

- G. HDHP/HSA Deductible. For employees who chose the Kaiser HDHP Plan, the County shall pay \$1500/\$3000 into a health savings account for the employee at the beginning of the year.
- H. Physical Exams. The County will pay for all required job-related physical examinations, including drug screenings when required and not otherwise covered by insurance.
- I. Cost Share. Effective August 1, 2024, the County will pay monthly premiums for full-time employees (Employee Only). Employees on the Added Choice Plan will pay a \$15.00 monthly surcharge.

Employees who add one family member (Employee +1) to the benefit plans will pay 2% of the monthly plan premium.

Employees who add more than one family member (Family Plan) to the benefit plans will pay 4% of the monthly plan premium.

Monthly premium payments will be pro-rated for part-time employees.

**9.2 Life Insurance**

The County shall provide group life insurance in the amount of \$50,000 for each employee eligible plus coverage for accidental death and dismemberment including dependent life insurance in the amount of \$2,000. Employees may purchase additional coverage through the plan offered by the County. The additional premium shall be deducted from the employee’s monthly paycheck.

**9.3 Workers’ Compensation**

- A. Insured Personnel. All County employees will be insured under the provisions of the Oregon State Workers' Compensation Act.
- B. Supplemental Payment. The County shall supplement the amount received by an employee from the Oregon Workers' Compensation Board for injuries received while in the course of employment by the County. The day of injury shall be considered a workday, and the employee shall receive normal salary for that day.

Supplemental payments by the County in an amount equal to the difference between moneys received from the Workers' Compensation Board and the employee's regular gross take-home pay shall be made for up to thirty (30) working days. Thereafter, at the employee's option, the supplemental payments may continue not longer than the lesser of 1) one (1) year from the date of injury, or 2) a workers' compensation determination that the employee is medically stationary, or 3) a decision based on medical advice that the employee is disabled and unable to perform the essential job functions of the former position with reasonable accommodation. For such period, supplemental benefits shall be debited against the employee's accrued sick leave, vacation, compensatory time and/or transferred sick leave (if applicable) at the rate of one-quarter (1/4) day for each day of payment. When eligibility for supplemental benefits ends, the employee shall be paid 50% of the value of the employee's remaining sick leave balance and other earned leave accruals and released from employment in order to be eligible to apply for PERS disability benefits. The County may require the employee to provide a written verification of injury and release prior to making supplemental payments under this Section.

#### **9.4 Unemployment Insurance**

The County agrees to make unemployment insurance payments as required by State and Federal law.

#### **9.5 Continuation of Benefits**

The County shall continue to pay the insurance premiums less the cost share or voluntary premium coverages for the plans under 9.1 and 9.2 for three (3) months for employees not working because of illness or injury. This period shall be extended for an additional three (3) months for employees absent because of workers' compensation illness or injury.

This continuation period shall begin when the employee has exhausted all available sick leave, vacation time, compensatory time or transferred sick leave.

An employee may thereafter continue the benefits under 9.1 and 9.2 for the maximum period permitted by State and Federal law by paying the required premiums to the County on or before the twentieth (20<sup>th</sup>) day of the preceding month.

Employees who have exhausted their vacation leave, accrued sick leave, compensatory time, and

transferred sick leave may request an unpaid leave of absence under Article 7.1.

#### **9.6 Public Employees Retirement System (PERS)**

The County will pay the employee's contributions to PERS or OPSRP (whichever is applicable to an employee) in accordance with the rules and regulations of the Public Employee Retirement Board.

### **ARTICLE 10 – WAGES**

#### **10.1 Wages and Classification Schedule**

Effective July 1, 2024, all bargaining unit employees shall receive a cost-of-living adjustment of 5.0%.

Effective July 1, 2025, wages will be adjusted for all bargaining unit positions as listed in Appendix A between three percent (3%) and five percent (5%), which shall be based on the annual average for the CPI-U West Region for the prior calendar year.

#### **10.2 Temporary Assignments**

Whenever an employee performs the majority of duties for one (1) workday or more in any one (1) pay period, in a classification above that in which the employee is classified, the employee shall be paid for such hours at a rate which is one (1) step higher than the employee's regular rate or at the base rate for that position, whichever is greater, unless for training purposes and agreed to in writing by the Association.

An employee's pay rate shall not be decreased when temporarily assigned work in a classification with a lower rate of pay.

#### **10.3 Pay Periods**

Employees will be paid bi-monthly. The County may, upon 30 days' notice to the Union, implement a monthly pay cycle. Paydays for each month shall be designated as the 15<sup>th</sup> of the month and the last business day of the month. If the fifteenth (15<sup>th</sup>) falls on a Saturday, Sunday or holiday, the mid-month check shall be ready for the employee on the preceding business day. Any errors in an employee's pay shall be corrected on the next paycheck provided five (5) working days prior written notice is given to the County. The County's obligation to retroactively pay an employee for a payroll error is limited to six (6) months preceding the date the employee should have reasonably known of the error. Similarly, the County's ability to retroactively deduct pay based on a payroll error is limited to six (6) months preceding the date the County should have reasonably known of the error. If a grievance is filed over the payroll error, any award shall be limited to no more than six (6) months preceding the notification by the employee to the County regarding the error.

#### **10.4 Call-Back Time**

A call-back is defined as a County-initiated and unanticipated return to duty of an employee, after release from a regular shift, but before the start of the employee's next shift. Included shall be responses to court subpoenas. Excluded shall be scheduled staff meetings, training sessions and the like. The latter shall be paid under the provisions in Section 10.5, including required travel time. Call-backs for the Corrections Emergency Response Team (CERT) shall be subject to the provisions of section 10.10 E.

Any employee called back to work as defined above shall be credited with overtime for each hour or part of an hour worked outside the employee's regular shift at the rate of time and one-half (1 ½) for all hours worked. However, the employee shall be paid for a minimum of three (3) hours for on-duty days at the rate of time and one-half (1 ½) in addition to any other compensation the employee may be entitled to under this Agreement including full payment for all hours worked during the employee's regular shift.

When the call-back occurs before an employee's normal schedule and the call-back laps over into the employee's regular shift, the employee will be paid time and one-half (1 ½) for all time prior to their normal starting time and ½ time in addition to their normal pay for the remainder of the call-back period.

Any employee called back to work on an off-duty day shall be paid for a minimum of four (4) hours at the rate of time and one-half (1 ½).

Any employee receiving bilingual premium pay who is called back to work in response to a request for a bilingual employee shall receive premium pay as set forth in 10.9 D in lieu of call-back time.

Phone calls of seven (7) minutes or longer, from the County, the Sheriff's Office and/or C-Comm to an off-duty employee shall be compensated at on-half (½) hour of overtime at the employee's regular overtime rate of pay per phone call. It is the intent of the parties to comply with the FLSA and phone calls of less than seven (7) minutes are de minimus.

#### **10.5 Overtime**

Time and one-half (1 ½) of the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:

- A. All work performed in excess of the employee's regularly scheduled workday..
- B. For employees assigned to work a regularly scheduled workday of work shifts, all regular work performed in excess of the FLSA designated Work Period, which shall be one hundred seventy-one (171) hours in a twenty-eight (28) day cycle.

- C. For employees who work a regularly scheduled workday of eight (8) or ten (10)-hour work shifts, all work performed in excess of the employee's regularly scheduled work week of forty (40) hours.
- D. For employees who work a regularly scheduled workday of 12 hours on a 4-12 work schedule under Section 16.2B, all work performed in excess of forty-eight (48) hours in the employee's regularly scheduled eight (8) day work week.
- E. For Employees who work a regularly scheduled workday of 5/4-5/4-5/5 (10.75 hours per day).
- F. An employee attending training full time in a work week in place of the regular work week schedule shall earn overtime only for hours worked over 40 in that week.

Where reasonably practical, employees shall be notified no less than seventy-two (72) hours before they are to work overtime. Such notice may be canceled or changed.

At the employee's option, an employee may elect to receive compensatory time off, at the appropriate overtime rate for hours worked, in lieu of paid overtime.

No employee shall accumulate more than a maximum of eighty (80) hours accrued compensatory time.

If an employee is in excess of the maximum accrual of compensatory time, then the County shall immediately pay that employee for all compensatory time above the maximum accrual in order to bring the employee into compliance unless mutually agreed otherwise by the Sheriff or his designee and the employee. In no event shall any employee lose compensatory time. The County may pay off compensatory leave time leave balances at any time when it determines budgetary funds are available.

Compensatory time may be used with mutual agreement between the employee and supervisor on occasions when such use will not result in payment for shift coverage at the overtime rate and on other occasions only with the supervisor's prior approval. If an employee asserts that the employee has a legal right to use compensatory time when the County has denied use at a time requested by the employee, the County shall purchase the employee's comp time balance.

Employees who work overtime without prior approval from their supervisor may be subject to discipline.

#### **10.6 Distribution of Overtime**

To the extent consistent with the operational needs of the Sheriff's Office, overtime work shall be offered as equitably as is practical to all employees.



Overtime work shall be scheduled by the County as deemed necessary. Overtime work shall be voluntary, so long as a sufficient number of employee's volunteer. If a sufficient number of employees do not volunteer, less senior employees may be required to work the overtime.

A record of overtime hours worked by each employee within the department shall be made available to the Association upon written request to the County.

#### **10.7 Mileage Pay**

Any employee who uses an employee's personal vehicle in the performance of duties as an employee of Columbia County, with the approval of the Sheriff or designee, shall be paid at the cent per mile rate established by the Internal Revenue Service for tax purposes.

#### **10.8 Step Increases**

Employees shall normally be hired at the appropriate salary range.

After completion of twelve (12) months of service, employees who have performed in a satisfactory manner shall be advanced to the next higher step of their salary range, until they have reached step 9. Advancement to the next step will be based upon the employee's anniversary date (regular or promotional, as appropriate) and satisfactory performance.

Any employee who does not receive a satisfactory or better evaluation may appeal the evaluation through the grievance procedure of Article 13.

#### **10.9 Certification Pay**

- A. Any Sergeant who possesses an Associate's Degree or Intermediate Certificate from the Department of Police Standards Safety and Training (DPSST) in the field in which the employee is working shall receive a premium of two and one-half (2 ½%) of base pay per month. This amount shall be added to monthly base pay effective the 1<sup>st</sup> of the month following submittal of proof of certification by the employee.
- B. Any Sergeant who possesses a Bachelor's Degree or Advanced Certificate from the Department of Police Standards Safety and Training (DPSST) in the field in which the employee is working shall receive a premium of five (5%) of base pay per month. This amount shall be added to monthly base pay effective the 1<sup>st</sup> of the month following submittal of proof of certification by the employee.
- C. Any Sergeant who possesses a Supervisory Certificate from the Department of Police Standards Safety and Training (DPSST) shall receive a premium of two and one-half percent (2 ½%) of base pay per month. This amount shall be added to monthly base pay effective the 1<sup>st</sup> of the month following submittal of proof of certification by the employee.

- D. Any Sergeant who is designated by the Sheriff as eligible for bilingual pay and who has been determined to be proficient in languages specified by the Sheriff shall receive a premium of two percent (2%) of base pay per month. Bilingual proficiency is determined by a court interpreter who shall verify fluency to the extent which is reliable and admissible in judicial proceedings. The Sheriff has authority to limit the number of individuals who may be eligible for this premium. Bilingual premium is in lieu of Call Back Pay and employees are not subject to call back pay under Article 10.4.

The maximum pay that may be received for combined certifications is 10%.

### **10.10 Selection and Pay for Special Assignments**

- A. Employees assigned to duties of the following assignments shall receive the following pay premiums, calculated off base step pay, not to include longevity:
  - 1. Detective – Five Percent (5%)
  - 2. Canine Handler – Five Percent (5%)
  - 3. Field Training Officer (FTO) – Five percent (5%)
  - 4. Training Coordinator – Two percent (2%)
  - 5. Corrections Emergency Response Team (CERT) – Two and one-half percent (2.5%)
  - 6. Certified Instructor – One percent (1%)
  - 7. Contract City Position – Two percent (2%)

Employees concurrently assigned to multiple special assignments shall receive up to a maximum of ten percent (10%) for Special Assignments.

The Special Assignments listed above are assignments, and an employee may be so assigned and removed from these assignments at any time, which is controlling even if there is more specific language below. These assignments are not permanent; employees do not have an expectation that premium pay will continue after the assignment has ended. The decision of assigning and removing an employee is the sole discretion of the Sheriff, and the Sheriff's decision is not subject to the grievance process or jurisdiction of any arbitrator.

- B. The Sheriff's Office, at its sole discretion, will select and train employees from Corrections and Enforcement to serve as Field Training Officers (FTO) and/or Certified Trainers. Bargaining unit members selected from each unit shall receive the premium when assigned and performing the duties of an FTO or Certified Trainer. Nothing in this section shall prevent the Sheriff's Office from removing employees assigned duties of an FTO, Certified Trainer.
- C. Canine Handler training activities shall be conducted on-duty. Canine Handlers accept and may resign from the position voluntarily. Voluntary acceptance of the position is based

upon a willingness to care for the animal off-duty as a family pet. The Special Assignment premium listed in Section 10.10(A)(2) above is intended to compensate the employee for all of the off-duty care of the animal as a family pet, pursuant to the employee's differential wage rate as allowed by the FLSA. The parties agree that commuting to work with the dog does not constitute "hours of work". A Canine Handler will not devote more than thirty (30) minutes per day to canine care without prior approval of the Sheriff.

- D. The Sheriff's Office, at its sole discretion, shall have a Contract City position when contracting with a City. Employees who bid on the Contract City position during the shift bids will receive the assignment pay for the duration of that shift bid. Employees assigned by the Sheriff, or designee, to work in the City location who have not bid on the assignment will not be eligible for the assignment pay.
- E. The Sheriff's Office, at its sole discretion, will select and train employees to serve as members of the CERT. Employees assigned to the CERT must meet the testing and re-testing requirements as established under the sole discretion of the Sheriff's Office. Employees assigned to CERT may have their schedules flexed in order to accommodate and attend training. Employees shall be required to provide written validation of the reason that the employee was not available on any particular call-out of the CERT. If the CERT is called out but the call-out is canceled within thirty (30) minutes, employees shall receive one hour of call back pay. Employees assigned to CERT may receive preference for overtime assignments related to a call-out of the CERT team including but not limited to cell extractions, trials and transports which have formally been assessed as high risk, riots/mass disturbance, hostage situations, escapes, and attempted escapes.

### **10.11 On-Call Pay**

Any employee assigned by the Sheriff or the Sheriff's designee to be on-call (to carry a personal cellular phone or Sheriff's radio and to restrict their off-duty travel plans) while off duty shall be paid \$75 per day (24 hours) while on-call.

No employee may serve more than five (5) consecutive days of on-call shift unless the employee chooses to do so. Once an employee has worked five (5) consecutive days of on-call shift, that employee may not serve another on-call shift until two (2) days have passed unless the employee voluntarily chooses to serve an on-call shift. This provision may change per Section 16.5 due to bona fide emergency.

No employee shall be considered to be on-call unless specifically assigned by the Sheriff or the Sheriff's designee. An employee serving on-call shall remain available for work and in condition fit for duty for the period of time while on-call.

### **10.12 Training**

- A. Outside Agency Training. An employee may initiate a request to attend training

voluntarily, when the training course is sponsored and conducted by an outside agency unrelated to Columbia County. If voluntary attendance is approved by the Sheriff or the Sheriff's designee, attendance may occur as mutually agreed by the employee and the Sheriff or the Sheriff's designee. The employee and the Sheriff may agree that the County will pay all or any portion of expenses, and that the time will be approved as vacation, leave with or without pay, or compensatory time off.

- B. In-House Training. The parties agree that on 12 days per year, pre-scheduled in January, mandated training (EVOC, firearms, defensive tactics, and a one-time per year annual Sheriff's training class) may be conducted by the Sheriff and accommodated by flexing hours of work and blocking days on the vacation calendar.

### **10.13 Oregon Physical Abilities Test**

The County may sponsor, at its own cost, an Oregon Physical Abilities Test (ORPAT). In the event an employee takes a non-County sponsored ORPAT, the employee may submit a request for the result of the non-County sponsored ORPAT to be considered for this provision; however, the County is not responsible for any costs associated with a non-County sponsored ORPAT. Participating in the ORPAT is voluntary and will not be considered working time and will not be considered hours worked for overtime.

Any member who elects to take a County sponsored ORPAT and passes, at the state standard of five minutes and thirty seconds, will be paid a bonus of \$500, up to one time per year. The bonus will be paid on the first pay period after passing the County sponsored/approved ORPAT.

### **10.14 Longevity Pay**

Employees who have completed ten (10) years of County service shall receive, as part of their regular rate of pay, a longevity incentive payment of two percent (2%). Employees who have completed fifteen (15) years of County service shall receive, as part of their regular rate of pay, a longevity incentive payment of four percent (4%). Employees who have completed twenty (20) years of County service shall receive, as part of their regular rate of pay, a longevity incentive payment of six percent (6%).

## **ARTICLE 11 – SENIORITY**

### **11.1 Definition of Seniority**

Seniority is defined in Article 1.

### **11.2 Acquisition of Seniority**

An employee shall acquire seniority at the end of the employee's initial probationary period. An employee's seniority will date back to the employee's date of hire as a bargaining unit employee.

When an employee acquires seniority, the employee's name will be placed on the seniority list.

Ties in seniority shall be broken by the employee's DPSST academy graduation score. If there remains a tie, names will be drawn from a hat to break the tie.

### **11.3 Promotion Outside the Bargaining Unit**

When a bargaining unit employee is promoted to a position within the Sheriff's Office outside of the bargaining unit, and within twelve (12) months returns to the bargaining unit without a break in service, the employee shall be reinstated with seniority the employee had earned previously as a bargaining unit employee.

### **11.4 Seniority During Periods of Disability and Leave Without Pay**

Seniority shall accrue for employees while on sick leave without pay as a result of a workers' compensation injury or illness, and for up to six (6) months' unpaid leave of absence as a result of a non-compensable injury or illness, otherwise seniority shall not accrue for any employee while on a leave of absence without pay (except where Federal and/or State law grant seniority protection).

### **11.5 Posting and Filling of Vacancies**

The County shall internally post, for not less than five (5) business days, notices of all Sheriff's Office job vacancies for which current bargaining unit employees may apply.

Applicants shall be selected to fill Sheriff's Office vacancies by the Sheriff on the basis of the applicant's relative qualifications to do the work. In the event employees who are applicants for another position in the Sheriff's Office are considered by the interview panel and the Sheriff to be equally qualified after the interview process, the employee having the greater seniority shall be given an opportunity to fill the job.

A successful applicant filling a position under this section shall be placed at the rate for the position as specified in Appendix A, but in no case shall an existing employee receive less than the employee's salary or wages before the transfer. Sworn employees filling a job in this manner shall be placed on an eighteen (18) month probationary period as provided in Section 12.4 of this Agreement.

### **11.6 Shift-Work Assignment**

#### **A. Corrections**

The Corrections Sergeants shall be allowed to bid for shifts by classification seniority. The shift selection process will be completed between November 1 and November 21 of each calendar year, and the shift change shall occur on the date in January of each calendar year that corresponds to the beginning of a payroll period. Once this bid has occurred,

the Corrections Sergeants will then rotate shifts on the date in May and the date in September of each calendar year that corresponds to the beginning of a payroll period. The method of rotation will be day to graveyard to swing shift. The shift selection process for Corrections Sergeants may be altered by mutual agreement between the Sheriff or the Sheriff's designee and the Association.

B. Enforcement

Shift assignments shall be bid by Enforcement Sergeants based on classification seniority. Bidding for shift assignments shall take place every six (6) months between May 1 and May 21 to be effective on the date in July that corresponds to the beginning of a payroll period and between November 1 and November 21 to be effective on the date in January that corresponds to the beginning of a payroll period. Enforcement Sergeants may bid to remain on a shift for up to eighteen (18) months, after which the Sheriff or the Sheriff's designee may direct that the Sergeant bid to another shift for at least six (6) months.

C. Nepotism

Notwithstanding Sections A and B above, the Sheriff reserves the right to prohibit immediate family and/or an employee in a personal relationship with another individual from working at the same time. Supervisors are prohibited from supervising immediate family on regular work assignments except in cases of emergency or overtime requirements. For the purpose of this provision, immediate family is defined in accordance with the Columbia County Personnel Rules. A close personal relationship means a current romantic relationship between members who date, cohabitate, or a current close relationship between members who engage in sexual activity with one another.

D. Shift Start and End Times

The Sheriff reserves the right to determine and establish shift starting and quitting times.

E. Trade Time Agreements

Where mutually agreed between employees with Sheriff or Sheriff's designee approval, employees may trade shifts.

F. Assignments, Probationary Employees

The Sheriff or the Sheriff's designee may assign shifts for, probationary employees, Sergeants on special assignment subject to Article 16.2(E) relating to flexible work schedules, based on gender as a BFOQ, and for good reason relating to training and/or supervision, with the Association's consent.

G. Changes to Shift Assignments

Except in cases of emergency as defined in Section 16.5(B), it is agreed that the Sheriff or the Sheriff's designee may modify shift assignments for employees upon two (2) weeks' advance notice. Shift assignments may be modified immediately upon mutual consent of the Sheriff and the affected employee(s).

**11.8 Layoff and Recall**

A. Layoff

The County retains the right to lay off employees and determine which positions shall be laid off, subject to the provisions of this Article. Employees shall be called back from layoff in the order of seniority, within the classification subject to recall.

In the event a bargaining unit employee is on layoff status and the County has a need to fill a position temporarily, the County will offer the position to the laid off bargaining unit employee or employees first, based on their seniority if otherwise qualified and certified for the position. IF the laid off bargaining unit employee accepts the position, the employee will be paid the employee's full wages as provided in Appendix "A", while performing the duties of the position, plus full benefits if the employee works more than half (½) of any calendar month. In the event multiple shift opportunities are available, the Sheriff does not need to offer any laid off bargaining unit employee more than one (1) shift per day, nor more than forty (40) hours per week. In addition, the Sheriff does not need to offer any laid off bargaining unit employee back-to-back shifts. If the laid off bargaining unit employee or employees refuse or are unavailable to fill the temporary position, the Sheriff may hire a temporary employee or part-time employee from outside the bargaining unit to fill the position.

Bargaining unit employees shall be given no less than thirty (30) days written notice prior to the effective date of a layoff.

If a full-time bargaining unit employee on layoff status refuses a full-time position funded through the Sheriff's Office budget, that employee may not at a later time bump an employee who was hired to fill that vacancy.

B. Recall

No new employees shall be hired into a bargaining unit vacancy until all qualified bargaining unit employees on layoff status have been given an opportunity to return to work. A laid-off bargaining unit employee retains the right to recall for a period of twenty-four (24) months from the date of layoff.

Employees shall be recalled by certified letter, return receipt requested, mailed to the

employee's last known address. The employee shall have five (5) business days after date of mailing of the certified letter to report their intentions in writing to the Sheriff and shall be available for work within ten (10) business days after such notification of recall.

It shall be the responsibility of each employee to keep the County informed as to the employee's current address during the twenty-four (24) month layoff period. Failure to do so may result in the employee being denied reinstatement or not receiving notice of reinstatement.

If the employee is not recalled to a bargaining unit position within twenty-four (24) months, the employee's seniority is forfeited.

## **ARTICLE 12 – DISCIPLINE AND DISMISSAL**

### **12.1 Discipline**

Disciplinary action or measures shall include only the following: written reprimand; suspension without pay (with notice in writing); demotion; reduction in pay step; or dismissal. Discipline shall be based upon just cause. Disciplinary action is typically progressive in nature. However, any form of discipline may be selected depending upon the seriousness of the offense. Corrective action, expectation statements and warnings, while not discipline, are part of the first step in the progressive discipline continuum; therefore, these documentations are subject to responsive statements under Article 12.6.

Only written notice of disciplinary action will be placed in the employee's personnel file and a copy shall be provided to the employee and the Association, with an opportunity for a written rebuttal to be submitted and attached to the employee's personnel file copy.

Except for corrective actions and warnings, and except for discipline of employees serving an initial probationary period who are dismissed, any disciplinary action or measure may be processed as a grievance through the regular grievance procedure. If the Sheriff or the Sheriff's designee has reason to reprimand or discipline an employee, the Sheriff or the Sheriff's designee shall do so privately and in a manner that will not embarrass the employee before other employees or the public.

### **12.2 Written Reprimand, Suspension Without Pay, Demotion and Dismissal**

The County shall not administer a written reprimand, suspend without pay, demote, reduce in pay, or dismiss any regular employee covered by this Agreement without just cause.

A supervisor intending to take disciplinary action will, prior to taking such action:

- A. Notify the employee and the Association President in writing, of the charges, which will include a copy of the complaint against the employee, and which will identify the



directives, policies, procedures, work rules, and regulations which appear to have been violated, and provide a copy of the investigation and all documentation upon which the intent to discipline is based, provided that the County need not provide duplicate documentation;

- B. State the maximum range of discipline that is being considered; and
- C. Provide the affected employee and the Association an informal opportunity to respond to the charges verbally or in writing, normally within five (5) days from receiving such written notice.

The opportunity to respond may occur at a meeting conducted and presided over by the Sheriff or supervisor with authority to impose or recommend the proposed disciplinary action. The meeting shall be informal but sufficient to assure the employee and the Association a full opportunity to be heard, respond to the charges, and have the employee's and the Association's responses considered prior to the imposition of discipline.

The employee shall be entitled to Association representation at all meetings when discipline is being considered.

The Sheriff or supervisor will issue a written decision imposing discipline, exonerating the employee, or taking any other action deemed appropriate. A copy of the decision shall be provided to the employee and the Association.

Only the Association shall have the right to take up a disciplinary grievance utilizing the grievance procedure.

### **12.3 Presumptive Disciplinary Sanctions**

The Sheriff shall impose the presumptive sanction for the types of misconduct described in OAR 265-010-001 et seq. but may depart from the presumptive sanction through application of the prescribed aggravating or mitigating factors (OAR 265-005-0030; OAR 265-015-0035). The Sheriff shall document the decision to impose a sanction other than the presumptive sanction, including the reasoning and any aggravating or mitigating factors (OAR 265-005-0030).

### **12.4 Probationary Employees**

Purpose: The probationary period is an integral part of the employee selection process and provides the County with an opportunity to upgrade and improve the department, by observing a new employee's work, training, and aiding new employees in adjustment to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards.

Duration of Probationary Period: Every newly hired or appointed employee subject to DPSST

certification rules hired into the bargaining unit shall serve an initial probationary period of eighteen (18) months. Notwithstanding the foregoing, every other new employee and lateral transfer from another jurisdiction performing similar work, as determined by the Sheriff, hired into the bargaining unit shall serve an initial probationary period of twelve (12) months. The Association recognizes the right of the County to dismiss employees serving the initial probationary period for any reason and to exercise all rights not specifically modified by this Agreement with respect to probationary employees, including, but not limited to, the shifting of work schedules, the assignment of on-the-job training and cross-training in other classifications, the assignment to educational courses and training programs, and the requirement that such employees attend training programs on their off-duty time for which they will be compensated.

Newly promoted employees shall have a twelve (12) month probationary period.

A change in career path between the Corrections and Enforcement classifications does not constitute a promotion and shall be subject to an eighteen (18) month probationary period.

Any probationary period is extended by the same duration of any leave of the employee during the probationary period. The County may extend any probationary period for up to six (6) months with notification to the Association.

#### **12.5 Personnel Files**

The County shall maintain the employee's personnel records for the duration prescribed by law (HB 4207). Except where expressly required by State or Federal law, the County shall not use written reprimands which are over two (2) years old and any notices of suspension or demotion which are over three (3) years old for progressive discipline, provided that the employee has received no additional non-disciplinary letters of instruction or discipline during that period.

#### **12.6 Responsive Statements**

Employees shall have the right to attach written responses to any/all disciplinary records in the file.

#### **12.7 General Procedures**

- A. Potential Discipline Situations. Any employee who will be interviewed in an administrative internal inquiry concerning an act by that employee which, if proven, could reasonably result in disciplinary action against that employee will be afforded the following safeguards related to such employee:
  1. The employee and the Association will be informed that an internal investigation is commencing, unless the employee is under investigation for violation of the Controlled Substance Act, or violations which are punishable as felonies or misdemeanors under law, or if doing so would jeopardize either the criminal or

administrative investigation.

2. At least seventy-two (72) hours prior to any interview of an employee, the employee and the Association will be informed, in writing, of the nature of the investigation and the specific allegations, policies, procedures, and/or laws which form the basis for the investigation which are known at that time. The employee will be afforded the opportunity to consult with an Association representative and the employee and the Association will be provided the facts upon which the allegations are based including the date, location, and those present.

When releasing information to the employee and the Association, the County may place conditions on disclosure of witness statements under circumstances where the conditions are warranted in order to limit risk of claims or aggravation of difficult circumstances in the workplace or in the County's relationship with a victim. In such event, the County and the Association shall cooperate to meet appropriate investigative and due process needs.

The employee shall be allowed the right to have an Association representative present during the interview. The opportunity to have the Association representative present at the interview shall not delay the interview more than four (4) hours, except for minor complaints (incidents for which no more than an oral reprimand may result) which may be handled immediately when a representative is not readily available. However, if in the course of the interview it appears as if a more serious disciplinary problem has developed, the employee will be allowed up to four (4) hours to obtain a representative to be present at the interview.

3. All interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
4. The County shall make a reasonably good faith effort to conduct these interviews during the employee's regularly scheduled shift, except for emergencies. However, where the Sheriff or the Sheriff's designee is a party to any interview, the County may schedule the interview outside of the employee's regular working hours as long as the appropriate overtime or irregular hours payments are made to the employee. Where an employee is working on a graveyard shift, the County will endeavor to conduct the interview contiguously to the employee's shift, and the appropriate overtime or irregular pay hours payments shall be made to the employee.
5. The employee will be required to answer any questions involving noncriminal matters under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America.
6. The employee shall be entitled to such reasonable intermissions as may be requested

for personal necessities.

7. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the County from questioning the employee about information which is developed during the course of the interview.
  8. The Department shall tape record the interview and a copy shall be furnished, upon request, to the Association. If the interviewed employee is subsequently disciplined, the recording shall be transcribed by the County upon request of the Association, and the employee and the Association shall be provided a copy thereof.
  9. Interviews and investigations shall be concluded without unjustifiable delay.
  10. The employee and the Association shall be notified in writing of the results of the investigation, and for non-criminal investigations, those results must be presented in writing to the employee and the Association within one (1) year, exclusive of any period of time during which a criminal investigation related to the internal investigation is underway. If not, the employee will be exonerated of all charges.
  11. Section 12.7 A does not apply to an investigation which is for criminal law enforcement purposes.
- B. Use of Deadly Force Situations. Employees involved in the use of deadly force shall be advised of their rights to and shall be allowed to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force. In such cases, the formal interview or walk through of the scene shall occur no sooner than seventy-two (72) hours following the incident, unless the waiting period is waived by the employee involved. In addition, the employee may be ordered to participate in a walk-through of the scene. Any statement made in the walk through, and evidence gained by reason of such statements will not be used in any subsequent criminal prosecution against the employee, which may result from the incident where deadly physical force may have been used. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement or the walk through.

### **ARTICLE 13 – SETTLEMENT OF DISPUTES**

A grievance is defined as a dispute over the meaning, interpretation, or application of any portion of this Agreement. Grievances shall be processed in the following manner:

#### **13.1 Grievance and Arbitration Procedure**

Step I: The employee and/or Association representative, shall take up the

grievance or dispute, in writing, with the employee's immediate supervisor within ten (10) business days of the employee's knowledge of its occurrence. The employee's immediate supervisor shall then attempt to adjust the matter and respond, in writing, to the employee and Association representative within ten (10) business days.

Step II: If the grievance has not been settled, it shall be presented in writing by the Association representative to the Sheriff or the Sheriff's designee within ten (10) business days after the employee's immediate supervisor's response. The written grievance shall describe the facts upon which it is based, identify the contract Article(s) violated, and state the remedy sought. Upon request of the Association representative or the Sheriff, the Sheriff shall meet with the Association representative and the grievant and shall respond to the Association representative in writing within ten (10) business days from receipt of the Step II grievance or the meeting, whichever is later. These meetings shall be taped.

Step III: If the grievance remains unresolved, the grievance record shall be presented by the Association representative to the Human Resources Director as the Board of County Commissioner's designee, within ten (10) business days after the written response of the Sheriff. Upon request of the Association representative or the Human Resources Director, the Association representative, grievant and Human Resources Director shall meet to discuss the grievance. The Human Resources Director will present the grievance record to the Board of County Commissioners within ten (10) business days from receipt of the Step III grievance or the meeting, whichever is later. The Human Resources Director, as the Board's designee, shall respond with the decision of the Board, in writing, to the Association representative within ten (10) business days from receipt of the Step III grievance or the meeting, whichever is later. The Step III meeting will be taped.

Step 4: If the Association is not satisfied with the decision of the Board of County Commissioners, the Association may, within ten (10) business days of the date of the Board of County Commissioners' decision, notify the County of a written request for arbitration.

The parties shall first attempt to select an arbitrator who is mutually acceptable. If, within ten (10) business days from the request for arbitration, the parties are unable to agree upon an arbitrator, the Employment Relations Board's State Mediation and Conciliation Service shall be requested to submit a list of nine (9) names of Oregon/Washington arbitrators. Both the County and the Association shall have the right to alternately strike names from the list. The party requesting arbitration shall strike the first name, and the other party shall then strike one (1) name. The process shall be repeated, and the remaining person shall be the arbitrator. The

designated arbitrator shall set a time and place for hearing which is agreeable to both parties.

Costs, fees, and expenses for the arbitrator shall be borne by the losing party as determined by the Arbitrator. Each party, however, shall be responsible for compensating its own representatives and witnesses.

If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the appearance fee, record, and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share in all costs of producing three (3) copies of the transcript.

The arbitrator shall have the authority to consider only a claim based upon a specific violation(s) of this Agreement and shall have no authority to add to, modify, or detract from this Agreement. The arbitrator's decision shall be final and binding upon the parties.

### **13.2 Representatives**

Employees selected by the Association to act as Association representatives shall be known as "Representatives".

The names of employees selected as Representatives and the names of other Association representatives who may represent employees shall be certified in writing to the County by the Association periodically and whenever changed.

### **13.3 County-Association Meetings**

The County shall meet at mutually convenient times with any number of representatives selected by the Association, but no more than three (3) Association representatives will be allowed to attend such meetings on County time with no loss of wages.

All meetings with the County normally shall be held during working hours. This section is not intended to be used to disrupt County business. The purpose of these meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the parties may discuss other issues which would improve relationships between the parties. Prior written notice of topics for discussion at such meetings shall be furnished by either party to the other.

### **13.4 Processing Grievances**

Association representatives may investigate and process grievances during working hours, within reasonable limits, without loss of pay. The County's obligation to compensate such individuals shall be limited to not more than three (3) individuals.

### **13.5 Time Periods**

The time periods specified in this Article may only be extended or modified by mutual written agreement, and only the Sheriff or Human Resources may grant an extension on behalf of the County. Failure by an employee or the Association to comply with time periods specified shall be treated as untimely and the grievance shall be deemed forfeited. At any step of the grievance process, if the County, its officers, supervisors, or department heads fail to respond in a timely fashion to a grievance, such failure shall be treated as a denial of the grievance and the Association may advance it to the next step.

### **13.6 Civil Service Commission Appeals**

Employees shall have no right to appeal discipline to the Civil Service Commission.

## **ARTICLE 14 – GENERAL PROVISIONS**

### **14.1 No Discrimination**

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, religion, mental or physical disability, associational affiliation, or political affiliation. The Association shall share equally with the County the responsibility for applying this provision of the Agreement.

The County agrees not to interfere with the rights of employees to become members of the Association, and there shall be no discrimination, interference, restraint, or coercion by the County, or any County representative, against any employee because of any lawful Association activities.

### **14.2 Bulletin Boards**

The County agrees to furnish and maintain a suitable bulletin board in a convenient place in each County-operated law enforcement facility, to be used by the Association. The Association shall limit its posting of notices and bulletins to such board(s) and shall use the board(s) only for notices and bulletins concerning Association matters. The bulletin board(s) shall not be used for controversial or inflammatory subjects.

### **14.3 Visits by Association Representatives**

The County agrees that representatives of the Association, including Association Attorneys, shall have reasonable access to the premises of the County to conduct Association business. Such visits shall not interfere with the normal operation of the department.

### **14.4 Association-Management Meetings**

Representatives of the Association and the County shall meet, when requested by either party,

at mutually convenient times, to discuss any matters pertinent to maintaining good employer-employee relationships.

Each party shall advise the other, at least two (2) working days prior to such meetings, as to the subjects it wishes placed on the agenda. Such meetings will normally be held during working hours, at times which do not interfere with normal operations of the Sheriff's Office.

Association representatives attending such meetings during their normal working hours shall suffer no loss in their normal earnings. The County's obligation to compensate such individuals shall be limited to not more than three (3) individuals. It is understood that time devoted to Association meetings or negotiations which are outside an employee's normal working hours are not compensable.

#### **14.5 Existing Conditions and Future Rules**

Existing work rules and conditions which are not modified by this Agreement shall continue in effect. No work rule shall be adopted which is inconsistent with the provisions of this Agreement or the requirements of Oregon law.

The County agrees to notify the Association, in writing, prior to changing existing work rules or adopting new rules.

Should the Association disagree with the implementation of any of the new rule(s), the County, upon request, shall meet with the Association to discuss its concerns.

Any dispute arising concerning new rules may be submitted at Step III of the Grievance Procedure. Such rule may not be implemented until the dispute is resolved through the grievance procedure.

All issues arising under this section apply only to mandatory subjects of bargaining.

#### **14.6 Uniforms and Protective Clothing**

If an employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, including duty belt and firearm, such uniform, protective clothing, or protective device shall be furnished in serviceable condition and in a timely manner to the employee by the County. The Sheriff may approve alternative primary duty weapons for on-duty carry by employees who desire to purchase and personally own that alternative weapon.

The cost of maintaining the uniform or protective clothing or protective device in proper condition, including tailoring, cleaning, and laundering, shall be paid for by the County. Items authorized for replacement shall be provided in a timely manner.

Detectives – Employees assigned as Detective shall be provided either an annual



allowance of six hundred dollars (\$600) or shall be reimbursed for up to \$600 for the cost of appropriate attire relating to the assignment as approved by the supervisor on the employee's assignment date.

Footwear – Employees shall be reimbursed in January of each calendar year for up to \$200 for the cost of appropriate footwear for use during work hours.

Coveralls – The County agrees to furnish one (1) pair of coveralls for each employee working in the canine patrol.

Rain Gear – The County shall provide one (1) set of rain gear and waterproof footwear for those employees required to work in inclement weather, and to replace upon verification of need.

Soft Body Armor – The County shall provide soft body armor and carriers with sufficient inserts for each Sergeant. These shall be replaced according to manufacturer's specifications.

#### **14.7 Health and Safety**

Federal and State safety regulations shall be strictly observed by the County, the Association, and all employees. Employees shall use all protective equipment required, shall perform their work in a safe manner, and shall comply with all safety rules of the County. Required safety equipment shall be furnished by the County.

Adequate and safe equipment shall be provided for all employees. No employee shall be required to operate any equipment or to perform a work assignment that is reasonably considered to be unsafe in light of the normal requirements of the employee's job. No employee shall be ordered to perform any act which violates State or Federal safety laws. Violation of State or Federal safety laws by an employee may be cause for discipline.

Safety meetings shall be conducted by the County and the Association at designated times for the purpose of safety training and discussing problems of employee safety. Such meetings shall be held during working hours. The Association shall designate one (1) representative to the Safety Committee and such employee shall be notified seven (7) days prior to each meeting, of the date, time, and location of each meeting.

Employee's may be sent home if they are under the influence of medication, sick or otherwise physically unable to perform their normal duties without creating an unnecessary safety or health hazard to themselves or other employees, in the judgement of the Sheriff or the Sheriff's designee.

#### **14.8 Negotiations**

The County shall grant time off, as necessary for negotiating members, for up to three (3) employees in the Sheriff's Office who are selected by the Association to serve on the Association's negotiating committee, without loss of pay.

In the event an employee who is a member of a negotiating committee is working other than day shift, the employee's schedule shall be modified to allow the employee to workday shift on the day of negotiations. The County may adjust other employees' schedules to accommodate the change.

#### **14.9 Outside Employment**

Outside employment is permitted as long as it does not interfere with the work of, or bring discredit upon, the Sheriff's Office.

When an employee is considering outside employment, the employee is required to notify the Sheriff, in writing, of the employee's intentions before accepting outside employment.

The Sheriff may deny an employee's request for outside employment if it is in conflict with or interferes with the work of the Sheriff's Office, could bring discredit upon the Sheriff's Office, involves utilization of Sheriff's Office uniforms or insignia, or presents a question of course and scope of authority which cannot be clarified to the mutual satisfaction of the Sheriff, the employee and the part-time employer.

If denied, the Association shall have the right to file a grievance at Step III of the grievance procedure with notice to the Sheriff and the Human Resources Director.

### **ARTICLE 15 – STRIKES AND LOCKOUTS**

#### **15.1 Lockouts**

No lockout of employees shall be instituted by the County during the term of this Agreement.

#### **15.2 Strikes**

The Association and its members, as individuals or as a group, will not initiate, cause, participate or join in any strike, work stoppage, or slowdown, of County work during the term of this Agreement.

#### **15.3 Performance of Duties**

Employees may be required to cross a picket line in the line of duty. Disciplinary action may be taken by the County against any employee engaged in a violation of this Article, up to and including dismissal. The Association and the County will take immediate action to correct any violation of the provisions of this Article.

## **ARTICLE 16 – WORKING CONDITIONS**

### **16.1 Work Week**

- A. For full-time employees assigned to work an eight (8) hour or a ten (10) hour work shift, the regular work week shall consist of forty (40) hours of compensated time.
- B. The workday shall consist of a twenty-four (24) hour period. The first workday shall commence at the start of an employee's regularly scheduled work week and the start of the first shift of that work week.

### **16.2 Work Week Schedule**

- A. The County may establish a regular work week schedule which shall consist of an eight (8) hour or a ten (10) hour work shift, and the regular work week shall consist of forty (40) hours of compensated time.
- B. The County may also establish a regular work week schedule, which shall consist of four (4) days of ten (10) hours for full-time employees. The County may also establish a regular work week schedule, which shall consist of four (4) twelve (12) hour days for full-time employees. A 4-12 work schedule shall consist of eight (8) day work period with four (4) consecutive days of twelve (12) consecutive work hours followed by four (4) consecutive days off. The County may schedule a fifth day of work or a fifth day off during the work period as needed to comply with FLSA requirements.
- C. The County may also establish a regular work week schedule, which shall consist of one (1) ten and a half (10.75) hour day for full-time employees. A 10.75 work schedule shall consist of a twenty-eight (28) day work period with five (5) consecutive workdays followed by four (4) consecutive days off, four (4) consecutive workdays followed by five (5) consecutive days off, and five (5) consecutive workdays followed by five (5) consecutive days off.
- D. It is agreed that the County may make changes to work schedules consistent with Section 11.7(G). The County shall give at least two (2) weeks advance written notice to the Association of the implementation of a change in the regular work week schedule. Said notice shall include both the starting date and time, and anticipated ending date of the change in the regular work week schedule. However, the regular work week schedule may be extended upon two (2) weeks advance notice as provided above. The County shall not suspend the regular work week schedule for the purpose of avoiding enhanced holiday leave and holiday pay under Section 4.4 of this Agreement.
- E. Flexible Work Week Schedule. Subject to the approval of the Sheriff or the Sheriff's designee, employees serving in special assignments shall have authority to schedule their hours and days of work in order to meet community and operational (criminal activity)

needs, and shall have the authority to elect to take off hour-for-hour any hours worked in excess of forty (40) hours in that work week, or to receive overtime pay or compensatory time for the hours worked in excess of forty (40) hours.

- F. FLSA Section 7(k) Election. The parties elect FLSA 7(k) treatment as needed to permit the County the necessary flexibility to avoid overtime costs.

### **16.3 Optional Hours and Optional Work Week**

The Sheriff or the Sheriff's designee and an employee(s) may agree upon optional hours or an optional work week. The Association President shall be notified of the agreement.

### **16.4 Regular Hours and Posting**

All employees shall be scheduled to work on a regular work shift. Each shift shall have regular starting and quitting times.

### **16.5 Changes to Work Schedule**

The work schedule may be changed when:

- A. The change is mutually agreed by the Sheriff or the Sheriff's designee and the affected employee(s).
- B. An emergency in which life or property in the County are immediately endangered, requiring the services of Sheriff's Office employees to abate the hazard. Such services include only those necessary to address the immediate danger; an emergency may be declared by the Commissioners or the Sheriff. The provisions of this section apply only to those specific employees needed to address the immediate hazard. Emergency does not include vacation, compensatory time off or sick leave coverage, unless the County expects sick leave to exceed five (5) working days.
- C. The parties agree that the Sheriff or the Sheriff's designee may modify work schedules upon two (2) weeks' advance notice to the affected employee(s).

Employees required to change their regular schedule of work for a bona fide emergency shall receive overtime for all hours worked outside their regular schedule during the first forty-eight (48) hours of the declared emergency.

This Article does not restrict the Sheriff's ability to schedule or require employees to work additional hours.

### **16.6 Rest Periods**

Rest periods shall be provided during each half workday. Such rest periods shall be considered part of the compensated work time. Rest periods shall be scheduled as near the middle of each half workday as practical. Such rest periods may not be interrupted except to provide for the public safety.

Rest periods shall be fifteen (15) minutes for eight (8) hour workdays, or half workdays of four (4) hours or less, and twenty (20) minutes in length for ten (10) hour workdays or half workdays or more than four (4) hours.

Employees who, at the request of the County, work one (1) hour beyond their regular work shift shall receive an additional rest period before starting the work beyond their regular shift. Such employees shall also receive an additional rest period for each two (2) hours worked beyond their regular work shift.

It is the employee's responsibility to take his or her rest period at an appropriate time and employees who fail to take their rest periods shall not be compensated for any lost rest period time.

#### **16.7 Meal Periods and Meals**

Employees shall be granted a one (1) hour compensated meal period each work shift, except for during attendance at offsite training and/or when attending the DPSST academy when a lunch period is provided. During such attendance, the employee shall be granted an unpaid lunch period. Employees shall not be paid overtime for an unpaid lunch period.

The County shall furnish a one-half (½) hour compensated meal period to any employee, who at the County's request, works three (3) hours beyond their regular quitting time and the employee shall be eligible to receive a meal furnished by the County from the jail kitchen.

An additional one-half (½) hour compensated meal period shall be furnished each four (4) hours thereafter and the employee shall be eligible to receive a meal furnished by the County from the jail kitchen.

Employees working in the jail shall be eligible to receive a meal, furnished by the County from the jail kitchen, as compensation to the employee for inability to take a meal period away from the work site. It is the responsibility of the employee to schedule his or her meal period at an appropriate time and to coordinate with the Jail Commander, or designee, when it is practical.

#### **16.8 Safety Release**

Employees working sixteen or more hours in a twenty-four (24) hour workday shall be provided at least eight (8) hours of safety release time before beginning their next regularly scheduled shift. It is the employee's responsibility to advise an on-duty supervisor or an on-call supervisor

as soon as he or she reasonably believes their shift will extend beyond sixteen hours and no later than one hour before reaching the sixteen-hour threshold, unless to do so is not feasible. An employee's supervisor, at the supervisor's discretion, may order an employee to take safety release time if an employee works more than 16 hours in a twenty-four-hour workday. If the safety release time will extend into the employee's next regularly scheduled shift, the employee shall be placed on paid leave to cover the period of absence from that shift. Safety release time does not apply to tactical team members responding to a tactical event, detectives responding to a major crime investigation, and/or a County emergency as determined by the Sheriff or the Sheriff's designee.

## **ARTICLE 17 – USE OF ALCOHOL AND DRUGS**

### **17.1 Statement of Principle**

The County and the Association jointly recognize that the use of drugs and alcohol, whether on or off the job, which adversely affects job performance, may constitute a serious threat to the health and safety of the public, to the safety of the fellow officers, and to efficient operation of the County.

### **17.2 Definitions**

- A. Drugs and Alcohol – For the purposes of this Agreement, drugs and alcohol will be defined as alcohol and controlled substances as defined by the federal Controlled Substance Act (21 U.S.C. §812), excluding any substance lawfully prescribed for the employee's use. Marijuana is defined as a drug for the purpose of this Agreement, regardless of whether or not the marijuana was distributed for medical purposes.
- B. Drug and Alcohol Test – The compulsory production and submission of urine or blood by an employee- in accordance with procedures contained herein for chemical analysis to detect prohibited drug and/or alcohol use.
- C. Reasonable Suspicion – For the purpose of this agreement, reasonable suspicion exists when the employer holds a belief that reasonably under the totality of the circumstance existing at the time and place that the employee is under the influence of drugs and alcohol as those terms are defined in this Agreement.
- D. Under the Influence –
  - 1. An individual is considered to be "under the influence" of alcohol when the individual's blood alcohol content is equal to or greater than .01% and for the purposes of this Article any result with a blood alcohol content equal to or greater than .01% is considered a positive test.
  - 2. An individual is considered to be "under the influence" of drugs when that individual

tests positive for drugs based on the threshold and confirmation amounts as described in Department of Transportation Rule 49 CFR Section 40.87.

### **17.3 Prohibited Conduct**

Except as authorized by policy of the County Sheriff for job-related reasons, the following conduct is strictly prohibited and employees engaged in the prohibited conduct described below will be subject to discipline, which may include dismissal.

- A. The unlawful buying, selling, transportation, possession, providing or use of any drug or alcohol.
- B. Except as a necessary part of an official assignment, consuming drugs or alcohol while on duty or in uniform. Employees must have their supervisor's authorization to do so as part of an official assignment.
- C. Reporting for work under the influence of alcohol or drugs.
- D. In the event that the County wishes to call out an employee to perform additional duties and the employee has consumed alcohol or other intoxicants, the employee will notify his or her supervisor as to the amount of alcohol or intoxicants the employee has consumed, and the County will decide whether the employee will be called out to perform additional duties.
- E. Failure to report use of prescribed medication, controlled substances, and/or over-the-counter drugs as prescribed in this Article.
- F. Failure to notify his/her supervisor if a controlled substance is ingested unintentionally or if the employee is made to ingest a controlled substance so that appropriate medical steps may be taken to ensure the employee's health and safety.

### **17.4 Preconditions to Drug Testing**

Before any employee may be tested for controlled substances, the County shall select a laboratory that is licensed under the provisions of ORS 438.010 to 438.510 and that can demonstrate experience and capability of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urine and blood analysis.

### **17.5 Grounds for Testing**

- A. Pre-Hire Drug Testing. Employees in public safety positions may be required to submit to and successfully pass a post-offer, pre-hire drug test.
- B. Random Drug Testing. Because of the public's strong interest in maintaining safety

standards, and the safety-sensitive nature of the work performed by employees, the County will engage in systematic random selection of employees in the Sheriff's Office for testing. There will be no advance notice of testing. Employees whose names are randomly selected for testing by the County are required to immediately submit to such testing.

- C. Reasonable Suspicion Testing. Employees may be required to submit to drug or alcohol testing if reasonable suspicion exists that there is a violation of this Article. The employee shall be given the grounds for reasonable suspicion in writing at the time. The County may test for those drugs for which it has reasonable suspicion that an employee may have consumed.

### **17.6 Testing Mechanisms**

Testing mechanisms used for any test for alcohol or drugs performed on members of the Association may include standard field impairment tests and/or standard laboratory blood and/or urine analysis tests.

Procedures used to obtain and test samples will be prescribed by the testing laboratory in accordance with relevant federal and state statutes as outlined in this Article.

### **17.7 Consequences of Positive Test Results**

- A. An employee who has tested positive for the presence of drugs or alcohol with a blood alcohol content equal to or greater than .01% pursuant to this Article may be subject to discipline including immediate dismissal. An employee's participation in drug or alcohol counseling will be considered in determining what, if any, disciplinary action may be taken.
- B. Employees under this Agreement hold safety sensitive positions, and any employee who tests positive may be subject to unannounced testing for a one (1) year period following the positive test. If the employee violates the terms of agreed to treatment or again tests positive during such a period, he or she shall be subject to immediate discipline, which may include dismissal.

### **17.8 Prescribed Medications**

Prescription medications can significantly affect the performance of people taking them. Many such medications can make the patient drowsy or dizzy, affect vision or hearing, or bring about other physical conditions that could reduce the effectiveness of a safety-sensitive employee. An employee utilizing any prescribed medications or controlled substances that may affect his or her ability to safely perform assigned duties must immediately report this treatment to his or her supervisor.

In the event there is a question regarding an employee's ability to safely perform assigned duties,



the employer may request, and the employee shall be responsible for receiving clearance from the employee's physician and providing written certification to the supervisor. The lawful use of prescription medications is not grounds for disciplinary action by itself; however, failure to follow the reporting procedure may subject an employee to disciplinary action. Employees may also be disciplined for using medication that is unlawfully obtained, or for use that is inconsistent with the prescription or label. Failure to report the use of a prescribed medication or a controlled substance which the employee has been informed may affect his or her abilities to safely perform assigned duties may subject an employee to disciplinary action.

For the purpose of this Agreement, under no circumstances, shall the use of marijuana constitute the use of medication under this section.

### **17.9 Use of Over-the-Counter Medications**

The use of over-the-counter medications is in no way prohibited. However, employees are responsible for reading medication warning labels; being aware of the medication's possible adverse effects on mental functioning, motor skills, or judgement; and seeking the guidance of their health care provider. An employee ingesting an over-the-counter medication in doses that may affect his or her ability to safely perform assigned duties must report the use of the over-the-counter medication to his or her supervisor. There will be no discipline to an employee who reports to his or her supervisor the use of an over-the-counter medication which the employee feels may affect his or her assigned duties.

Protected use of over-the-counter medication shall not include the use of "designer drugs" not approved by the U.S. Food and Drug Administration, or the abuse of over-the-counter drugs. Failure to report the use of an over-the-counter medication which affects an employee's ability to safely perform his or her duties may subject the employee to disciplinary action.

### **17.10 Searches**

For administration of this Article, the County may, upon probable cause, conduct searches on County property of employees and/or assigned County property and/or their personal property excluding personal vehicles parked on County property. An employee has the right to request an Association representative be present during the search, as long as the search is not unreasonably delayed by accommodating this provision. A refusal to submit to a search may result in disciplinary action. This provision is not intended to restrict the County's right to conduct administrative searches of assigned County property for other purposes or searches related to any criminal investigation.

### **17.11 Interference with Policy**

Any activity which purposely interferes with this Drug and Alcohol Article will be grounds for disciplinary action which may include dismissal. Examples include, but are not limited to the following:

- A. Tainting, tampering, or substitution of blood or urine samples.
- B. Falsifying information regarding the use of prescribed medications or controlled substances.
- C. Failure to cooperate with any tests outlined in this Article to determine the presence of intoxicants or controlled substances.
- D. Failure to cooperate with any searches.

**17.12 Employee Rights**

The employee shall have the right to an Association representative until the time the sample is given. However, this provision shall not unreasonably delay testing. Nothing herein shall restrict the employee’s legal right to representation by the Association.

If, at any point, the results of the laboratory testing procedures specified in this Article are negative, all further testing shall be discontinued. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. All test results will be kept confidential by the County except as provided by law.

Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of custody of the specimen, and the accuracy rate of the laboratory.

**ARTICLE 18 – MANAGEMENT RIGHTS**

The parties recognize that the Sheriff and Board of County Commissioners are directly responsible to the public and to the citizens of the County, for the funding and performance of the functions and services of the Sheriff’s Office.

The functions incident to governmental responsibilities cannot be delegated. Accordingly, the County retains all of the rights, functions, and authority connected with its responsibility to manage the affairs of County government. The rights of the Association and of employees are those set forth in this Agreement, the Oregon Revised Statute, and in the rules of the Civil Service Commission.

The County and the Sheriff retain all management functions and rights not specifically limited by the terms of this Agreement, consistent with their respective authority under law.

Nothing in this Article will preclude the right of the Association to utilize the provisions of Article 13, Settlement of Disputes.

**ARTICLE 19 – SAVINGS CLAUSE**

Should any Article, Section, or portion thereof, of this Agreement be held unlawful or unenforceable by an opinion of the Attorney General of the State of Oregon or by any court of competent jurisdiction, or any administrative agency of the State of Oregon having jurisdiction over the subject matter, such decision shall apply only to the specific Article, Section, or portion thereof, directly specified in the decision.

Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

**ARTICLE 20 – TERM AND TERMINATION**

Except where other effective dates are set forth, this Agreement shall be effective as of its execution, and shall remain in full force and effect until the 30<sup>th</sup> day of June 30, 2026.

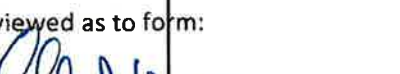
The Agreement shall be automatically renewed from year to year after July 1, 2025, unless either party shall notify the other in writing, not later than February 1, 2025, or any subsequent year, that it wishes to modify this Agreement for any reason. The Agreement shall remain in full force and effect during the period of negotiations.

**In Witness Whereof**, Columbia County and the Columbia County Sheriff Sergeants Association have executed this Agreement on the 25<sup>th</sup> day of September 2024.

**FOR THE COLUMBIA COUNTY  
SHERIFF SERGEANTS ASSOCIATION:**

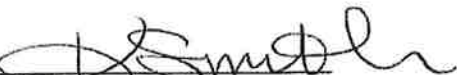
By:   
Brent Thompson, President

By:   
Alex Bunch, Vice President

Reviewed as to form:  
By: 

**FOR THE COLUMBIA COUNTY  
BOARD OF COMMISSIONERS:**

By:   
Casey Garrett, Chair

By:   
Kellie Jo Smith, Commissioner

By:   
Margaret Magruder, Commissioner

By:   
Brian Pixley, Sheriff

**APPENDIX A**

**Columbia County Sheriff Sergeants Association  
Effective July 1, 2024 – June 30, 2025**

COLA 5.0%

<b>Position Title</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
Corrections Sergeant	\$47.36	\$48.64	\$49.95	\$51.30	\$52.69	\$54.12	\$55.58	\$57.08	\$58.62
Enforcement Sergeant	\$8,209	\$8,430	\$8,658	\$8,892	\$9,133	\$9,380	\$9,633	\$9,893	\$10,160

## **APPENDIX B – HIGH ABSENTEEISM PROGRAM**

The ability to attend work regularly and with reliability is regarded as a job requirement. The County may examine the total sick leave usage of each employee periodically, as reported on the County's Report of Hours to Date, Vacation, Sick and Compensatory. This Report also shall be supplied to the Sheriff or the Sheriff's designee, and to the Association upon request. If there is probable cause to believe that the use of sick time by an employee appears excessive, the County may examine the employee's sick leave reports and conduct an investigation pursuant to Article 12 in order to identify the cause(s) of the sick leave. When there is probable cause to believe that an employee's pattern of sick leave usage appears excessive, the County may require the employee to furnish a health care provider's certificate for each incident of sick leave use that occurs in the future. This requirement shall be for a designated period of time not to exceed ninety (90) days and may be renewed if there is probable cause to believe that there continues to be a pattern of sick leave misuse by an employee.

### **A. High Absenteeism Criteria**

Employees' use of sick leave under a combination of the following factors of illustrative criteria may indicate a pattern of high absenteeism (subject to consideration of extenuating circumstances, such as family illness) and may constitute probable cause as described above:

1. A zero balance of sick leave or unexplained sudden decline in a stable reserve balance.
2. Amount of usage above the yearly average for department personnel.
3. Employee returns to work after showing signs of outdoor recreation (tan, wind or sun burns).
4. When incidents of usage indicate a pattern in conjunction with regular days off, vacation, compensatory time and holidays or other specific pattern usage, including absence in conjunction with undesirable tasks or in retaliation.
5. Employee's reasons are consistently vague or general: colds, flu, backache or upset stomach.
6. Frequency of absences, unreported absences, one (1)-day absences, one (1)-hour (short) leave blocks at the start or end of the shift.
7. Factors not to be considered as excessive absenteeism are:
  - a. Pregnancy, surgery and/or doctor ordered confinement.
  - b. Workers' Compensation leave, or non-compensable, County-service connected occupational illness.

- c. Authorized leaves, unless the particular leave appears to be based on an inappropriate use or characterization of illness or disability.

**B. Employee's Responsibility Under Notification of Possible Misuse**

An employee who has been served with a written notice of excessive absenteeism may be required to do the following:

1. Upon returning to work, certify in writing that the employee was ill or injured and unable to perform routine job functions, or facts upon which the claim of entitlement for sick leave is based.
2. Remain at home, at the location of treatment or therapy, or en route between these locations, unless released by the County for greater activity due to the nature of the illness or injury. Be available for call by the Sheriff or the Sheriff's designee.
3. Submit to a County-paid evaluation by a health care provider to determine the fitness for duty and the bona fides of the illness, injury or disability and/or prognosis for return to work a full or limited duty.
4. For incidents of sick leave, the employee shall provide to the County a health care provider Certificate for each incident of illness as requested. Employees who fail to provide a health care provider Certificate upon return to work from sick leave are subject to disciplinary action.

**C. Disciplinary Action**

Pursuant to Article 12, appropriate disciplinary action available under this Agreement for the misuse of sick leave may be imposed. The parties recognize that, notwithstanding the County's sick leave plan, the ability of an employee to attend work regularly is a job requirement.