

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
WASCO COUNTY, OREGON  
AND  
WASCO COUNTY LAW ENFORCEMENT  
ASSOCIATION**

**EFFECTIVE THROUGH JUNE 30, 2027**

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## **PREAMBLE**

This contract, hereinafter referred to as the Agreement, is entered into by Wasco County, Oregon, and the Wasco County Sheriff, hereinafter jointly referred to as the "County," and the Wasco County Law Enforcement Association, hereinafter referred to as the "Association." The County and the Association acknowledge that there is a statutory division of authority and responsibility between the County Board of Commissioners and the Sheriff with respect to administration of the Sheriff's Office affected by this Agreement and that Oregon Revised Statutes shall control in the event of conflict with any provision of this contract.

## **ARTICLE 1 - SCOPE OF AGREEMENT AND RECOGNITION**

1.1. Scope of the Bargaining Unit: The bargaining unit covered by this Agreement shall consist of all part-time and full-time dispatchers, and full-time-paid deputy sheriffs, and civil deputies. The chief deputy, lieutenants, sergeants, supervisors, office manager, and confidential employees are excluded from the bargaining unit.

In the event a new job classification is created within the Sheriff's Office, the County and the Association will discuss whether or not the new classification will be included in the bargaining unit.

1.2. Recognition: The County recognizes the Association as the sole and exclusive bargaining representative for all employees in the Sheriff's Office as described in Section 1.1 of this Agreement.

1.3 Time Computation: Unless otherwise expressly stated, "days" shall be defined as full business days, Monday through Friday, excluding holidays.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

2.1. Management Rights: Except as otherwise specified in this Agreement, the rights of members of the bargaining unit are limited to those specifically set forth in this Agreement. The County retains all rights, responsibilities, prerogatives, and functions not specifically limited by the terms of this Agreement. Except as required by ORS 243.650, et seq., the County shall have no obligation to bargain with the Association with respect to any subjects or the exercise of its discretion and decision making on any subjects not covered by terms of this Agreement.

Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the County shall include the following:

- A. To determine the services to be rendered to the citizens of the County.
- B. To determine and to follow the County's financial, budgetary and accounting procedures.
- C. To direct and supervise all operations, functions, and policies of the Sheriff's Office in which the employees in the bargaining unit are employed, and operations, functions and policies in the remainder of the County as they may affect employees in the bargaining unit.
- D. To close or liquidate any office, branch, operation, facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.

- E. To manage and direct the work force, including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, and retain employees and to transfer them within the same pay range; the right to lay off subject to Article 7 of this Agreement; the right to abolish positions or reorganize the Sheriff's Office; the right to determine schedules of work subject to Article 5 of this Agreement; the right to purchase, dispose of and assign equipment or supplies.
- F. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
- G. Except as required by ORS 243.650, et seq., to establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms and appearance.
- H. Except as required by ORS 243.650, et seq., to implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- I. To contract or subcontract work as may be determined by the County, provided that as to work which has been previously and regularly performed by employees in the bargaining unit, the County agrees to afford an opportunity for the Association to negotiate with the County as to the effect of such action on wages, hours and conditions of employment in the bargaining unit prior to finalizing or implementing any decision concerning such contracting or subcontracting.
- J. To assign shifts, workdays, hours of work and work locations subject to Article 5 of this Agreement.
- K. To designate and to assign all work duties.
- L. To introduce new duties within the unit.
- M. To determine the need for and the qualifications of new employees, transfers and promotions.
- N. To discipline, suspend, demote or discharge an employee so long as such action is not arbitrary, in bad faith or without just cause.
- O. To determine the need for additional educational courses, training programs, on-the-job training and cross-training, and to assign employees to such duties for periods to be determined by the County.
- P. To schedule meetings of employees and require attendance at such meetings, subject to the provisions of Article 11 of this Agreement.

2.2. Future Rules: The parties jointly recognize that the elected officials of the County are directly responsible to the citizens of the County and to the public for the performance of the functions and services performed by the County; it is jointly recognized that the County must and does retain broad authority to fulfill and implement its responsibilities and may do so by adoption of written work rules. It is agreed that no existing work rule or new work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement, provided that the requirements of Oregon Law will always be paramount. All work rules which have been or shall hereafter be reduced to writing shall be posted within the Sheriff's Office for a period of ten (10) days and shall be furnished to an Association officer at the time the rule is posted. In the event the Association considers a work rule to be inconsistent with a

specific provision of this Agreement or to be a bargainable subject, or otherwise wishes to discuss the rule, the Association shall so notify the Sheriff in writing within the ten (10) day posting period. In such event, the rule shall be discussed or negotiated between the Sheriff and/or his designee and the Association. A copy of an updated Policy and Procedure Manual shall be accessible to each employee and furnished to the Association upon request.

2.3. Nothing in this Agreement, or in this Article, will be construed to prevent the County from initiating any program or change which is not contrary to an express provision of this Agreement. In the event the County desires to amend or modify or change any of its policies affecting existing conditions involving a mandatory subject of bargaining (including the decision and/or its impact) over which the Association has not otherwise waived its right to bargain, the County will provide the Association with written and oral notice of the proposed change. The Association shall have ten (10) days to object in writing and orally to the person proposing the change or their designee. The failure of the Association to object in writing to the proposed change within ten (10) days of the notice provided for above shall serve as a waiver of the Association's right to bargain. The Association's written objection shall specify the nature of the objection and identify whether the Association believes the proposed change involves a mandatory bargainable subject or a mandatory bargainable impact of a permissive subject.

If the County agrees that the proposed change or its impact is mandatory, the parties shall bargain in good faith over said changes for a period not to exceed twenty (20) days. If after the passage of twenty (20) days, the parties have not reached agreement, either party may declare an impasse and initiate interest arbitration pursuant to ORS 243.746, by requesting a list of thirteen (13) arbitrators from the Employment Relations Board. Within seven (7) days of receipt of the list from the ERB, the parties, by lot, will alternately strike names from the list until only one (1) arbitrator remains on the list, who shall serve as the arbitrator. The arbitrator shall make a binding decision on the parties as to whether the County's proposal or the Association's proposal shall be adopted pursuant to the interest arbitration criteria established by law.

2.4. Probationary Employees: The Association recognizes the right of the Sheriff to terminate the employment of a probationary employee for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees, including, but not limited to, the shifting of work schedules or job assignments, the assignment of on-the-job training, cross-training in other classifications, and the requirement that such employees attend training programs, including on their off-duty time.

2.5. Filling of Vacancies: Whenever a vacancy in the Sheriff's Office occurs, notice of such opening will be posted in the Sheriff's Office for a period of one (1) week to provide employees the opportunity to apply for the job. Where, in the Sheriff's judgment, based on prior performance and experience of the employees, applicable Civil Service exam results, and other relevant criteria, the relative qualifications, aptitude and ability to perform the work are equal between two (2) or more internal applicants for an opening, the employee with the greater departmental seniority shall be offered the position first (unless application of the Veteran's Preference requires otherwise). As between equally qualified internal and external applicants based on the criteria stated above, the existing employee shall be offered the position first (unless application of the Veteran's Preference requires otherwise). The Sheriff shall determine the step on the salary schedule at which the employee selected to fill the job opening will be placed, and shall advise the employee of that information at the time he/she offers the position to the employee. Upon request, a senior employee who is not selected shall be provided with a written explanation for non-selection.

2.6. Outside Employment: Employees wishing to engage in off-duty employment must obtain written approval from the Sheriff. In order to be approved, the outside employment must:

- A. Be compatible with the employee's County duties.
- B. In no way detract from the efficiency of the employee in County duties.
- C. In no way be a discredit to County employment.
- D. Not take preference over extra duty required by County employment.
- E. Request must be in submitted in writing to the Sheriff every 12 months, with written approval provided to the employee by the Sheriff. (The Sheriff shall respond to the request within 30 days.)

2.7. Temporary Employees: A temporary employee shall not be employed for more than six (6) consecutive months.

### **ARTICLE 3 – ASSOCIATION RIGHTS**

#### 3.1. Dues Deduction:

- A. **Dues Deduction:** All employees covered by the terms and conditions of this Agreement shall have the voluntary choice of whether to become members of the Association. The County agrees to deduct dues as determined by the Association's Executive Board from the wages of each employee who is a member of the Association. The Association will provide notice to the County in writing on a mutually agreed upon form of the employees who have chosen to be members of the Association. If the County fails to deduct dues from the member's wages within thirty (30) days after having been provided notice by the Association in writing, the County shall be liable to the Association for the dues that the County failed to deduct without recourse to the employee. The County agrees to deposit the total amount deducted from all members into an established account designated by the Association, on a monthly basis. The County will provide a listing of each bargaining unit member and the amount deducted, to the Association, on a semi-annual basis.
- B. **Hold Harmless:** The Association agrees to indemnify and hold the County harmless from and against any and all claims, suits, orders or judgments brought against the County as a result of the County's compliance with the provisions of this Section and to reimburse any fees, costs or expenses incurred by the County in connection with the same. This obligation does not apply to any claim arising out of the County's failure to comply with the provisions of this Section.

3.2. Labor Relations Training: Subject to the operating requirements of the Sheriff's Office, members of the Association Executive Board shall be allowed an unpaid leave of absence or shall be allowed to use accrued vacation or compensatory time for the purpose of attending labor relations training and conferences.

3.3. Bulletin Boards: The County agrees to authorize the use of bulletin board space in convenient places to be used by the Association in communicating with the bargaining unit members. The Association shall limit its posting of notices and bulletins to such bulletin boards. The contents of such notices and bulletins shall be limited to the posting of factual information as it relates to employees and the business of the Association.

3.4. Safety Committee: An employee representative selected by the Association shall be included as a member of the County Safety Committee. The Safety Committee shall meet at regular times, and shall be responsible for reviewing and recommending County health and safety policies and procedures, for workplace inspections to locate and identify safety and health hazards, for investigating safety-related incidents, and for such other activities as the County Safety Committee and the County may determine would promote health and safety in the workplace.

3.5. Collective Bargaining Agreement Renewal Sessions: The Association's negotiating team, to be composed of no more than three (3) on-duty employees, shall be permitted to attend negotiation meetings with the County relative to securing contract renewal without loss of pay, unless such absences hamper the normal operations of the Sheriff's Office. The dates, times, and places for these negotiation sessions will be established by mutual agreement between the parties.

3.6. Contract Administration:

The Executive Board members of the Association may investigate and process grievances and other labor related matters during working hours, within reasonable limits, and without loss of pay, provided it does not conflict with Sheriff's Office operations. In order to ensure that there is no conflict with Sheriff's Office operations, an absence from duty for the purposes of investigating and processing grievances or other labor related matters must be approved in advance by the Chief Deputy.

Executive Board members may attend regular Executive Board meetings during working hours without loss of pay. Regular Executive Board meetings shall be scheduled for two hours on a quarterly basis. The Association may also from time to time schedule a second regular meeting in a quarter. The Association will provide notification to the County of the date and time of Executive Board meetings held during working hours.

The Association will exercise care to cooperate with the County to make sure there is no undue disruption to County operations caused by the operation of this section.

**ARTICLE 4 - NO STRIKE CLAUSE**

4.1. No Strike Clause: No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing or strike at any location in the County during the duration of this Agreement. If any such work stoppage, slowdown, picketing or strike shall take place, the Association will take all reasonable steps to immediately notify such employees so engaging in such activities to cease and desist. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established in the County by a labor organization when called upon to cross such picket line in the line of duty. Any employee engaging in any activity in violation of this Article shall be subject to disciplinary action, including discharge by the County.

**ARTICLE 5 - HOURS OF WORK**

5.1. Workweek: The "workweek" shall be defined as seven (7) consecutive calendar days commencing on Monday at 5 a.m. and ending the following Monday at 4:59 a.m. for employees working in the 911 center, and commencing Monday at 6 a.m. and ending the following Monday at 5:59 a.m. for all other employees.

## 5.2. Hours:

- A. The regular hours of work each workweek, to the extent consistent with operating requirements of the Sheriff's Office and the need for continuous service to the County throughout the week, shall be five (5) consecutive days of eight (8) consecutive hours of work per day, including meal and rest periods.
- B. At the option of the County, the regular hours of work each work week may be scheduled on the basis of four (4) consecutive days of ten (10) consecutive hours of work per day, including meal and rest periods.
- C. The other provisions of this Article notwithstanding, it is recognized that employees on Special Assignments must work such hours as the nature of the Special Assignment requires, and that, by mutual agreement between the County and the employee, the hours of work each day or each week may sometimes not be consecutive for an employee on a Special Assignment while carrying out the responsibilities of the Special Assignment. Special Assignments shall be those made by the Sheriff to individual Deputy Sheriffs to carry out or perform a specific function on a temporary or ongoing basis. The Special Assignments for which non-consecutive hours may be worked include Investigator, Search and Rescue Coordinator, Traffic Safety Team, Marine Deputy, Oregon Parks & Recreation District (ORPD) Deputy, School Resource Officer, Narcotics Task Force Officer, Training Officer, Resident Deputy, and Range Master.

5.3. Work Schedules: Subject to Sections 5.1 and 5.2 of this Article, all employees shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. Work schedules showing the employees' shifts, workdays and hours shall be posted in the Sheriff's Office patrol room and 911 Center break room. Except for emergencies and other situations beyond the County's control, and for the duration of the emergency or other situation, changes in work schedules shall be posted at least seven (7) calendar days prior to the effective date of the change.

Mandated shift changes which occur without seven (7) calendar days' prior written notification shall be subject to premium pay at time and one-half the employee's regular rate of pay. The premium pay liability shall be limited to those hours of the first two (2) days of a shift change which fall outside the employee's previously scheduled work hours. However, if a shift change without the seven (7) calendar days prior notification is the result of a bona fide emergency or other situation beyond the County's control which could not reasonably have been anticipated, the schedule change shall, for purposes of overtime payment, be treated as though seven (7) calendar days prior notification had been given.

## 5.4. Shift Assignments:

- A. Shift Change and Rotation for Patrol Deputies.
  - 1. Shift Scheduling. The regular shift rotation shall occur every three (3) months based on a calendar year, beginning January 1<sup>st</sup> of each year. The County will require all employees to select shift schedules to work during the calendar year as follows:
    - a. The County shall post a master schedule of the anticipated available shifts for each quarter of the year no later than October 1<sup>st</sup> of each calendar year. Selections for vacant Specialty Assignments shall be made prior to October 1<sup>st</sup> of each calendar year.

- b. Each Patrol Deputy, starting with the Deputy who has the most class seniority, shall in turn bid his or her four (4) quarters that he or she wishes to work among those indicated on the master schedule which have not been previously selected by a more senior employee(s). Deputies shall adhere to the following restrictions on shift bidding:
  - i. The Deputy shall not bid the same shift more than two (2) times in a calendar year unless all other shifts have been previously selected by more senior employees.
  - ii. The Deputy shall bid at least one (1) day shift and one (1) night shift per calendar year unless all other shifts have been previously selected by more senior employees. [Day shift shall be defined as any shift that starts between 2:00 am and 1:59 pm. Night shift shall be defined as any shift that starts between 2:00 pm and 1:59 am.]
  - iii. The Deputy shall bid at least two (2) shifts on weekends. Weekend shifts will be defined as any shift schedule that includes a Saturday, a Sunday, or both days.
  - iv. Deputies working Specialty Assignments, Resident Deputies, or Investigations shall not be subject to the above restrictions on shift bidding.

B. Shift Change and Rotation for Dispatchers.

- 1. Shift Scheduling. The regular shift rotation shall occur every three (3) months based on a calendar year, beginning January 1<sup>st</sup> of each year. The County will require all Dispatchers to select shift schedules to work during the calendar year as follows:
  - a. The County shall post a master schedule of the anticipated available shifts for each quarter of the year no later than October 1<sup>st</sup> of each calendar year.
  - b. Each Dispatcher, starting with the Dispatcher who has the most class seniority, shall in turn bid his or her four (4) quarterly shifts that he or she wishes to work among those indicated on the master schedule that have not been previously selected by more senior employees. Dispatchers shall adhere to the following restrictions on shift bidding:
    - i. The Dispatcher shall not bid the same shift more than two (2) times in a calendar year unless all other shifts have been previously selected by more senior employees:
    - ii. The Dispatcher shall bid at least one (1) day shift and one (1) night shift per calendar year unless all other shifts have been previously selected by more senior employees.

Night shift shall be defined as any shift that starts between 2:00 pm and 1:59 am. Day shift shall be defined as any shift that starts between 2:00 am and 1:59 pm.

- iii. The Dispatcher shall bid at least two (2) shifts of weekends. Weekend shifts will be defined as any shift schedule that includes a Saturday, a Sunday, or both days.
  - iv. Lead Dispatcher shifts shall be assigned by the supervisor to a day or night shift prior to the shift bid, and they shall not be subject to the above restrictions on shift bidding.
- C. Each employee shall have up to one hundred and twenty (120) hours to bid their shifts and return the bid to their supervisor. The supervisor will then provide the bid to the next employee by seniority, and that employee's 120-hour period will commence. Failure to bid with 120 hours will result in the employee falling to the bottom of the seniority list.
- D. Shift Trades. Employees shall be allowed to trade shifts subject to supervisory approval in accordance with the Fair Labor Standards Act, so long as the County does not incur additional costs as a result of the shift trade. The employee who is scheduled to work shall be responsible for any work absence. Rotational shift trades (i.e., shift trades for an entire quarter or major portion of the quarter) will not be allowed except for exceptional circumstances as determined by the County.
- E. The master schedule will be posted no later than January 1<sup>st</sup> of each calendar year.
- F. Exceptions. With regard to the above procedures, it is recognized that the scheduling of shifts on the basis of employee preference will not be allowed to interfere with the County's ability to provide the best and most cost-effective service to the public. By way of example thereof, the following exceptions to the above shift scheduling procedure are made:
  - 1. Probationary employees shall not be subject to these shift selection procedures.
  - 2. Employees assigned to a particular activity that is traditionally associated with specific work schedules shall not be subject to the provisions of these shift selection procedures. Examples of such assignments include the following:
    - a. Investigations.
    - b. Narcotics.
    - c. Inter-Agency Task Force.
    - d. Marine Deputy.
    - e. Resident Deputy
    - f. Lead Dispatch
  - 3. The County shall continue to have the right to change the scheduled work shift of employees in order to meet operational needs, comply with contractual requirements of third parties, and to respond to changes in staffing due to employee terminations, employee disabilities, budgetary exigencies and the like. Notice of any permanent change in the regular work schedule will be posted at least two (2) weeks in advance. The foregoing shall not apply when the change in schedule is for reasons beyond the control of the County.

- G. Rotating shifts shall not be applicable to or may be modified in the following situations:
1. A resident assigned deputy.
  2. Criminal investigator training position, normally one (1) year to two (2) years of duration.
  3. Special Assignments, except Search and Rescue Coordinator, Training Officer and Range Master.
  4. Authorized and available “light-duty” work assignments for injured employees that place the employee on a temporary “fixed” shift.
  5. Prior authorized and approved “preference” vacation schedules that, due to unanticipated vacancies (terminations, etc.), necessitate temporary changes in the normal rotation.
  6. Training situations.
  7. Any unforeseen or emergency situation that would necessitate a change in the normal rotation for a reasonable period of time.
- H. Any individual who, due to training, is advanced beyond, and therefore, loses a part of his/her shift rotation, will be given an equal amount of “makeup” time on that shift when the training is completed through a temporary trade with the trainee. The trainee’s regular rotation will not be designated until the “makeup” time is completed.
- I. By mutual agreement between the employee and his/her supervisor, the schedule of an employee assigned to a Special Assignment position of Investigator, Search and Rescue Coordinator, Traffic Safety Team, Marine Deputy, School Resource Officer, Narcotics Task Force Officer, Training Officer or Range Master, Oregon Parks & Recreation District, Resident Deputy, or of a Patrol Deputy may be “flexed” to allow the employee to work more than the number of hours in his/her regular shift without payment of overtime, provided that during the same workweek the employee is allowed an amount of time off without pay equal to the amount of daily time worked in excess of the number of hours in the employee’s regular shift. Flex time shall not result in overtime or compensatory time to the County unless the employee works more than forty (40) hours in the workweek involved, and the parties specifically waive application of ORS 279.340 whenever a flex time schedule or schedule adjustment occurs.

5.5. Shift Rotation: The parties agree that the workweek will remain the same for all employees (Monday, 5 am through the following Monday, 4:59 am for employees working in the 911 center, and Monday, 6 am through the following Monday, 5:59 am for all other employees), even in weeks in which an employee rotates to a new schedule in accordance with Sections 5.3 and 5.4 hereof. The parties agree that if a shift rotation results in an employee working more than forty (40) hours in a workweek, the employee will be paid overtime in accordance with Section 11.3 of this Agreement. The parties further agree that if a shift rotation results in an employee working less than forty (40) hours in a workweek, the employee may make up the additional hours needed to reach forty (40) in the workweek from accrued vacation or compensatory time off, or by working the additional hours if shifts are available. The parties agree that in a shift rotation, an employee will get at least two days off between the old shift and the new shift. If an employee does not get at least two days off in such circumstances, the employee will be paid time-and-a-half for any work performed on those two days.

5.6. Meal Periods: To the extent consistent with the operating requirements of the Sheriff's Office, continuous shift employees will normally be granted a meal break of thirty (30) minutes which shall be considered on-duty time during which they are subject to calls for service. Any employee required to work four (4) or more hours beyond his/her scheduled quitting time may upon request be provided with a meal either during or at the conclusion of his/her extended shift. Dispatch personnel who are not allowed to leave their work station during their meal break will have a meal provided to them. Employees who are not assigned to continuous shifts shall receive a nonpaid duty-free lunch period of one-half (1/2) to one (1) hour.

When an employee is on authorized travel outside the County, a meal allowance in an amount up to the current County-established rate shall be allowed.

5.7. Break Periods: Employees shall be relieved of their duties for 10 minutes during each half shift. If such break time is not prescheduled, an employee may take it at such time(s) as workloads allow. Employees may be subject to call during such periods, and will not receive extra compensation if they do not receive or are required to work during a break.

5.8: No provision of this Agreement shall be construed as establishing or inferring a guarantee of any hours of work per day or per week.

## **ARTICLE 6 - PROBATIONARY PERIOD**

6.1. Probation Period: The probationary period is an integral part of the employee selection process and provides the County with the opportunity to upgrade and improve the quality of its services to the citizens of the County by observing a new employee's work, training new employees, and assisting new employees in adjusting to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards. Probationary employees are covered by this Agreement.

6.2. Length of Probation: Whenever a new employee is hired, promoted or transferred into a bargaining unit position, he/she shall serve a probationary period of twelve (12) full months of employment, unless the position requires certification by the Oregon DPSST and he/she does not possess the certification required of the position, in which event the probationary period shall be eighteen (18) full months of employment. Employees serving an eighteen (18) month probationary period shall be eligible for a step increase upon completion of twelve (12) months' service if their performance is satisfactory. Every new employee who successfully completes his/her initial probationary period shall become a regular employee.

6.3. Current Employees: In instances where a current employee assumes a different position in the bargaining unit, the employee will be subject to reclassification to his/her former position for unsatisfactory performance in the new position, or he/she may voluntarily return to his/her last job position, for a period of up to sixty (60) calendar days from the date the employee assumes the different position. After sixty (60) calendar days, the employee will only be entitled to return to the next available opening in the employee's previous classification for up to six (6) months.

## **ARTICLE 7 - SENIORITY**

7.1. Definitions: Except as otherwise specifically provided herein, an employee's seniority shall be regarded as his/her "departmental seniority" and/or his/her "classification seniority." Departmental seniority shall be the employee's total length of unbroken employment with the Sheriff's Office, and classification seniority shall be the employee's total length of unbroken employment in his/her current classification. An employee's length of employment

shall be his/her most recent period of continuous employment within the Sheriff's Office or the classification.

7.2. Continuous Employment: Continuous employment for the purpose of accumulating vacation leave credit shall be service unbroken by separation from employment with the County. Periods of excused absence of less than one (1) month shall be included as continuous employment. Unless the law otherwise requires, layoffs of one (1) month or more, or leaves of absence of one (1) month or more, including absences due to sick leave, will not be counted as part of continuous employment for accrual purposes, but employees returning from any such leave and from layoff status within one (1) year of the layoff shall be entitled to credit for service prior to the absence. In addition an employee who leaves County employment but returns within ninety (90) days of their separation may, with mutual agreement between the Sheriff and the Association, receive credit for their service prior to separation of employment, this credit shall only apply to seniority in reference to shift bid, and preference vacation purposes.

If an employee is on a bona fide time loss injury, and is able to return to work within one (1) year, the period of the injury shall be considered as continuous employment for purposes of maintaining said employee's seniority. The employee shall also continue to receive all of the health, welfare and life insurance benefits that the County is permitted by law to provide that are specified in Article 16 of this Agreement for up to one (1) year.

7.3. Loss of Seniority: All seniority shall be lost for the following reasons:

- A. If the employee voluntarily quits or resigns, except as provided above;
- B. If the employee is discharged;
- C. If the employee retires;
- D. If the employee is laid off because of a reduction in force or lack of work for a period in excess of one (1) year;
- E. Unless a reason satisfactory to the Sheriff is given, failure to respond within five (5) days after receipt of a notice of recall from a layoff. Such notice shall be sent by certified mail, return receipt requested, and marked "deliver to addressee only," to the employee's last known address on file with the County;
- F. Failure to register in person or by mail with the County at least once every thirty (30) calendar days during periods of layoff, signifying his/her availability for recall and updated address and telephone number.

7.4. Layoff and Recall: In the event of a layoff of employees in the Sheriff's Office, selection of employees retained will be in accordance with classification seniority within the affected job classification(s), so long as the senior employees possess qualifications, aptitude and ability to perform the work equal to those of the employees laid off. Except in unusual circumstances, employees shall normally be given at least two (2) weeks' notice of layoff. Employees will be recalled from layoff in the reverse order of the layoff.

7.5 Seniority List: Upon request, the Sheriff shall provide the Association with a copy of the seniority list.

7.6 Specialty Assignments: A specialty assignment is one in which the primary duties pertain to the assignment and are different from regular patrol duties. Vacant

specialty assignments for traffic safety team, marine deputy, school resource officer, Oregon Parks & Recreation District, and other specialty assignments not specifically excepted herein shall be posted by the Sheriff for at least fourteen (14) days in order to allow interested employees to apply for the assignment. (Specialty assignments for Investigations and MINT do not follow this process.) Appointments to specialty assignments shall be made on the basis of qualifications, competence, and Sheriff's Office needs as determined by the Sheriff. Ties will be broken by seniority. Disagreements over assignments and removals from assignments under this section may be grieved through Step 2 of the grievance procedure. The length of specialty assignments is at the sole discretion of the Sheriff or his/her designee.

7.7 Collateral Assignments: A collateral assignment is one in which the primary function entails regular patrol duties with additional duties assigned (e.g., Search & Rescue Coordinator, Firearms Instructor, Reserve Coordinator, Posse Coordinator, Training Officer, etc.). Collateral assignments follow the same process for selection as Specialty Assignments as set forth in Section 7.6. The length of specialty assignments is at the sole discretion of the Sheriff or his/her designee.

7.8 Lead Dispatchers: The County may assign up to two (2) Lead Dispatcher positions. If there are two Lead Dispatchers, one will be required to work day shift and the other will work night shift. The Lead Dispatchers will alternate between day and night shift so that each Lead does two (2) shifts of days and two (2) shifts of nights shifts per year. When possible the Lead Dispatchers will also be scheduled with opposite days off in order to best support the dispatch center. Actual shifts for the Lead Dispatch position will be assigned by the Dispatch Manager and delegated prior to the yearly shift bid. A Lead Dispatcher assignment will generally last for two-years. The selection process will follow section 7.6 above. The removal process will be at the discretion of the Sheriff.

## **ARTICLE 8 - DISCIPLINE AND DISCHARGE**

8.1. Discipline: Disciplinary action shall be limited to the following:

- A. Written reprimand.
- B. Suspension without pay.
- C. Reduction in pay.
- D. Demotion.
- E. Discharge.

Disciplinary action shall only be taken for just cause, which shall include application of progressive discipline when consistent with the nature of the offense and other relevant circumstances. The definition and application of just cause for law enforcement officers is also subject to ORS 236.350, ORS 243.808, and applicable State law. If an employee is to be disciplined, he/she shall receive written notice specifying the reason or reasons for the disciplinary action, the policies, procedures, rules, regulations and/or laws determined to have been violated and the facts which lead to the disciplinary conclusion. If the Sheriff or another supervisor has reason to discipline an employee, he/she shall not impose such discipline in a

manner that will unduly embarrass or humiliate the employee before other employees or the public.

The appeal of any disciplinary action shall be made through the grievance procedure set forth in Article 10. The Association may process a grievance concerning economic discipline commencing at Step 2 of the grievance procedure. Employees shall not be permitted to pursue any disciplinary action grievance arising under this Agreement to the County Civil Service Commission.

8.2. Discharge: Any employee may be discharged during his/her probationary period without recourse to the provisions of this Article or the grievance procedure (Article 10) of this Agreement.

## **ARTICLE 9 - EMPLOYEE RIGHTS**

### 9.1. Employee Bill of Rights:

In order to ensure that such investigations are conducted in a manner conducive to good order and discipline, meanwhile observing and protecting the individual rights of each employee of the Sheriff's Office, the following rules are hereby established:

- A. When any bargaining unit member is under investigation and subjected to interview by competent authority designated by the Sheriff which could reasonably lead to an economic sanction, the interview shall be conducted under the following conditions:
1. The interview shall be conducted at a reasonable hour, preferably at a time when the member is on-duty, or during the normal working hours for the member, unless the seriousness of the investigation requires otherwise. If such interview does occur during off-duty time of the member being interviewed, the member shall be compensated for such off-duty time in accordance with regular Sheriff's Office procedures and the provisions of this Agreement.
  2. The interview shall take place at a location designated by the investigating officer, preferably at the Wasco County Sheriff's Office.
  3. The member under investigation shall be informed, in writing, prior to such interview that he/she has a right to have Association representation during the interview, and of the rank, name and command of the officer in charge of the interview, the interviewing officers, and all other persons to be present during the interview. All questions directed to the member being interviewed shall be asked by and through no more than two (2) investigators at one time.
  4. Unless release of information would otherwise compromise the investigation, the member under investigation shall be informed in writing of the nature of the investigation, the specific facts which form the basis of the allegation(s) against the member, the specific rules, regulations, policies, procedures and/or laws the member is alleged to have violated, the name and address of the persons making the complaint unless the complainant requests the information not be disclosed, and statement and/or reports which state the facts upon which the allegation(s) are based, prior to any interview. If the Sheriff receives an anonymous complaint against a member, he/she may determine if there are other known persons or evidence to substantiate it. If there are, then the Sheriff may pursue the complaint. If not, no record of the anonymous complaint may be retained. The member may be informed of the receipt of the anonymous complaint, but the

member shall not be interviewed unless other known persons or evidence substantiate the complaint.

5. The interview session shall be for a reasonable period taking into consideration the gravity and complexity of the issue being investigated. The member being interviewed shall be allowed to attend to his/her own personal physical necessities.
  6. The member being interviewed shall not be subjected to offensive language or threatened with disciplinary action, except that a member refusing to respond to questions or submit to interview shall be informed that failure to answer questions directly related to the investigation or interview may result in disciplinary action. No promise of reward shall be made as an inducement to answering any question. The member's home address, telephone number, or photograph shall not be given to the press or news media without his/her express consent, unless otherwise required by law.
  7. The complete interview of the member may be recorded. If a tape recording is made of the interview, the member shall be provided a complete copy of the tape if further proceedings are contemplated or prior to any further interview at a subsequent time. Upon request, the member shall be provided a transcribed copy of any notes made by a stenographer or to any reports or complaints made by investigators or other persons, except those which are deemed by the Sheriff to be confidential. No notes or reports which are deemed by the Sheriff to be confidential may be entered in the member's personnel file. The member being interviewed shall have the right to bring a recording device and record any and all aspects of the interview.
  8. If prior to or during the interview of the member it is deemed that he/she may be charged with a criminal offense, he/she shall be immediately informed of his/her constitutional rights.
  9. Upon the filing of a formal written statement of charges, or whenever an interview focuses on matters which are likely to result in disciplinary action against the member, that member, at his/her request, shall have the right to be represented by an Association representative of his/her choice who may be present at all times during such interview. The Association representative shall not be subject to the same investigation. This section does not apply to any communications with a member in the normal course of duty, including administrative inquiries (matters which experience and common sense indicate are subject to resolution at the supervisory/command level and which are unlikely to lead to discipline of an economic nature), counseling, instruction, or informal admonishment, or other routine or unplanned contact with a supervisor or any other member, nor shall this section apply to an investigation concerned solely and directly with alleged criminal activities.
- B. No member shall be subjected to disciplinary action, or denied promotion, or be threatened with any such treatment, because of the lawful exercise of rights granted herein, or the exercise of any rights under any existing administrative grievance procedure. Nothing in this section shall preclude the Sheriff from ordering a member to cooperate with other agencies involved in criminal investigations. If any member fails to comply with such order, the Sheriff may officially charge such member with insubordination, consistent with the member's constitutional rights.

- C. No member shall be compelled to submit to a polygraph examination against his/her will. No disciplinary action or other recrimination shall be taken against a member refusing to submit to a polygraph examination, nor shall any comment be entered anywhere in the investigator's notes or anywhere else that the member refused to take a polygraph examination, nor shall any testimony or evidence be admissible at a subsequent hearing, trial, or proceeding, judicial or administrative, to the effect that the member refused to take a polygraph examination.
- D. Nothing contained herein shall preclude or prohibit any member from pursuing civil litigation for false or malicious complaints.

9.2. Personnel Files:

- A. A copy of any material reflecting critically upon an employee shall be furnished to the employee when it is placed in the personnel file.
- B. An employee, or his/her Association representative may inspect the contents of his/her personnel file upon either the employee's or the Association representative's written request to do so to the Sheriff. If the employee believes that material which is in or is to be placed in his/her personnel file is incorrect or derogatory, he/she shall be entitled to prepare in writing his/her explanation or opinion regarding the particular materials, and this shall be included as a permanent part of the file, provided such written explanation or opinion is presented to the Sheriff within thirty (30) calendar days of the date the material in question is presented to the employee for signature.
- C. All written records of disciplinary action taken against an employee will be placed in the employee's personnel file within fourteen calendar (14) days of the issuance of the discipline. Any other material placed in an employee's personnel file will be entered within thirty (30) calendar days of the occurrence giving rise to the entry, or thirty (30) calendar days after the occurrence comes to the attention of the Sheriff or the employee's supervisor, whichever is later.

9.3. Non-Discrimination: The County and the Association agree that each will fully comply with applicable laws and regulations regarding discrimination and will not discriminate against any employee because of such employee's race, religion, color, national origin, age, union status, marital status, gender or other status protected under local, state or federal law. The parties agree that the labor agreement will not serve to restrict the County's obligation to comply with federal and state law concerning its duty to reasonably accommodate individuals with disabilities.

Any claim of a violation of this Section shall be pursued through Step 3 of the grievance procedure contained herein, but shall not be pursued to Step 4, Arbitration, or otherwise used as the basis for a claim of a violation of this Agreement.

**ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE**

10.1 Definition of Grievance: For the purpose of this Agreement, a grievance is defined as any one of the following:

- A. A claim by an employee covered by this Agreement concerning the meaning or interpretation of a specific provision or clause of this agreement as it affects such employee;

- B. A claim by the Association concerning the application of a specific provision or clause of this Agreement as it affects a specific member or members of the Association.

In the event of a grievance concerning a disciplinary issue, an individual employee who does not wish the Association to pursue a grievance (under Section 10.1(b) hereof) shall notify the Association in writing at any time prior to the Association decision to arbitrate the issue. A non-member of the Association shall have the right to pursue a disciplinary grievance on their own behalf and the Association will not be a party to the grievance. A grievance which is resolved by an individual's exercise of his/her right to elect not to pursue a disciplinary grievance shall not constitute a precedent against the Association with regard to the substance of the disciplinary grievance in question.

10.2. Grievance Procedure: To promote better employer-employee relationships, both parties pledge their immediate cooperation to settle any grievances or complaints that might arise out of the application of this Agreement, and the following procedure shall be the sole procedure to be utilized for that purpose.

Step 1: The aggrieved employee, or an Association Representative, shall take up the grievance with the employee's supervisor within ten (10) days of its occurrence or ten (10) days of the date on which the employee first had, or with the exercise of due diligence reasonably could have had, knowledge of the occurrence, whichever is later. In the event the alleged grievance is one in which two (2) or more employees would be aggrieved, the grievance may be taken up with the supervisor(s) of the aggrieved employees by the Association representative, provided the Association identifies the grieving employees. The employee's supervisor shall respond to the grieving party.

Step 2: If the matter is not settled within ten (10) days of its reference to the supervisor, the grievance shall be reduced to writing, including, but not limited to, a statement of the grievance and relevant facts, the provision(s) of the Agreement allegedly violated, and the relief sought, and the grievance shall be presented to the Sheriff by the Association representative or a non-member of the Association pursuing a disciplinary grievance within twenty (20) days of the date it was taken up with the supervisor at Step 1. The Sheriff or his/her designee shall meet with the Association representative or the non-member of the Association within ten (10) days, or as otherwise mutually agreed, to attempt to settle the grievance. After the meeting, the Sheriff shall provide a written response within ten (10) days to the grieving party.

Step 3: Should the Association representative or non-member of the Association and the Sheriff fail to reach a settlement within ten (10) days of submission of the grievance to the Sheriff, the Association or non-member of the Association pursuing a disciplinary grievance shall have the right to submit the grievance in writing to the County Board of Commissioners, provided that such submission shall be within ten (10) days from the date of the written response from the Sheriff at Step 2. After submission of the grievance to the County Board of Commissioners, the County Board of Commissioners shall provide a written response within ten (10) days to the Association representative. In the event the Board of Commissioners holds a hearing or otherwise considers a matter involving a disciplinary grievance at a public meeting, the Board of Commissioners shall review the facts of the grievance in executive session unless waived by the grievant.

Step 4: Should the County Board of Commissioners and the Association fail to settle the grievance within ten (10) days from the date the grievance is submitted to the County Board of Commissioners and if the Association or non-member of the Association pursuing a disciplinary grievance wishes to pursue the matter further, the Association or non-member shall, within ten (10) days from the expiration of the ten (10) day period for

settlement with the County Board of Commissioners, simultaneously (1) provide written notice to the County Board of Commissioners of the Association's referral of the grievance to arbitration and (2) send a written request to the Employment Relations Board's State Conciliation Service to provide a list of the names of thirteen (13) arbitrators. A copy of the request for an arbitration panel shall be enclosed with the notice to the County Board of Commissioners which refers the dispute to arbitration. Upon receipt of the arbitrator list, the Association or the non-member of the Association and the County shall alternately strike names from it, with the first strike being determined by lot. When only one (1) name remains on the list, that name shall be the arbitrator. For grievances contesting imposition of formal discipline upon a law enforcement officer, the parties will adhere to the process provided by ORS 243.808 and the Employment Relations Board.

10.3. Arbitrator's Decision: The arbitrator's decision shall be final and binding on the Association and the County but the arbitrator shall have no power to alter the terms of this Agreement. The arbitrator's decision shall be within the scope and terms of this Agreement and the arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of the proceedings, including filing of briefs, if any.

10.4. Arbitrator's Expenses: Expenses for the arbitrator's services and proceedings shall be borne by the losing party as determined by the arbitrator. However, each party shall be responsible for any other expenses incurred by them.

10.5. Time Limits: The time periods specified in this Article may be extended or modified by written agreement. If at any step of the grievance procedure the grievant fails to comply with the time limits or procedures set forth in this Article, the grievance shall be deemed abandoned and non-arbitrable. If at any step of the grievance procedure the County fails to issue a response within the time limits set forth in this Article, the grievance will be advanced to the next step.

10.6. Grievance Meetings: Meetings between the Sheriff and/or the County Board of Commissioners or their designee(s) and representatives of the Association shall be arranged at mutually convenient times. The purpose of meetings with the Association will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the Association may discuss with the County other issues which would improve relationships between the parties. Prior written notice of topics for discussion at such meetings shall be furnished by each party to the other. If the parties agree to meet for the purpose of processing a grievance during the regularly scheduled work hours of some or all of the employees involved in processing such grievance, those employees shall suffer no loss of pay for the time involved.

10.7. Determination of Merit: The provisions of this Article shall not be interpreted to require that the Association process any grievance through the grievance or arbitration procedure which it believes, in good faith, lacks sufficient merit.

## **ARTICLE 11 – COMPENSATION**

11.1: Effective July 1, 2018, employees covered by this Agreement shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A, which is hereby incorporated into and made a part of this Agreement. The parties agree that the minimum time of service in each step shall be one year. Step increases for eligible employees will occur on the employee's anniversary date. Progression from one step to another is not automatic with minimum time but is subject to satisfactory performance.

Effective the first full pay period after July 1, 2024, the wages of all employees covered by this agreement shall be increased by 5%.

Effective the first full pay period after July 1, 2025, the wages of all employees covered by this agreement shall be increased by 5%.

Effective the first full pay period after July 1, 2026, the wages of all employees covered by this agreement shall be increased by 5%.

When a new position not listed on the wage schedule in Appendix A is established, the County shall designate a job classification and pay rate in writing for the position.

11.2. Pay Periods: The salaries and wages of employees shall be paid semi-monthly.

11.3. Overtime: The Sheriff or designee, whenever in their judgment they deem it necessary because of emergency or for purposes of efficiency, economy, or otherwise, may require employees to work overtime on any day, at any hour, and for so long a period of time as they specify.

Except for instances when an employee works a “flex” schedule, an employee shall be compensated at the rate of time and one-half (1-1/2) for work under the following conditions, but in no event shall such compensation be received twice for the same hours:

- A. In the case of a “5-8” work schedule:
  - 1. All work in excess of eight (8) hours (excluding the uncompensated portion of meal periods) on any scheduled workday.
  - 2. All work in excess of forty (40) hours in any workweek.
- B. In the case of a “4-10” work schedule:
  - 1. All work in excess of ten (10) hours (excluding the uncompensated portion of meal periods) on any scheduled workday.
  - 2. All work in excess of forty (40) hours in any workweek.
- C. In any week in which an employee works a “flex” schedule, the employee shall receive overtime compensation only for work in excess of forty (40) hours in that workweek.
- D. Except in the case of a shift extension and when otherwise practicable, overtime work shall be distributed equally among those qualified employees in a given classification who are willing and available to safely and efficiently perform the work.

Employees who work overtime without proper authorization will be subject to discipline, up to and including termination.

11.4. Court Time: Whenever an employee is required to appear in Court outside his/her regularly scheduled shift, he/she shall be compensated for such time at the rate of time and one-half (1-1/2) for all time spent in such Court appearance, with a minimum of two (2) hours’ compensation at the overtime rate. This minimum guarantee shall not be applicable to

Court time which includes an extension directly prior to or immediately after the employee's regularly assigned shift.

11.5 Callback: Authorized callback overtime shall be compensated at the below minimums:

- A. On a Scheduled Workday: Three (3) hours (either overtime pay or compensatory time off at the rate of time and one-half, at the employee's choice, as provided in Section 11.6), provided, however, that this minimum shall not apply if the callback assignment begins thirty (30) minutes or less before the start or after the end of the employee's regular shift.
- B. On a Scheduled Day Off: Three (3) hours (either overtime pay or compensatory time off at the rate of time and one-half, at the employee's choice as provided in Section 11.6). Scheduled days off shall include scheduled leave days.

11.6. Form of Compensation: Compensation for authorized overtime work shall be paid in the form of compensatory time off or in the form of compensatory pay at the applicable rate. An employee shall be entitled to choose to have overtime compensated in the form of compensatory time off, to a maximum accrual of forty (40) hours. An employee may choose to have an additional forty (40) hours of overtime compensated in the form of compensatory time off, subject to supervisory approval. Compensatory time off shall be scheduled consistent with the FLSA at a time that is mutually agreeable to the Sheriff or designee and the employee. Compensatory time off may be combined with other forms of time off. Except for vacation requests made as part of the annual seniority-based vacation scheduling request process provided for in Section 13.2 of Article 13, the Sheriff's Office will respond in writing to the employee within five (5) days of a request for prescheduled time off.

11.7. Monthly Report: Each month each employee will be provided with a report as to his/her accumulations of compensatory time off, vacation time, holiday time, and sick leave.

11.8 Definition of "Hours Worked": The parties agree that only for purposes of calculation of overtime in accordance with Section 11.3, above, all hours for which an employee receives compensation shall count as "hours worked," excluding holiday pay under Section 12.3.

11.9 Field Training Officer Compensation: An assigned Field Training Officer shall receive a five percent (5%) base pay hourly incentive during which the Field Training Officer has a probationary employee with him/her during his/her scheduled shift(s).

11.10 Bilingual Pay: An employee demonstrating oral proficiency in Spanish shall receive a five (5%) base pay hourly incentive. Proficiency will be established by a Human Resources approved testing process. Employees shall not be eligible for the language incentive pay until successful completion of the testing. Recertification for employees eligible to receive the language proficiency will occur every two (2) years. The Sheriff has the authority to limit the number of individuals in each classification who may be eligible for this premium.

11.11 Certification and Education Pay: Effective July 1, 2021, employees possessing certain certifications from DPSST shall be compensated as follows:

- A. An Intermediate Certificate from DPSST a two and one-half percent (2.5%) base pay hourly incentive.

B. An Advanced Certificate from DPSST a two and one-half percent (2.5%) base pay hourly incentive.

C. The incentive for Certificate pay shall be cumulative.

## ARTICLE 12 - HOLIDAYS

### 12.1 Recognized Holidays:

A. The following shall be recognized as holidays for regular and probationary employees under this Agreement:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King, Jr.'s Birthday	Third Monday in January
Presidents' 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
Christmas Day	December 25 <sup>th</sup>

12.2. Holiday Pay: An eligible employee shall receive the equivalent hours of their regularly assigned shift in pay for each of the holidays listed above which falls on a regularly scheduled workday and on which he/she performs no work. For example, an employee assigned to a ten (10) hour shift will receive ten (10) hours pay, and an employee assigned to a twelve (12) hour shift will receive twelve (12) hours pay.

12.3. Weekend Holidays: Whenever a holiday falls on an employee's regularly scheduled day off, he/she shall be credited with eight (8) hours of holiday time off or shall be paid an extra eight (8) hours at his/her regular hourly rate, with such payment to be in addition to his/her normal wage.

12.4. Holiday Work: If an eligible employee works on any of the holidays listed above, he/she shall, in addition to his/her pay for that day, be credited with one and one-half (1-1/2) hours of holiday time off for each hour worked or shall be paid an extra one and one-half (1-1/2) hours of compensation at his/her regular hourly rate for each hour worked on the holiday, with such payment to be in addition to his/her normal wage.

12.5. Holiday Accrual: The choice of holiday time-off or pay is the sole option of the employee for each holiday worked or which falls on a regularly scheduled day off. All hours accrued as holiday time-off shall be kept in a separate holiday account and shall not be combined with any other form of time-off accrual allowed by the Agreement. Such holiday account shall not exceed forty (40) hours.

12.6. Holiday During Vacation: Should an employee be on paid vacation when a holiday occurs, such holiday shall not be charged against his/her vacation.

12.7: After an employee has served with the County for sixty (60) calendar days or longer, he/she will be entitled to cash payment for uncompensated accrued holiday time off if his/her employment is terminated. In case of death, compensation will be paid to the employee's beneficiary as designated on his/her County life insurance policy.

### **ARTICLE 13 - VACATIONS**

13.1. Amount of Vacation and Eligibility Requirement: All employees will be eligible to utilize accrued vacation from their hire date. Regular employees who have at least one (1) year of continuous employment with the County shall be entitled to annual paid vacation in accordance with the following schedule:

<u>Length of Employment</u>	<u>Yearly Accrual</u>	<u>Monthly Accrual</u>
1 through 3 years	92 hours	7.67
Beginning at the start of the 4 <sup>th</sup> year	100 hours	8.33
Beginning at the start of the 5 <sup>th</sup> year	108 hours	9.00
Beginning at the start of the 6 <sup>th</sup> year	116 hours	9.67
Beginning at the start of the 7 <sup>th</sup> year	124 hours	10.33
Beginning at the start of the 8 <sup>th</sup> year	132 hours	11.00
Beginning at the start of the 9 <sup>th</sup> year	140 hours	11.67
Beginning at the start of the 10 <sup>th</sup> year	148 hours	12.33
Beginning at the start of the 11 <sup>th</sup> year	148 hours	12.33
Beginning at the start of the 12 <sup>th</sup> year	156 hours	13.00
Beginning at the start of the 13 <sup>th</sup> year	156 hours	13.00
Beginning at the start of the 14 <sup>th</sup> year	164 hours	13.67
Beginning at the start of the 15 <sup>th</sup> year	172 hours	14.33

13.2. Scheduling: Starting on November 1 of each year, employees shall be permitted to bid "preference" vacation by classification seniority. Employees shall be permitted to select up to their yearly accrual amount, as set forth in Section 13.1. A minimum of forty (40) hours of vacation time must be used per bid and all hours must be consecutive, except that employees may also bid up to three non-consecutive single days upon two weeks' notice provided that the employee may not bump a previously bid preference vacation. Additional non-consecutive days may, in the Sheriff's Office's discretion, be approved as part of the priority bid process. Non-preference vacation may be scheduled on a first come-first serve basis any time after the master schedule has been posted. The County shall make the final determination of vacation times, based on operations and the availability of vacation relief. Employees may not use vacation time they have not accrued.

Each employee shall have up to seventy-two (72) hours to bid their vacation and return the bid to their supervisor. The supervisor will then provide the bid to the next employee by seniority, and that employee's 72-hour bid period will commence. Failure to bid within seventy-two (72) hours and return the bid to the supervisor will result in the employee falling to the bottom of the seniority bid list.

13.3. Maximum Accumulation: The maximum accumulation of accrued vacation is two hundred and forty (240) hours. Employees are expected to schedule vacation to avoid exceeding the maximum accumulation. If an employee is denied a vacation request within the thirty (30) days prior to exceeding the maximum accumulation, the employee's vacation time in excess of 240 hours may either be cashed out or the employee may be required to take vacation time off at a time selected by the County, at the Sheriff's discretion. In all other circumstances, vacation accumulation in excess of 240 hours will be lost.

13.4. Vacation Pay on Termination or Death: Upon termination or death of a regular employee who has completed at least one (1) year of continuous employment, compensation at the current rate for all accumulated vacation shall be paid to the employee or his/her heirs.

13.5. Leave Donation: An employee may donate vacation leave time to another employee who has exhausted all accrued paid leaves and is in documented need of additional sick leave due to illness or injury of the employee or a family member for a serious health condition as defined by the FMLA/OFLA. Leave donations shall be subject to the terms of the Wasco County Hardship Leave Policy dated June 2004.

#### **ARTICLE 14 – FAMILY AND MEDICAL LEAVE**

Leaves of absence to which an employee is entitled under state and federal law governing family and medical leave and pregnancy disability will be provided to employees in accordance with applicable law. Pursuant to the Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA), employees may be eligible for family or medical leave for certain qualifying reasons. Eligibility is based upon length of employment and/or hours worked. When the reason for leave is eligible under more than one law, the leave is applied concurrently. FMLA and OFLA provide for unpaid time off. However, an employee's accrued paid leave will be applied at the same time. After the exhaustion of paid leave, the remaining leave period will be unpaid. The employee's health insurance coverage continues while on FMLA as if the employee had continued to work. In all other situations, the employee's health insurance coverage continues in compliance with the applicable federal or state law during a family and medical leave of absence.

#### **ARTICLE 15 - SICK LEAVE**

15.1. Accumulation: After an employee has completed three (3) full months of employment, he/she shall be credited with twenty-four (24) hours of sick leave time. Thereafter, the employee shall continue to accrue sick leave at the rate of eight (8) hours for each full calendar month of active employment, provided the employee performs work during the month. Sick leave is provided by the County to cover "sickness" and is not to be used as a supplement for vacation. Sick leave may be taken only for the purposes specified in Section 15.2 hereof.

15.2. Utilization of Sick Leave: Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of:

- A. Illness.
- B. Injury.
- C. Pregnancy.
- D. Necessary medical or dental care.

- E. Quarantine – exposure to contagious disease which will endanger the health of the employee if he/she continues to work or the health of those who associate with him/her.
- F. Serious illness in the employee’s immediate family, which shall be defined to include the employee’s mother, father, spouse, same-sex domestic partner, sister, brother, children, stepchildren, stepparents, and grandparents, or any relative residing in the employee’s immediate household. This does not provide extended household or child care. A maximum of five (5) days’ absence shall be allowed for each such serious illness.
- G. As provided for and allowed pursuant to the Oregon and Federal Family Medical Leave and Oregon Sick Time laws.

15.3: An employee shall not be required to furnish a medical certificate to substantiate a request for sick leave of three (3) days or less, except in cases of suspected abuse. Unless otherwise required by law, an employee shall be required to furnish a medical certificate for absences of more than three (3) consecutive days, except that this requirement may be waived by the County in individual cases. If a health care provider was not consulted, a signed statement from the employee giving the reasons for the absence and the reasons for not having a health care provider’s statement may be accepted as supporting evidence by the Sheriff or designee. Proven abuse or misuse of sick leave may subject an employee to discipline, up to and including discharge.

15.4: No employee shall be entitled to sick leave pay while absent from duty due to the following causes (unless otherwise required by law):

- A. Disability arising from any sickness or injury purposely inflicted.
- B. Sickness or disability sustained while on leave of absence without pay.
- C. Inability to properly perform required duties because of intoxication.
- D. Injury or illness for which the employee is eligible for industrial insurance benefits from an employer other than the County.

15.5: In the event an employee suffers from illness or injury and is unable to perform his/her duties, he/she shall notify his/her supervisor of his/her expected absence and the expected length thereof prior to the start of his/her regular work shift.

15.6. Integration with Workers’ Compensation: When an injury occurs in the course of employment, the injured employee may utilize accrued sick leave to receive the difference between payments received under workers’ compensation and his/her regular salary. In such instances, prorated charges will be made against the employee’s accrued sick leave.

15.7: Sick leave is provided by the County solely in the nature of insurance against loss of income due to “sickness,” as defined above. Except as allowed by ORS 238, et seq., (PERS) and Section 15.8 below, no compensation for accrued sick leave shall be provided for any employee upon his/her death or termination of employment, for whatever reason. Sick leave shall not accrue during any period of layoff or leave of absence, except for a leave of absence required by the County for job-related educational or training purposes.

15.8: Upon the service or disability retirement of an employee, all of the retiring employee’s accumulated sick leave shall be reported to the Public Employees Retirement System, and, pursuant to procedures of the PERS, taken into account in determining the employee’s retirement benefits.

15.9: Sick Leave during FMLA or OFLA leave. An employee must use accrued sick leave when the employee is on FMLA and/or OFLA leave due to his/her own serious health condition.

## **ARTICLE 16 - OTHER LEAVES OF ABSENCE**

16.1. Compassionate Leave: An employee will be granted a compassion leave, with pay, for work time lost in the event of a death in the employee's immediate family. Paid time off granted shall be up to a maximum of forty (40) hours. Compassionate leave shall be granted for each death in the employee's immediate family. Immediate family shall include the employee's mother, father, spouse, same-gender domestic partner, sister, brother, children, stepchildren, stepparents, grandparents, mother-in-law, father-in-law and grandchildren, or any relative residing in the employee's immediate household. Compassionate leave shall run in concurrence with OFLA.

16.2. Leave of Absence: After completion of his/her probationary period, a leave of absence without pay for a limited period not to exceed thirty (30) calendar days may be granted an employee for job-related educational or training purposes or for other reasons satisfactory to the County where, in the judgment of the Sheriff, the work of the Sheriff's Office would not be seriously handicapped by the temporary absence of the employee requesting such leave. Any such leave must be requested in writing and must be approved by the Sheriff and the Board of Commissioners. At the discretion of the County, upon further written request by the affected employee, such leave may be renewed or extended for any reasonable period.

16.3. Military Leave: Military leave shall be granted in accordance with State and Federal law.

## **ARTICLE 17 - INSURANCE AND RETIREMENT**

### 17.1. Health and Welfare:

- A. The County will make available the health insurance plan in place as of the execution of this Agreement or reasonably comparable medical, vision and prescription insurance to bargaining unit employees and their eligible dependents through the remaining term of this Agreement.
- B. Effective on January 1 of each year of this agreement, the County will adjust its contribution in an amount equal to ninety-five percent (95%) of the total premium cost in effect on those dates.
- C. In the event that any of the insurance coverage provided shall have a net premium in an amount per covered employee greater than the applicable basic County contribution, then the individual employee shall be responsible for paying any such difference and the County is hereby authorized to advance such sums for the express purpose of premium payment and then to make automatic payroll deductions from the earnings of any and all covered employees for reimbursement to the County of any such amount advanced. Where the condition of the insurance contract calls for premium payment before the covered month has ended, should an employee not remain on the payroll for the entire calendar month, the employee is automatically liable to the County for any such amounts advanced and the County is hereby authorized to deduct such amounts from the earnings of the employee.

- D. Bargaining unit employees will be allowed to participate in a Section 125 Plan offered by the County to pay any insurance premium amounts for which they are responsible, as well as for other eligible medical and/or dependent care expenses.
- E. Effective January 1, 2020, the County will make the following vision plan available to employees.

17.2. Dental Insurance: The County agrees to make available through the term of this Agreement for all regular employees who are covered by this Agreement and who qualify under the terms of the program the dental insurance coverage currently in place for all County employees (or comparable coverage). The County will contribute up to 100% of the employee only rate per month and ninety-five percent (95%) of dependent coverage towards the premium cost of such dental insurance.

17.3. Long-Term Disability Insurance: The County shall continue to provide a long-term disability insurance program for all employees who are covered by this Agreement and who qualify under the terms of such program.

17.4. Liability Insurance: The County agrees to adequately insure all employees in the bargaining unit against claims by third persons for personal injury or property damage resulting from the performance of an employee, including the use or operation of vehicles or equipment of the County, while engaged in the regular course of assigned duties.

17.5. Retirement:

- A. The County agrees to continue participation in the Public Employees Retirement System (PERS), and/or the Oregon Public Service Retirement Plan (OPSRP), whichever is applicable, subject to the terms and conditions thereof. The County agrees to pay the employee contribution in the amount of six (6) percent of the employee's gross salary.
- B. The "pick up" or contribution payment of employee member monthly contributions to the PERS/OPSRP system shall continue for the life of this Agreement.
- C. The full amount of required employee contributions "picked up" or paid by the County on behalf of employees pursuant to this Agreement shall be considered as "salary" (within the meaning of ORS 238.005) for the purposes of computing an employee member's "final average salary" within the meaning of ORS 238.005 but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed under the PERS/OPSRP plans. Such "picked up" or paid employee contributions shall be credited to employee accounts and shall be considered to be employee contributions for the purposes of ORS Chapter 238 and ORS Chapter 238A.

17.6. Life Insurance: The County shall pay the premium for present levels of life insurance coverage throughout the term of this Agreement.

## **ARTICLE 18 - TRAINING AND CERTIFICATION**

18.1. Training: Ongoing schooling, training, and professional improvement are recognized as essential elements in maintaining and upgrading the duties and services of the Sheriff's Office. Both the Sheriff and each individual employee are expected to work towards furtherance of this goal.

- A. All requests for approval of schooling or training classes shall be made in writing, and the Sheriff or designee shall respond in writing, either granting approval or denying the request, and setting forth the reasons for any denial. This response shall be returned to the employee within fourteen (14) calendar days of the receipt of the request by the employee's supervisor.
- B. Each employee, without cost to the employee, will be provided the opportunity to meet the DPSST requirements of his/her position as a deputy or dispatcher.
- C. When an authorized school or training class is attended during regularly scheduled work hours, the employee will be compensated at his/her regular rate of pay.
- D. When the employee attends an authorized school or training course on his/her regularly scheduled day(s) off, such attendance will not be considered hours worked and will not be compensated unless any of the following are applicable: his/her attendance was required by the Sheriff or designee, or the training is directly related to the employee's job (other than specialized or follow-up training required by law or ordinance for certification) and is approved by the employee's supervisor. In the event the training is to be compensated, the employee will be compensated at the appropriate regular or overtime rate of pay. When an employee is attending school at the DPSST Academy, he/she shall be compensated as a regularly scheduled workday.

18.2. Tuition Reimbursement: For the purpose of encouraging employees to pursue appropriate formal education, the County shall reimburse employees for educational training courses taken with written approval of the Sheriff, pursuant to the following qualifications:

- A. Only regular employees who have been so employed for at least one (1) year will be eligible for reimbursement.
- B. Requests for approval shall be submitted to the Sheriff no later than June 1<sup>st</sup> for any course of study that will begin during the following fiscal year (July 1 to June 30). All requests shall be in writing and include the following information: (1) the name of the institution providing the course; (2) the name of the course(s) for which the employee is seeking reimbursement; and (3) a brief written statement of the course(s) relevance to the employee's position.
- C. Reimbursement expenses shall be restricted to tuition, course fees and required textbooks, and no more than nine (9) hours of credit may qualify for payment under this plan in any given quarter.
- D. To obtain reimbursement, the course must be taken from a recognized and accredited school.
- E. Reimbursement shall be conditioned upon presentation of evidence to substantiate the expense and evidence of a "pass" or "C" grade or better.

18.3. Fitness Incentive: The County will provide a wellness program open to all employees, such as Healthy Benefits, so long as available through medical and hospital insurance. The Sheriff encourages active participation in wellness activities by all employees. If adequate space is available at the discretion of the County, employees may supply fitness equipment for working out on the employee's own time. Employees will assume full responsibility for maintaining any fitness equipment, and will hold the County harmless from any liability as a result of their use of the equipment for working out in the facility. Employees

will be required to sign any releases that the County may require before using the equipment or working out in the facility. Full-time employees may be allowed, subject to the staffing needs of the Sheriff's Office, with supervisory approval, to utilize the fitness equipment at the Sheriff's Office, Dispatch Center, or approved facility, for up to thirty (30) minutes during their shift without loss of pay.

## **ARTICLE 19 - CLOTHING AND EQUIPMENT**

19.1. Uniforms: The County will furnish all required uniforms, excepting footwear.

19.2. Side Arms: A side arm meeting the Sheriff's specifications shall be made available to each Deputy Sheriff for use as a duty weapon. Each Deputy shall be responsible for the care and maintenance of his/her side arm and shall return it in serviceable condition upon the termination of his/her employment.

### 19.3. Repair or Replace Personal Property:

- A. The County shall reimburse employees, up to a maximum of fifty dollars (\$50.00), for loss or damage to their wristwatch incurred while in the line of duty. The County shall reimburse employees, up to a maximum of one hundred seventy-five dollars (\$175.00), for loss or damage to their eyeglasses incurred while in the line of duty, provided such reimbursement is not available from Workers' Compensation or health insurance.
- B. With the Sheriff's approval, an employee may choose to use his/her own side arm or other item of required equipment (e.g., leather) instead of that provided by the Sheriff. If the item is approved by the Sheriff, the Sheriff shall repair or replace such items when they are lost or damaged in the line of duty, so long as the loss or damage was not the result of the employee's negligence. The Sheriff's obligation under this paragraph shall not exceed the cost of the corresponding departmental issue item.

19.4. Boot Allowance: The Sheriff agrees to reimburse employees for expenses incurred for the purchase of boots necessary and appropriate for assigned duties, not to exceed three hundred dollars (\$300) every three (3) years from the date of the employee's last purchase. Upon hire, all new employees will be entitled to reimbursement for the purchase of boots as described in this section.

19.5. Ballistic Vests: The Sheriff's Office shall provide all full-time regular Deputies with an unexpired and properly fitted ballistic vest and external carrier as soon as is practicable. The ballistic vest and external carrier shall be replaced if no longer in serviceable condition even if not expired. The Sheriff's Office shall replace ballistic vests on or prior to the expiration date. Deputies shall report serviceability and expiration date to their supervisor no less than six (6) months prior to the expiration date.

## **ARTICLE 20 - ALCOHOL AND DRUG TESTING**

The parties recognize the importance of maintaining an employment workplace which is free of alcohol and drug abuse. The parties hereby incorporate the terms of the County's Zero Tolerance Drug Free Workplace Policy. Employees who violate the policy will be subject to disciplinary action up to and including termination.

## **ARTICLE 21 - CLOSING**

21.1. Savings Clause: Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, or any administrative agency 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 thereof.

21.2. Funding: The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. All such wages and benefits are therefore contingent upon sources of revenue and annual budget approval. The County has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget requests pursuant to established budget procedures.

21.3. Entire Agreement: The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationships with the County shall be governed by the Rules and Regulations of the Wasco County Civil Service Commission and by the Wasco County Personnel Ordinance. Except as otherwise provided by this agreement, the County and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

## **ARTICLE 22 - TERM AND TERMINATION**

This Agreement shall be effective as of its execution, and shall remain in full force and effect through June 30, 2027. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than sixty (60) calendar days prior to the expiration or subsequent anniversary date that it wishes to modify this Agreement for any reason. In the event such notice is given, negotiations shall begin not later than thirty (30) calendar days after said notice. This Agreement shall remain in full force and effect during the period of negotiations.

WASCO COUNTY DEPUTY SHERIFFS  
ASSOCIATION

WASCO COUNTY

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Kyle VeraCruz WCLEA President

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Steve Kramer, County Commissioner

Trenton Mason, WCLEA Vice President

Scott Hege, County Commissioner

Phil Brady, County Commissioner

WASCO COUNTY SHERIFF'S OFFICE

By: Lane Magill, Sheriff

Date:

Date:

