

**COLLECTIVE BARGAINING  
AGREEMENT**

**BOARD OF COUNTY COMMISSIONERS,  
SHERIFF'S OFFICE  
AND  
SHERIFF ASSOCIATION**

**July 1, 2023**

**To**

**June 30, 2026**

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AGREEMENT  
Between  
JOSEPHINE COUNTY BOARD OF COMMISSIONERS,  
JOSEPHINE COUNTY SHERIFF  
And  
JOSEPHINE COUNTY SHERIFF'S ASSOCIATION

**PREAMBLE**

This Collective bargaining agreement (hereinafter called the "Agreement") is entered into between the Josephine County Board of Commissioners (hereinafter called the "County") and the Josephine County Sheriff's Association (hereinafter called the "Association").

**DEFINITIONS**

The following definitions shall apply throughout this Agreement:

"Authorized bargaining unit position" – A position which is found on the authorized classification list of the County.

"Calendar Year" – The twelve (12) month period beginning on January 1 and ending December 31.

“Certified Deputies” – Deputies who are certified by DPSST.

"Classification" – A group of positions sufficiently alike in minimum skills, abilities, knowledge, duties, authority and responsibilities, such that the same salary range is applied to all positions in the group.

“Classification Seniority” – An employee’s status based on the employee’s length of total service within a specific classification of the Sheriff’s Office.

"Compensatory time off" – Time credited to an employee in lieu of paid overtime which is accrued, and used as required, in accordance with FLSA regulations.

"County" – Josephine County, Oregon, its Elected Officials, Division or Program Managers, and/or their designated representatives.

"Demotion" – The movement of an employee with cause, from a position in one classification to a position in a lower classification.

“DPSST” – Department of Public Safety Standards and Training.

"Emergency" – A sudden, generally unexpected occurrence that demands immediate attention. (Examples include but are not limited to: occurrence of a threat to public health or safety; a natural disaster; staffing levels which fall temporarily below minimum staffing requirements for

crisis coverage or for the Adult Jail; temporary, unexpected staff absences that would materially impair operations.)

“Employee” – A member of the Josephine County Sheriff’s Association who is employed by the Josephine County Sheriff’s Office.

“FMLA” – The Family Medical Leave Act, as amended.

"Full-time equivalent" or "FTE" – The ratio which an employee’s normal work schedule bears to full-time (40 hours per week or 2,080 hours per year) employment.

"Grievance" – A dispute regarding the application, meaning, or interpretation of this Agreement, or an alleged violation of this Agreement. A dispute is not a grievance until the County has received notice as required in Article 17, Grievance Procedure.

"Grievant" – A bargaining unit employee, or bargaining unit representative, who alleges a violation, misapplication, or misinterpretation of this Agreement, and has notified the County as set forth in Article 17, Grievance Procedure.

"Human Resources Office" – The County office responsible for the administration of the personnel program, which includes recruiting, compensation, benefit administration, layoff/recall, and employee and labor relations.

"Immediate family" – The mother, father, sister, brother, child, spouse, grandparent, grandchild, father-in-law, mother-in-law, and any other relative of the employee residing in the employee’s immediate household or other individuals as defined by OFLA (Oregon Family Leave Act), FMLA (Family Medical Leave Act), or other applicable law.

"Layoff" – A curtailment of a position, either completely or to a portion of its FTE level.

“Law enforcement personnel” – Personnel who are serving in a position that requires a DPSST certification and are authorized to exercise the power to arrest.

“Office” – The Sheriff’s Office of Josephine County, Oregon.

“Office Seniority” – An employee’s status based on continuous employment within the Sheriff’s Office.

“OFLA” – The Oregon Family Leave Act, as amended.

"Paid Leave" – Time away from work with pay, including holidays, sick leave, vacation leave, bereavement leave, and compensatory time off.

"Payroll Anniversary Date" -- An employee’s most recent date of hire, promotion, or demotion.

"Position" – A job to which an employee may be assigned within a classification, according to the needs of the department and the employee’s abilities and qualifications.

"Probationary Employee" – An employee in a probationary period who may be removed from a position with or without cause after initial hire, promotion, or transfer.

"Probationary Period" or "Probation" – The first twelve (12) months or eighteen (18) months of employment with Josephine County.

"Promotion" – The transfer of an employee to a position in a higher classification.

"Reclassification" – A change in the classification of a position by raising it to a higher classification, or reducing it to a lower classification, based on such factors as the required knowledge, responsibility, problem solving, and scope of job duties for the position.

"Regular employee" – A full-time or part-time employee in a duly created, budgeted and authorized position, who has satisfactorily completed his or her initial probationary period following initial hire.

"Regular full-time employee" – A regular employee who works at least forty (40) hours per week.

"Regular part-time employee" – A regular employee who works at least sixteen (16) hours per week.

"Sheriff" – The Elected Sheriff of Josephine County.

"Sick Leave" – An employee benefit which provides compensated time for employees who are absent due to personal illness, a death in the immediate family, or emergency needs due to illness of an immediate family member.

"Temporary employee" – An employee who is not in a regularly budgeted and authorized position, and who normally is paid out of an "Extra Help" or similar account. Temporary employees include casual/seasonal workers, on call employees, and/or other temporary workers as identified in the County Administrative Policies and Procedure.

"Unpaid Leave" – An authorized leave of absence or disciplinary suspension that exceeds thirty (30) days.

"Transfer" – The movement of an employee from one position to another position.

"Vacation" – An employee benefit which provides a time of respite from work, with pay.

"Workday" – A period of time beginning at 12:01 a.m. and ending at 12:00 p.m. (midnight) per County policy.

"Work Interval" – Any fifteen (15) minute segment of the workday.

"Work period" – An established and regularly recurring period of work of fourteen (14) consecutive days established for law enforcement personnel.



"Workweek" – A seven-day period beginning at 12:01 a.m. on Sunday and ending at 12:00 (midnight) on Saturday per County policy, unless otherwise set for a particular employee.

## **ARTICLE 1 – RECOGNITION**

### **1.1 Sole and Exclusive Bargaining Agent.**

The County recognizes the Association as the sole and exclusive bargaining agent for the purpose of "employment relations" for all budgeted full-time employees in the Josephine County Sheriff's Office and for all regular part-time employees who work at least sixteen (16) hours per week (.4 FTE) for more than four (4) consecutive months in a twelve (12) month period of time. Employees working less than these work hour levels shall be excluded.

### **1.2 Exclusions.**

The classifications of Sheriff, Undersheriff, Lieutenant, Business Manager, Command Sergeant, Sergeant, Administrative Assistant, and all other supervisory and confidential positions are excluded from the bargaining unit. Additionally, part-time employees who work less than sixteen (16) hours per week (.4 FTE) for less than four (4) consecutive months in a twelve (12) month period of time, casual/seasonal employees, and temporary/fill-in employees are not covered by the terms of this Agreement.

### **1.3 New Classifications.**

New classifications to be covered by this Agreement may be developed by the County and a proposed wage scale assigned thereto. The County shall forward the new classifications and proposed wage scale to the Association for its review. In the event the Association does not agree with the proposed wage scale, it may submit the issue under the provisions of Article 17, Settlement of Disputes, commencing at Step II.

### **1.4 Part-time Employees.**

Part-time employees in the bargaining unit, as defined in Section 1.1, shall accrue and receive vacation, sick leave and holidays (but not Insurance) in an amount proportionate to that accrued and received by full-time employees.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

### **2.1 Management Rights.**

Unless specifically limited by this Agreement, the County retains without reservation all the customary, usual, normal and/or exclusive rights, prerogatives, privileges, functions, and authority connected with or in any way incidental to its right and responsibility to manage the affairs of the Sheriff's Office. Any term and/or condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the County. These rights of management shall include, but not be limited to, the following:

- (a) The determination of the level of Sheriff's Office services to be rendered to the citizens of Josephine County.
- (b) The determination of the County's financial, budgetary, accounting, and organization policies and procedures.
- (c) The continuous overseeing of personnel policies, procedures and programs promulgated under any other terms of this Agreement or otherwise.
- (d) The management and direction of the work force, including the right to determine the methods, processes and manner of performing work; the establishment of new positions and the duties and qualifications required; the right to hire, promote, reclassify, discipline for cause, transfer and retain employees; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the departments or divisions; the right to determine shifts, assignments and schedules of work; the right to purchase, dispose of and assign equipment or supplies, and the right to enter into service contracts or subcontracts.

## **ARTICLE 3 – NONDISCRIMINATION AND HARASSMENT**

### **3.1 Nondiscrimination.**

The County and the Association agree that they will fully comply with applicable laws regarding discrimination and harassment. The provisions of this Agreement shall be applied equally to all employees in the negotiating unit without discrimination or harassment as to age, marital status, physical handicap, sex, race, color, sexual orientation, national origin, Association membership, or political affiliation. A grievance under this provision can proceed to arbitration only if the employee, the Association, and the County all waive their right to litigate the alleged violation of this section through the Courts, or the Employment Relations Board.

### **3.2 Non-Interference.**

The County and Association agree not to interfere with the rights of employees to become members or refrain from becoming members of the Association. There shall be no discrimination, interference, restraint, or coercion by the County or the Association, or any of their representatives, against any employee because of Association membership or non-membership.

### **3.3 Complaint Procedure.**

Claimed violations of Section 3.1 may be pursued through the County's identified complaint procedure, the grievance procedure contained in Article 17 of this Agreement, or alternate legal procedures. Employees who have harassment or discrimination complaints shall make a report to their supervisor. If reporting this complaint is not appropriate or is uncomfortable for the employee, employees are encouraged to follow the chain of command by reporting to the second level of supervision, or to the third level of supervision, etc. If this is not appropriate or if this is uncomfortable for the employee, employees are urged to seek assistance directly from the Human Resource Manager.

Supervisors who receive complaints from employees shall report such complaints immediately to the Captain who in return shall report such complaints to both the Sheriff and the Human Resource Manager. After notification of an employee's complaint, an investigation will immediately be initiated to gather all of the facts about the complaint.

## **ARTICLE 4 – ASSOCIATION BUSINESS**

### **4.1 Collective Bargaining Activities.**

The time for collective bargaining activities shall be mutually agreed upon by the County and the Association. When mutually agreed upon collective bargaining activities occur during the regularly scheduled working hours of bargaining team members, they shall be allowed time off with pay for that purpose; however, the number of Association bargaining team members shall not exceed three (3) members. The County shall be notified by the Association of the names of designated representatives and bargaining team members. The Association will make every effort to consider the requirements of the Office in utilizing time off.

### **4.2 Grievance Procedure.**

The County agrees to allow time off without loss of pay for a maximum of three (3) designated Association representatives, if reasonably necessary, for the purpose of handling, investigating and processing grievances. However, the affected Association representatives will attempt to schedule such activity so as not to interfere with Office operations and attain the County's approval prior to undertaking the on-duty investigation of any grievance. Such approval shall not be unreasonably withheld.

## **ARTICLE 5 – ASSOCIATION SECURITY**

### **5.1 Checkoff.**

Any employee who is a member of the Association or who has applied for membership, shall sign and deliver to the Association, which shall be forwarded to the County, an original assignment authorizing the deduction of membership dues of the Association. Such authorization shall continue in effect from year to year unless revoked or changed in writing. Pursuant to such authorization, the County shall deduct such dues from the salary check of the employee each month. The amounts deducted shall be transmitted within five (5) working days to the Association.

The written request for dues deduction is not canceled when an employee is placed on any type of unpaid leave, disciplinary removal or layoff status, however deductions shall not be made until employee returns to duty.

The County shall deduct Association dues commencing with the first paycheck following the employee's return to paid status.

The Association will indemnify and hold the County harmless from and against any claims arising as a result of the County's carrying out the provisions of this Article, excluding the costs of County's defense to enforce this indemnification provision which shall be the responsibility of the County.

### **5.2 New Hires.**

The County shall notify the Association of all new hires within ten (10) days after their having been employed and shall provide the Association with the new employee's name, mailing address, and the position for which the employee was hired. Notification shall be accomplished by submitting the information to the employee's Representative.

### **5.3 Bulletin Boards.**

The County shall allow wall space in the squad room, the dispatch center, and jail, not to exceed 3' x 4', for a bulletin board, which may be locked, to be used for the posting of notices and bulletins related to the Association. All items so posted shall bear the signature of an official of the Association. The location of said bulletin board shall be as mutually agreed. Bulletin Boards will be supplied by the Association.

### **5.4 Right of Access.**

Representatives of the Association shall have the right of access to the County's premises, including the Sheriff's Office, but shall not unreasonably interfere with the employee's work, and they shall obtain clearance from the supervisor in charge before contacting any employee.

### **5.5 Use of Resources.**

The County shall allow reasonable use of County buildings, equipment, facilities, and resources for the purpose of union activities and holding Association meetings, based upon obtaining prior approval and the availability of space. The Association shall not cause any unreasonable expense to be incurred by the County through its use of County buildings, equipment, facilities, and resources without prior approval. The Association shall reimburse the County when requested to do so.

## **ARTICLE 6 - BARGAINING UNIT WORK**

### **6.1 Bargaining Unit Work and Supervisors.**

Nothing in this Agreement shall be construed to restrict or exclude supervisory employees from performing general law enforcement duties.

### **6.2 Use of Volunteers.**

Use of volunteers shall be at the discretion of the Sheriff so long as work performed does not replace existing bargaining unit employees. The parties specifically agree that the County may deploy volunteers in such a way so as to minimize the need for paid overtime work. Current employees may not work as a volunteer to perform duties within their current position within the Sheriff's Office or for the County. This Article 6 shall not be construed or applied to restrict the Sheriff's use of volunteers during periods of lay off.

### **6.3 Temporary Employees.**

Use of temporary employees is allowed so long as work performed does not replace existing bargaining unit positions. No temporary employee shall be utilized for a certified position without either having been certified or having attended a forty (40) hour in-service training course.

### **6.4 Reports.**

The County shall provide to the Association monthly reports of all part-time or temporary employees in a timely manner upon request.

## **ARTICLE 7 - HIGHER CLASSIFICATION WORK**

### **7.1 Higher Classification Work.**

Whenever an employee is assigned the responsibility of a different position in a classification above that in which the employee is normally classified, the employee shall be paid at 105% of the employee's base rate of pay. In order to receive higher classification pay, the employee must work one (1) or more hours in that classification to be eligible for the pay. The County shall not unreasonably reduce hours working in a higher classification of pay to avoid paying the higher rate of pay. When working out of class for an entire month, the monthly rate of pay will be used as the base, not the hourly rate. Such assignments will be limited to a maximum of six (6) months provided other qualified employees are available to work out of class with qualifications and availability determined by the Sheriff. Employees assigned to a higher classification are not guaranteed continued assignment to such classification, and the termination of such assignment shall not constitute a demotion, nor shall it be within an arbitrator's jurisdiction.

### **7.2 Detective Division Temporary Out of Class Assignment.**

This Article shall not apply to those employees assigned to the Detective Division on a temporary basis for training. Such training in the Detective Division shall not be longer than one (1) year. Temporary assignments greater than one (1) year shall be compensated as set forth in Section 7.1 above for assignment time beyond one (1) year.



## **ARTICLE 8 - HOURS AND OVERTIME**

### **8.1 Workweek.**

The normal workweek for full-time employees shall consist of forty (40) hours as scheduled by the Sheriff, with at least two (2) consecutive days off. Employees shall be notified of any permanent change in their normal work schedule at least seven (7) calendar days in advance unless such notice is waived by mutual agreement between the County and the employee. The County may schedule four (4) consecutive ten (10) hour days at its option with three (3) consecutive days off. The County may also schedule twelve (12) hour days at its option with a minimum of three (3) consecutive days off.

For law enforcement personnel only, the County may schedule 12-hour shifts with a minimum of three consecutive days off, at which time the County shall exercise its statutory exemption under Section 207(k) of the Fair Labor Standards Act (29 CFR 553.201) by assigning a work period of fourteen (14) days as scheduled by the Sheriff. The parties may mutually agree to other work schedules by written MOA.

### **8.2 Workday.**

The compensated workday shall include rest periods, briefing, training sessions, and a meal period.

- (a) If an employee's break is interrupted by an emergency, the break shall be resumed after the emergency is completed.
- (b) When an employee is scheduled to work the shift when the clocks are turned back one (1) hour in the Fall and results in the employee working an additional hour, the employee shall be compensated one (1) hour of overtime at one and one-half (1 1/2) times the employee's hourly rate of base salary. When an employee is scheduled to work the shift when the clocks are moved forward one (1) hour in the Spring, the employee will report to work one (1) hour earlier than the normal starting time for the shift.

### **8.3 Work Shift.**

Each full-time employee shall be scheduled to work on a regular schedule, each work period in the schedule shall have regular starting and quitting times, and the hours of each work period shall be consecutive. Upon mutual agreement of the employee and the Sheriff, this Section shall not be applicable to those employees whose assignments require an adjusted work schedule in order to address the special needs of the employee and the operational needs of the Sheriff's Office.

### **8.4 Shift Selection and Days Off; Temporary Assignments.**

Management will provide available shifts for purposes of the annual shift bidding not later than October 20. Shift bidding will be completed not later than November 30 and will be implemented not later than January 1<sup>st</sup>. Employees shall have no longer than 48 hours to put in their bid except as approved by supervisors for exceptional circumstances. Should an employee

fail to bid within the proscribed time, the employee shall fall to the bottom of the seniority list and complete their bid at the conclusion of the annual bid. In the matter of days off and shift selection, classification seniority shall apply except for a bona fide transfer to meet staffing or training requirements of the Office as determined by the Sheriff. This exception shall apply only for temporary needs not to exceed four (4) months in a twelve (12) month period. Those employees assigned temporarily out of seniority will be guaranteed their prior shift and days off when their temporary assignment ends. Employees on probation are not subject to this section. If unbalanced shifts result, such as gender-specific minimum requirements at the jail or K-9 Deputy minimum staffing requirements, the Sheriff may make a reasonable adjustment for as long as necessary to correct the problem. Members reassigned to specialty assignments due to office staffing needs shall not lose any of the seniority they would have accrued had they not been reassigned. Specialty assignments may count towards minimum staffing. Specialty assignments shall bid by seniority for vacation requests.

### **8.5 Rest Periods.**

A rest period of fifteen (15) minutes shall be permitted for all employees during each half shift, which rest period will be taken as the operating requirements of the Office permit, as close as possible to the middle of the first four (4) hours and the middle of the second four (4) hours. Rest periods shall be considered on-duty time and will be paid. No rest periods shall be taken during the first or last hour of the employee's scheduled shift. The rules promulgated by the Bureau of Labor and Industries Commissioner pursuant to ORS 653.261(1) do not apply to employees covered by this collective bargaining agreement, which prescribes rules herein pertaining to conditions of employment, including meal periods and rest periods, as provided in this Article. The exclusive remedy for any alleged violation of these provisions shall be through Article 17 Settlement of Disputes.

### **8.6 Meal Periods.**

Employees shall be granted a meal period during each work shift. To the extent consistent with the operating requirements of the Sheriff's Office, each meal period shall be scheduled in the middle of the work shift, or as close thereto as possible. The meal period shall be thirty (30) minutes long and shall be considered on-duty time. Employees shall be relieved of all duty during the meal period with the exception of an emergency in which case the meal period shall be completed immediately after the conclusion of the emergency. No meal periods shall be taken during the first or last hour of the employee's schedule shift. Corrections and dispatch employees may be required to take meal periods inside the work facility as required based upon the Sheriff's reasonable operating needs. The rules promulgated by the Bureau of Labor and Industries Commission pursuant to ORS 653.261(1) do not apply to employees covered by this collective bargaining agreement, which prescribes rules herein pertaining to conditions of employment, including meal periods and rest periods, as provided in this Article. The exclusive remedy for any alleged violation of these provisions shall be through Article 17 Settlement of Disputes.

### **8.7 Work Schedules.**

- (a) Work schedules showing the employee's normal shifts, workdays and hours shall be posted on the appropriate Office bulletin boards for at least ten (10) days prior

to their effective date. Except for emergencies and the unforeseen absence of employee(s) regularly scheduled to work, any changes in the posted work schedule shall be posted at least seven (7) calendar days prior to their effective date.

- (b) **Shift Trading/Trading of Days Off.** Shift trades and trading of days off between employees in the same classification shall be permitted with approval by the affected supervisors on an individually requested basis. Shift trades and trading of days off shall not occur for entire bids. Such approval shall not be unreasonably withheld. The Sheriff shall suffer no liability for overtime as a result of such trades, and in accordance with FLSA regulations regarding shift trades, the records of hours worked, and regular pay shall reflect the hours as scheduled. Reciprocation of trades shall be the sole responsibility of the trade partners.

#### 8.8 Overtime.

- (a) Except in emergency situations or where it otherwise would be unreasonable to do so, an employee must gain prior approval from an employee's supervisor before working any overtime.
- (b) The County shall attempt to give as much notice as possible of the need to work overtime. In assigning overtime work, the County agrees to consider any unusual circumstances which might cause such an assignment to be an undue burden upon the employee.
- (c) The Sheriff shall distribute overtime equitably, without regard to seniority. Whenever possible employees shall not be scheduled involuntary overtime when they are on vacation, or on their days off. Except for extensions of a shift to complete a specific assignment or other instances where it would adversely affect efficiency, voluntary overtime from employees shall be solicited for overtime work before an employee is mandated to work the overtime.

#### 8.9 Overtime Compensation.

- (a) Regular employees shall be compensated at one and one-half (1-1/2) times their regular rate for overtime work under the following conditions:
  - (1) For non-law enforcement personnel: All work in excess of eight (8) hours in a workday if the employee is on eight (8) hour per day, five (5) day per week schedule, or all work in excess of ten (10) hours in a workday if the employee is on a ten (10) hour per day, four (4) day per week schedule, or all work in excess of twelve (12) hours in a workday if the employee is on a twelve (12) hour per day schedule and/or all work in excess of forty (40) hours in any one (1) week. .
  - (2) For law enforcement personnel only: All work in excess of the regularly imposed shift including work over ten hours in a workday if the employee is on a ten (10) hour per day schedule; all work in excess of twelve (12)

hours in a workday if the employee is on a twelve (12) hour per day, fourteen (14) day work period schedule; all work in excess of eighty-four (84) hours in any one (1) work period when assigned to a fourteen (14) day work period.

- (3) All work required by the County to be performed on a regularly scheduled day off or on a prescheduled vacation shall be compensated at one and one-half (1-1/2) times their regular rate.
- (4) Overtime Limitations:

For the purpose of this article, when calculating overtime for voluntary overtime shifts “hours worked” shall not include paid time off, with the exception of sick time leave.

For non-law enforcement personnel and those employees whose special assignment requires an adjusted work schedule, including, Marine Patrol, Forest Patrol and Emergency Services, and those in their probationary period while attending formalized training, such as the academy.

Non-law enforcement personnel and employees on special assignment shall be compensated at one and one-half (1-1/2) times their regular rate for overtime work in excess of forty (40) hours in any one (1) week. For the purpose of overtime, these employees shall work a forty (40) hour week, and overtime shall be paid after forty (40) hours in a seven (7) day period, and not after eight (8) hours in a twenty-four (24) hour period.

- (b) In no event shall an employee receive compensation twice for the same hours.
- (c) Overtime shall be compensated to the nearest fifteen (15) minutes.

### **8.10 Form of Compensation.**

Compensation for authorized overtime, callback and holiday work shall be paid unless compensatory time is requested by the employee. Such time shall be credited at time and one-half (1-1/2). Employees may accrue up to a total of eighty (80) hours of such compensatory time. Subject to availability of funds, at the request of an employee, twice annually in the months of June and December, which shall be requested on the May or November timesheet, the employee may cash out up to sixty (60) hours of compensatory time. Compensatory time may be taken upon the request of the employee if the supervisor agrees, based on the operating needs of the Office, and shall be granted within a reasonable time unless the County buys back the compensatory time which the employee requests to use.

### **8.11 Callback.**

An employee called back to work for an operational reason after departing the employee’s work station or on an employee’s day off shall be compensated at the overtime rate and shall be credited with not less than three (3) hours compensation at the overtime rate; however, if the call back is for an administrative reason and of fifteen (15) minutes or less in duration, the minimum

compensation shall be for one (1) hour. This section applies only when callback results in hours worked which are not annexed consecutively to either end of the employee's workday.

### **8.12 Overtime for Court Appearances.**

Employees who are eligible for overtime, and who are required as a result of their employment responsibilities to make court appearances during otherwise off-duty hours, shall receive overtime as follows:

- (a) The employee shall receive compensation at the rate of one and one-half (1-1/2) times the regular base rate of pay for all time actually spent in court, for a minimum of two (2) hours.
- (b) If an employee is scheduled to appear in court within two (2) hours of the beginning or the end of his or her work shift, the employee's schedule shall be extended unless the shift hours are adjusted by mutual agreement of the deputy and supervisor.
- (c) If the employee makes a court appearance during the morning session and at least part of the afternoon session, after he or she has just completed working a night shift, and if the employee is scheduled to work the next succeeding night shift, the employee shall have the option of either receiving time and one-half compensation for the actual court appearance time, or having the succeeding scheduled night shift off as compensatory time. If an employee is scheduled off on his or her next shift following such a court appearance, he or she may not exercise the second option.
- (d) Overtime shall begin at the time indicated on the subpoena unless the employee is otherwise notified by a superior or District Attorney.
- (e) Employees shall seek all witness or other fees due to the employee for such an appearance and turn such fees over to the County.
- (f) During the duration of this agreement, the County, in cooperation with local Court administrators, may implement procedures to minimize the scheduling of Court appearances on employees' days off.

### **8.13 Overtime pay for Off-duty Telephone Calls.**

An off-duty employee will be compensated at the normal overtime rate of time and a half (1 ½) for one hour for each work related telephone call that equals to or exceeds (8) minutes. Such compensation shall include all necessary work-related calls subsequently made to an employee or by an employee in response to the initial call, during the one-hour period following the call. If the total duration of the necessary work-related calls exceeds one hour, overtime will be paid for the actual duration of the calls. Time spent listening to a recorded voice message, including time spent calling to listen to a recorded message on the status of court cases, will not be compensated when the employee could have made the call on duty. Time spent returning a call, in response to a message, will be compensated in accordance with the above procedures and Office policy. Calls made without supervisory approval in violation of Office policy may subject the caller to discipline.

### **8.14 On Call.**

Certain employees who are designated as part of essential services by the Sheriff may be required to be “on call.” These employees shall be specifically required to remain within a forty (40) minute response time to the duty station in writing and restrict the consumption of alcoholic beverages during the period of on-call. A deputy assigned on call shall be provided a County cell phone or pager. For every two hundred fifty six (256) hours that an employee is on call or on stand-by, the employee shall receive one (1) vacation day off with regular pay.

### **8.15 Bidding After the Annual Bid**

If the Sheriff requires a bid after the annual bid (for example: a vacancy due to a separation), the bidding procedure shall be a “trickle bid.” A trickle bid shall start with the person immediately lower in seniority than the vacancy or other cause of bid and proceed in seniority order until the bid is complete.

## **ARTICLE 9 - HOLIDAYS**

### **9.1 Holiday Leave and Accrual Rate.**

Each January 1, each full-time employee shall receive a block of twelve (12) unassigned holidays for a total of ninety-six (96) hours of holiday leave per calendar year. The employee may elect to use holiday leave at any time mutually agreeable to the employee and an employee's supervisor. Selection of holiday leave shall be based on the date the request is made provided that requests may not be made more than forty-two (42) days in advance and that requests made on the same day will be determined by seniority within classification, except that Corporals shall have preference over subordinate employees in the selection of holidays off. The accrual rate will be one (1) holiday (eight (8) hours) per month.

Part-time employees in the bargaining unit, as defined in Section 1.1, shall accrue and receive vacation, sick leave and holidays (but not Insurance) in an amount proportionate to that accrued and received by full-time employees as determined by monthly compensation.

### **9.2 Holiday Compensation.**

At the request of an employee, twice annually in the month of June and December, which shall be requested on the May or November timesheet, employees shall be eligible to receive compensation for up to, but not to exceed, six (6) earned but unused holidays (48 hours) per year. The holidays shall be compensated at the employee's straight-time rate of pay in effect at that time. Employees will not be compensated for any excess holiday time over the 48 hours but will be afforded any available opportunities to use the excess time in December. Any unused (as of December 31<sup>st</sup>) holiday time is forfeited.

### **9.3 Holiday Compensation at Termination.**

If an employee leaves the Sheriff's Office during the year, the employee will be eligible to have used or be paid for eight (8) hours of holiday leave for each full calendar month of employment during that year. If the employee has utilized holiday compensation in excess of that permitted based upon the above accrual rate, the excess hours will be withheld from the employee's final paycheck.

## ARTICLE 10 - VACATIONS

### 10.1 Vacation/Personal Leave.

After having served in the County service for six (6) consecutive full calendar months, full-time employees shall be credited with forty-eight (48) hours of vacation/personal leave, and thereafter leave shall be credited according to the following schedule:

#### EARNED VACATION/PERSONAL LEAVE

Full Months of Continuous Service.....	Leave Per Year
7 months through 12 months (1/2 to 1 year).....	6 workdays (48 hours)
From 13 through 24 months (1 to 2 years).....	96 hours/year
From 25 through 60 months (2 to 5 years).....	120 hours/year
From 61 through 120 months (5 to 10 years).....	144 hours/year
From 121 through 180 months (10 to 15 years).....	168 hours/year
From 181 months (15 years +).....	192 hours/year

An employee will not accumulate vacation credits during a leave without pay or suspension without pay status.

### 10.2 Accumulation of Vacation Credits.

- (a) The maximum accumulation of vacation credits may not exceed forty-eight (48) days (384 hours) as of July 1st of each year. In addition, the maximum accumulation of vacation which is paid upon termination shall be limited to forty-eight (48) days (384 hours). Any excess vacation accumulated as of any July 1st or upon termination shall be lost. The employee will make every reasonable effort to schedule time off to avoid exceeding the maximum accrued amount. However, no payments shall be made for vacation time lost by an employee because of accrual limitations, unless the failure to take vacation is caused by the County's insistence that the employee be at work during a scheduled vacation period.
- (b) Any employee who is granted a leave of absence without pay for a period in excess of sixty (60) calendar days shall normally be scheduled for any vacation leave that an employee has accrued before an employee is placed on leave without pay.

### 10.3 Vacation Schedule.

#### (a) Maximum Capacity for Vacation

For employees assigned to corrections, no more than one employee per classification per shift shall be permitted to take vacation at the same time.

For employees assigned to patrol, no more than one (1) patrol employee per shift shall be permitted to take vacation at the same time.



For employees assigned to dispatch, no more than one (1) dispatch employee per shift shall be permitted to take vacation at the same time.

(b) Preferred Vacation: By November 7<sup>th</sup> for the months of January – June, and by May 7<sup>th</sup> for the months of July – December, the County shall post a vacation schedule for employees to sign up on the basis of classification seniority. Corporals and leads will bid first. All bids will be submitted by November 30 for the months of January-June, and by May 31 for the months of July-December.

Employees shall be permitted to bid on vacation in up to two blocks of time per calendar year. The blocks must have a minimum of two weeks in between them.

For employees working eight (8) hour shifts, a block is between one (1) and fifteen (15) workdays, and employees may bid a maximum of twenty (20) work days per year.

For employees working ten (10) hour shifts, a block is between one (1) and twelve (12) workdays, and employees may bid a maximum of sixteen (16) work days per year.

For employee working twelve (12) hour shifts, a block is between one (1) and nine (9) work days, and employees may bid a maximum of fourteen (14) work days per year.

New employees shall not be eligible to bid for preference vacation until after six (6) months from their hire date.

In the event of a conflict of bidding for preferred vacation, the employee with the higher classification seniority shall be awarded preference. Preferred vacations scheduled will not be canceled except for unforeseen emergencies which requires the response of additional personnel to a law enforcement crisis which the on-duty personnel cannot handle. Such approved vacation requests will not subsequently be denied because of the cost of overtime to maintain normal staffing.

(c) Non-preferred Vacation:

After the completion of the bids for preferred vacation (covering vacation request submitted after November 30 for the time off during the months of January-June; or submitted after May 31 for time off during the months July-December), employees shall be eligible to submit request for non-preferred vacation. Non-preferred vacation must be submitted by e-mail to a supervisor within ninety (90) days before the commencement of the requested time off. The County will approve or deny requests for non-preferred vacation within thirty (30) days of the receipt; however, if the County fails to do so, the request will be considered denied. In such an event, the employee may resubmit the request.

Non-preferred vacation will be scheduled on a first come/first served basis using the submission date on the non-preferred vacation request, independently of classification seniority.

#### **10.4 Transfer Credits and Termination Vacation Pay.**

- (a) When an employee is transferred or appointed to another department, an employee's vacation credit shall be assumed by the receiving department.
- (b) An employee who terminates during an employee's initial six (6) months of an employee's employment shall not be entitled to cash compensation in lieu of vacation leave. If an employee has served for six (6) months and is separated from the County service, an employee shall be entitled to cash compensation for accrued vacation leave. In case of death, compensation for accrued vacation shall be paid in the same manner that salary due to the decedent is paid.

#### **10.5 Vacation Buy Back**

Subject to availability of funds, at the request of an employee, twice annually in the month of June and November, which shall be requested on the May or October timesheet, the employee may cash out accrued unscheduled vacation time of no more than forty (40) hours per year, for employees who have a combined balance of accrued vacation and sick leave of one hundred (100) hours.

## **ARTICLE 11 - SICK LEAVE**

### **11.1 Accrual.**

Full-time employees shall accrue sick leave at the rate of eight (8) hours for each month worked (part-time employees shall accrue sick leave on a pro-rata basis) to be used in the event of an employee's illness, injury or pregnancy, necessity for medical or dental care, or serious illness or death in an employee's immediate family requiring the presence of the employee. Sick leave may be accrued to a maximum of fifteen hundred (1500) hours. The Sheriff may require a certification of an attending physician or health care practitioner for any sick leave in excess of three (3) days consecutive workdays or a pattern of excessive use as reasonably determined by the Sheriff. New employees, when date of hire falls after the first (1st) but prior to and including the fifteenth (15th) of the month, shall accrue sick leave benefits commencing with the first (1st) day of the next succeeding month.

### **11.2 Immediate Family.**

An employee's immediate family shall be defined as grandmother, grandfather, mother, father, spouse, sister, brother, child, father-in-law, or mother-in-law, but shall also include any relative residing in the employee's immediate household.

### **11.3 Non-Accrual.**

Sick leave shall not accrue during any period of suspension without pay, the duration of which exceeds fifteen (15) days.

### **11.4 Notification.**

In the event that an employee needs to utilize an employee's allowance of sick leave, that employee shall notify the on-duty supervisor of the pending absence prior to the beginning of an employee's assigned shift. Such notification shall be made at the earliest possible time and will include the nature of the illness or injury. However, the employee does not have to give details about the nature of the employee's illness. If a supervisor is unavailable, a message may be left with the dispatcher or the designated supervisor. It shall be the responsibility of the person notified to relay the information properly.

### **11.5 Sick Leave Without Pay.**

Upon application of an employee, sick leave without pay may be granted by the Sheriff, subject to final authorization of the Board of County Commissioners, for the remaining period of disability after earned sick leave has been exhausted. From time to time, the Sheriff may require that the employee submit a certificate from the attending physician or practitioner. In the event of a failure or refusal to supply such certificate, or if the certificate does not clearly show sufficient disability to preclude the employee from the performance of duties, such sick leave shall be canceled, and the employee's services terminated. Failure to obtain approval for sick leave without pay as provided herein can result in termination of employment.

## **11.6 PERS.**

Pursuant to applicable PERS regulations, 50% of accrued but unused sick leave shall be converted to retirement benefits upon retirement for those employees participating in the PERS Police and Fire Retirement Plan.

## **11.7 Death or Retirement.**

No compensation for accrued sick leave shall be allowed for any employee when an employee is separated from the County's service, except that in the event of the death of an employee, or upon an employee's retirement under the applicable Retirement Plan, the employee (or in the event of death, an employee's estate) shall receive a cash payment for a portion of an employee's accrued sick leave. The amount of such payment shall be calculated by multiplying the number of years of service by 2.5 to attain the percentage of sick leave hours eligible for cash payment, to a maximum of 50 percent (20 years). This payment will not be used to enhance the employee's retirement benefits.

## ARTICLE 12 - LEAVES OF ABSENCE

### 12.1 Family and Medical Leave.

Leave may be taken by eligible employees pursuant to FMLA and OFLA regulations. Employees must make application for Family and Medical Leave at least 30 days prior to the event or as soon as they become aware of the need for such leave.

An employee who utilizes leave under the provisions of this section shall have all such leave time counted towards the annual amount allowed under FMLA and OFLA.

Unless designated by the employee, Leave banks will be reduced in the following order: sick, vacation, holiday and compensatory leave.

The County shall continue to make the contributions for medical, dental and vision insurance coverage while the employee is on FMLA/OFLA leave, and the employee shall be required to pay any required co-payment and the employee's portion of premium for such coverage to stay in effect for the full term of the leave.

The County may require medical certification to support a request for leave and may require additional medical opinions as allowed under FMLA/OFLA regulations.

Upon return from Family and Medical Leave, employees shall be restored to their original or equivalent positions with equivalent pay and benefits. If the Family and Medical Leave was for the employee, the employee must provide a medical release upon returning to work.

### 12.2 Paid Leaves of Absence.

- (a) **Jury Duty.** Employees shall be granted leave with pay for service upon a jury; provided however, that the employee shall seek all fees due to an employee for such jury duty and shall turn such fees over to the County. Upon being excused from jury duty for any workday, the employee shall immediately contact the supervisor for assignment for the remainder of the work day. However, if the employee's jury duty makes the employee unfit to work on a swing shift or graveyard shift, the employee shall not be required to work such shift and shall lose no pay or benefits. The County may reassign an employee to cover the shift of the released employee under the provisions of Section 8.4.

### 12.3 Unpaid Leaves of Absence.

- (a) **Unpaid Leave of Absence.** The Sheriff will consider a written application for leave of absence without pay not to exceed ninety (90) days if the Sheriff finds there is a reasonable justification to grant such leave and that the work of the Office will not seriously be handicapped by the temporary absence of the employee.
- (b) **Non-Service-Connected Unpaid Court Appearance.** A leave without pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena, or other order by

proper authority compelling the employee's attendance under penalty prescribed by law not connected with the employee's officially assigned duties.

- (c) **Military Leave.** Military and Peace Corps leave shall be granted to employee(s) in accordance with state and federal law.
- (d) **Unpaid Disaster Leave.** Employees who are unable to report for their regular duties because of natural disasters beyond their control, or because they are needed to work for the safety of their family or to prevent property damage, or to assist in or perform rescue work to save life and property shall be placed on an excused absence status without pay by the Sheriff. This section shall apply only when the Board of County Commissions has determined that an emergency exists.

#### **12.4 Leave Credit While on Unpaid Leave.**

Employees shall not accrue any type of leave credit while on Unpaid Leave. An employee who is re-employed following a leave without pay or layoff shall have sick leave credits accrued during the previous employment restored.

#### **12.5 Insurance Premiums During Unpaid Leave.**

Employees shall be responsible for the full cost of insurance premiums which become due while on unpaid leave. Therefore, an employee will not be required to reimburse the County for insurance premium paid by the County prior to the leave for insurance coverage during a portion of the leave period. The employee must pay the employee portion of insurance premiums while on unpaid FMLA/OFLA leave.

#### **12.6 Exhaustion of Accrued Leave.**

Employees must exhaust all forms of paid leave, including holiday pay for each full calendar month of employment during that year, before the employee is eligible to apply for an unpaid leave of absence.

#### **12.7 Hardship Donations.**

Employees may apply for hardship leave while on Family Medical Leave. Employees shall apply in writing to the Human Resources Manager, or designee, accompanied by the treating physician's written FMLA/OFLA statement certifying that the prolonged serious health condition of the employee, or a prolonged serious health condition in the employee's immediate family, will continue after the employee is projected to exhaust all accumulated paid leave and the employee is not receiving benefits from Paid Leave Oregon, Workers' Compensation, or long-term disability insurance, or similar programs. Leave donations received are limited for use while the employee is on qualified FMLA/OFLA leave. Hardship leave is not intended to cover intermittent FMLA leave nor any period of time that precedes the date of the hardship leave request.

Upon determination that the written request satisfies the hardship leave requirements, the County shall approve one leave totaling at least one calendar week in length, and not more than four hundred eighty (480) hours during the term of this agreement. Approval shall be subject to

availability of donations from County employees to cover all hardship leave costs. The Human Resources Director, or designee, shall initiate and collect donation(s) on a form the County provides.

Employees may donate accumulated paid leave to an employee who qualifies for hardship leave. The donated paid leave shall be donated in increments of eight (8) hours and such donated leave will be credited hour for hour. Employees who receive such donated leave shall only be credited with such amounts as required to continue the employee's wage during the period of hardship leave. Excess contributions of paid leave shall be returned to the employees who donated paid leave in the proportion of the contribution by the donating employees and the use by the employee on hardship leave.

## **ARTICLE 13 - SENIORITY**

### **13.1 New Employees.**

Every newly hired Deputy Sheriff who does not possess DPSST certification, or cannot obtain one by going to the two-week refresher class shall serve a probationary period of eighteen (18) months. If an employee misses more than thirty (30) days while on probation, the probationary period shall be extended day for day missed. All other employees shall serve a probationary period of twelve (12) months. The Association recognizes the right of the County to terminate probationary employees with or without cause.

### **13.2 Types of Seniority.**

Seniority shall be attained retroactively after completion of the probationary period and shall thereafter be established as the employee's length of continuous service in the employee's job classification (Classification Seniority) and in the Sheriff's Office (Office Seniority). In the event a probationary employee's employment ends prior to successful completion of probation, any seniority is forfeited. However, if an employee is promoted from one classification to another before completing probation, the time spent in the classification from which the employee was promoted shall count as both classification and Sheriff's Office seniority for all purposes thereafter. Employees who return from a higher classification to a lower classification shall include all time spent in the higher classification as Classification Seniority for their lower classification (example: a corporal returning to patrol will carry all time spent as a corporal back to their patrol classification).

An employee hired into a part-time position shall accrue seniority prorated in accordance with the budgeted position.

For employees who are laid off, as long as there is no break in seniority, the laid off employee performing work on a temporary basis, or in a lower regular FTE level, or in a different classification, will accrue seniority at the level and classification accrued before the layoff.

If an employee is involuntarily transferred to a different classification and the involuntary status is recorded in the employee's records, the employee's Classification Seniority shall be unbroken. Involuntary transfers include bumping into a different classification in lieu of being laid off.

Appendix B attached to this agreement is a listing of all current employees within the bargaining unit, their current classifications, their Classification Seniority order, and their Office Seniority. Upon written request, the County shall provide the Association with an updated seniority list in January of each year.

For purposes of this Agreement, unless otherwise expressly stated, the following Classifications are recognized: Control Room Technician, Corporal Corrections, Corporal Patrol, Deputy Corrections, Deputy Patrol, Dispatcher, Police Support Technicians, and Property Control Specialists. This provision shall not impact the County's ability to assign work.

### **13.3 Trial Service Period Upon Transfer or Promotion.**



Employees who promote or transfer from one classification to another will serve an initial trial service period of twelve (12) months. During that time, the employee may be removed from the new classification without cause and return to the position which an employee previously held and said removal shall not be in violation of this Agreement and shall not be grievable by any means. A promoted or transferred employee shall be given seniority in that classification from the date of promotion or transfer upon completion of the probationary period and this shall establish a new anniversary date for the employee. In the event of an employee's promotion or transfer, an employee will, for purposes of layoff and recall only, retain all accrued seniority within each prior held classification in which an employee has completed a probationary period.

#### **13.4 Breaks in Seniority.**

Seniority shall be broken or terminated if an employee:

- (1) Quits.
- (2) Is discharged for just cause.
- (3) Is laid off and fails to accept recall as provided in Section 14.6.
- (4) The employee shall suffer no break in seniority providing the employee registers an employee's intent to remain on the recall list every ninety (90) days.
- (5) Fails to report to work at the termination of an extended leave of absence.
- (6) Is retired.
- (7) Employees who promote to a position outside of the bargaining unit and return within one (1) year of the date of promotion shall have no breaks in their seniority. However, if an employee is promoted out of the bargaining unit returns after one (1) year from the date the employee leaves the bargaining unit, the employee's seniority will be frozen at the employee's time within the bargaining unit.

In the event an employee is laid off involuntarily, the employee shall have seniority frozen, but not broken. In the event an employee is laid off voluntarily, the employee shall continue to accrue seniority.

## **ARTICLE 14 - LAYOFF AND RECALL**

### **14.1 Temporary Work.**

Any employee on layoff status who is qualified to do any agreed upon part-time or temporary work for the Office, shall be first offered the work before it is offered to any other potential employee.

### **14.2 Classification Seniority.**

In the event of layoff or recall, Classification Seniority shall govern provided that Deputies serving in Patrol and Corrections shall be treated as in a single classification for purposes of this Article, and the senior employee must presently possess the demonstrated skill, ability and physical ability to perform the available work, and has successfully completed a probationary period in the classification; however, the County reserves the right to require employees to maintain previously earned certifications regardless of employees' current assignment. Employees in a layoff or reduction in class situation shall only be entitled to bump back to lower job classifications in which they have previously accrued seniority, in which they can perform the duties of the classification, and if they have greater Office Seniority than the employee to be bumped. Recall of laid-off or reduced employees shall be in the reverse order of layoff or reduction. Seniority will be determined in accordance with the "Types of Seniority" as outlined in Article 13, Section 13.2.

### **14.3 Compensation After Bumping.**

There shall be no probationary step increase or change in the employee's payroll anniversary date as a result of exercising bumping rights as set forth in this Article. When bumping another employee, the bumping employee's new salary or wage shall be at the step in the new classification which most closely approximates, but does not exceed, an employee's salary or wage prior to bumping.

### **14.4 Voluntary Lay Off.**

In the event of layoffs, an employee may waive seniority and/or recall rights, subject to County approval. The County shall report the employee's separation from the County as a layoff when this information is provided to organizations outside the County.

### **14.5 Recall.**

Recall of laid-off or reduced employees shall be in the reverse order of layoff or reduction. Eligibility to be recalled from layoff shall terminate after twenty-four (24) months.

An employee who is laid off from a full-time position who is then offered a recall into a part-time position shall have the right to refuse the part time position without losing her/his recall rights. An employee laid off from a full time position who then accepts a recall into a part-time position shall retain the right to recall into a full-time position in the event a full-time position becomes available within 30 months from the original date of layoff or after an offer of a full-time position has been extended and declined (in accordance with Section 14.6), whichever comes first.

#### **14.6 Notice of Recall from Layoff Status.**

Notice to an employee of recall from layoff shall be made by certified mail sent to the last address provided to the County by the employee. An employee shall have seven (7) days to accept recall and then the employee shall have fourteen (14) days to return to work from the date of receipt of mail notifying that employee of a recall from a layoff status, unless mutually agreed otherwise, or the employee will forfeit all seniority.

#### **14.7 Benefit Restoration.**

Upon recall to a position covered by this Agreement, the recalled employee shall have all accruals of sick leave restored and shall have the sick leave and vacation accrual rate either as in effect through the date of the layoff or a higher rate if it has been negotiated by subsequent bargaining agreements.

#### **14.8 Reintegration From Layoff.**

Employees who have been on layoff or on a leave of absence for more than six (6) months may be assigned to a shift and days off to reintegrate training or to meet requirements according to the needs of the Sheriff's Office as determined by the Sheriff or the Sheriff's designee for a period not to exceed four (4) months. Following the reintegration period, employees shall be permitted to return to a shift and days off consistent with seniority.

#### **14.9 Buy Back.**

Employees who have been on layoff and are recalled to work will be given an opportunity to buy back up to five (5) days of paid leave, at the full cost of the paid leave, within one (1) month of the date of returning to work.

## **ARTICLE 15 - DISCIPLINE**

### **15.1 Discipline.**

Where appropriate, the principle of progressive discipline, due process and corrective action, as identified in County Administrative Policy and Procedures shall be utilized. Specific notification and reasonable opportunity to correct the problem shall generally be given to an employee prior to the imposition of any discipline. However, the type and complexity of behavioral problems and performance issues does not always permit the application of a standardized system of progressive discipline. If the allegation(s) of policy violation or misconduct is sustained, the level of discipline will be reviewed on a case-by-case basis.

### **15.2 Non-Probationary Employee.**

No employee who has completed the probationary period may be disciplined or discharged except for just cause. 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.

### **15.3 Investigatory Interview.**

If a personnel investigation is necessary, the employee will be given an opportunity to present all pertinent information supporting their actions or behavior. When any employee is under investigation and may be subject to discipline, and is subject to questioning, the interview shall be conducted under the following conditions.

- (a) Prior to being interviewed in connection with an investigation which could result in discipline for the interviewed employee, the employee shall be apprised of the nature of the allegations of the prior to questioning.
- (b) The interview shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, or during the normal waking hours, unless the seriousness of the investigation requires otherwise.
- (c) Unless a delay would jeopardize the investigation, or when possible criminal conduct is an issue, the employee shall be given 72 hours advance notice prior to being interviewed.
- (d) The employee under investigation shall be informed of the rank and name of the person conducting the investigation. During the interview, all questions directed at the employee shall be asked by no more than two interviewers.
- (e) At the beginning of the interview, the subject employee shall be informed that failure to answer questions directly related to the investigation may result in disciplinary action.
- (f) All investigatory interviews shall be limited in scope to activities, circumstances, events, conduct, or acts which pertain to the subject investigation, unless during the course of the investigatory interview new allegations emerge from the

responses of the employee. In which case, the employee will be notified of the new allegation and the nature of the violation.

- (g) All interviews pertaining to the investigation shall be recorded.
- (h) Upon notification of an investigation and interview, the employee shall have the right to be represented by a representative of their choice who may be present at all times during the interview. After the interviewer has completed questioning the employee, the representative may ask questions to clarify issues, elicit information, suggest additional witnesses to be interviewed or present additional relevant information. The representative shall not be required by the Employer to disclose any information regarding statements made to him or her by the employee under investigation. The parties' intention is that this provision shall be interpreted and applied to extend the rights and procedures provided for by Oregon law.
- (i) If during the interview of an employee it is deemed that he or she may be charged with a criminal offense, he or she shall be immediately informed of his or her constitutional rights.

#### **15.4 Notice of Discipline & Pre-Discipline Meeting.**

Once the investigation is complete, and prior to the imposition of any discipline, the employee shall be given at least 14 calendar days' advanced notice regarding the specific allegation(s), the facts on which the allegations are based and the level of discipline under consideration. The 14 calendar day notice period may be waived by mutual agreement between the County and Association.

The County will schedule a pre-discipline meeting within 21 calendar days of service of the original notice and give the employee the opportunity to meet with the person who will impose discipline and present their version of the incident, extenuation, mitigation or defense. Such presentation by the employee or representative may be in writing in lieu of a meeting, and is due at the time of the scheduled meeting.

#### **15.5 Manner of Imposition.**

The County, in disciplining an employee, shall make every reasonable effort to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or the public.

A written record shall be made of any disciplinary action taken against an employee and placed in the employee's personnel file. The employee shall receive prompt written notice of a disciplinary action taken, such notice shall include the full written record of such action, the specific charges or offenses, including references to written rules and regulations, and type of penalty.

### **15.6 Copy of Investigation.**

When an investigation results in an employee being issued discipline, the employee or the Association, upon request, will be furnished with a copy of the investigatory file. If there are particular confidentiality concerns regarding the disclosure, the County and the Association shall negotiate an accommodation of the confidentiality concerns.

### **15.7 Administrative Leave.**

When determined by the County to be appropriate, an employee may be placed on non-disciplinary administrative leave while charges against an employee are being investigated.

### **15.8 Grievances.**

Any disciplinary action imposed upon an employee, if protested, shall be protested in writing as a grievance through the grievance procedure set forth in Article 17. If an employee is discharged, such discharge may be grieved by the employee and the Association starting at Step II of Section 17.2.

## **ARTICLE 16 - PERSONNEL FILE**

### **16.1 Maintenance.**

The Personnel Office shall maintain the official personnel file.

### **16.2 Notice of File Contents.**

Each employee shall read and sign all written material that is placed in an employee's personnel file following the date of hire. This will include disciplinary action, merit or job evaluation, letters of commendations, etc. Signing will not necessarily indicate agreement with the contents of the items signed.

### **16.3 Response.**

An employee may respond in writing to any item placed in the employee's personnel file and said response shall become a part of said file.

### **16.4 Copies.**

Employees shall have the right, upon request, to review and obtain, at reasonable cost, copies of the contents of their personnel file, exclusive of material placed in the file or received by the County prior to the employee's date of hire.

### **16.5 Removal.**

When an employee believes that an item in the employee's personnel file no longer is applicable to the employee's performance, the employee may petition the Sheriff for removal of the item from the employee's file.

### **16.6 Staleness.**

If an employee received a written reprimand about the employee's conduct, should the employee not receive a similar written statement or greater degree of discipline within one (1) year, said item shall be considered stale. Should employee receive a disciplinary pay reduction or suspension and the employee not engage in similar conduct within two (2) years from the date of receipt of the economic sanction, then the economic sanction shall be deemed to be stale.

## **ARTICLE 17 - SETTLEMENT OF DISPUTES**

### **17.1 Informal Resolution.**

It is the policy of the County to encourage open and frank communications between its employees, supervisors and managers regarding employment concerns, and to seek resolution of such concerns. By approaching employment problems and concerns in a positive way rather than as adversaries, such matters should normally be readily resolved between the employee and the employee's supervisor. The Sheriff's Office would encourage members to follow office chain of command protocol. However, in the event an employee believes the County has violated a term of this Agreement and, after reviewing the matter with an employee's supervisor, is unable to informally resolve that issue, the following formalized procedure shall be available to the employee to allow that claim (grievance) to be progressively considered as fairly and rapidly as possible.

### **17.2 Grievance Definition and Grievance and Arbitration Procedure.**

The County and the Association agree that any grievance or dispute which arises between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the manner provided in this Article. A dispute is not a grievance until the County has been notified formally in writing as set forth in this Article. The Association and employees are encouraged to attempt to informally resolve disputes with the County. The Association has the right to be present at all steps of the grievance procedure.

Step I. The affected employee and/or the Association shall present the grievance in writing to the employee's immediate supervisor within fourteen (14) calendar days after the grievant is aware or reasonably should have been aware of its occurrence. The written grievance shall include details of the grievance, the section(s) of this Agreement allegedly violated, and the specific remedy requested. The immediate supervisor shall respond on the grievance that was filed at Step 1.

Step II. If the grievance remains unresolved after receipt of the supervisor's response, or the immediate supervisor's conduct is the direct cause of the grievance, the employee shall, within seven (7) calendar days, submit a written notice to the Sheriff or designee requesting a meeting. A meeting will be held with those representatives of the Sheriff's Administration, the employee, the Association, and the Human Resource Director within seven (7) calendar days of the receipt of the employee's request. At the meeting, the parties shall exchange all information relevant for resolution of the grievance and attempt to resolve the grievance. Within seven (7) calendar days of that meeting, the Sheriff's designee shall notify in writing the Association and the affected employee as to whether or not the grievance is granted. All disciplinary grievances will start at Step II of this grievance procedure and shall be filed within fourteen (14) calendar days from the date discipline is received by the employee.

Step III. If the grievance is still unsettled, the Association shall, within seven (7) calendar days after the response of the Sheriff's designee appeal the grievance to the Sheriff. The Sheriff has seven (7) calendar days to respond.



Step IV. Mediation: In the event no agreement is reached in Step III and within 14 days of the Sheriff's response in Step III, either party, the Union or the County, may request mediation. The parties will agree to a mutually acceptable mediator or agree to use a mediator appointed by the ERB or other agreed provider. Costs for the mediator shall be shared. Mediation will have a cap of 60 days from notice of election to mediate. The parties must meet at least twice in the mediation process, unless otherwise agreed, and the parties agree to act in good faith to resolve the dispute. If the grievance remains unsettled after 60 days, either party may move to Step V, Binding Arbitration. Request for Arbitration by the moving party must be within the next 30 days or the grievance ends. The parties may mutually agree to extend the 60 days, but such must occur before the expiration of the initial 60 days.

Step V. If the grievance remains unresolved within fourteen (14) calendar days after receipt of the response by the Sheriff or conclusion of Step IV, the Association may have the matter arbitrated by a third party jointly agreed upon by the County and the Association. If the parties are unable to agree upon an arbitrator, the Employment Relations Board shall be requested to submit a list of thirteen (13) arbitrators. The parties shall then select the arbitrator from this list of names, by alternately striking names from the list, with the party losing a coin toss going first. The designated arbitrator shall hear both parties as soon as possible on the disputed matter and shall render a decision within thirty (30) days, which shall be final and binding on the parties and the employee. The arbitrator shall have no right to amend, modify, nullify, ignore, or add provisions to the Agreement, but shall be limited to consideration of the particular issue presented. The arbitrator's decision shall be based solely upon the arbitrator's interpretation on the meaning and application of the Agreement, and such decision shall be final and binding on all parties. Expenses for the arbitrator shall be borne by the losing party; however, each party 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 record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. 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.

### **17.3 Time Limits.**

The parties to this Agreement shall be bound by the time limits contained in this Article, Section 17.2 above. Time limits shall be computed from the day following the events specified in this article. The grievance will be considered to have been presented or forwarded within the time limits so long as each party submits the necessary documentation within the specified time limits. If either party fails to comply with or follow the time limits, the following shall result:

- (a) If the grievant fails to respond in a timely fashion, the grievance shall be deemed waived.
- (b) If the party being grieved against fails to respond in a timely fashion, the grievance shall be advanced to the next step.

#### **17.4 Grievance File.**

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be placed in the personnel file unless it is a disciplinary matter and the grievance is found against the employee.

## **ARTICLE 18 - MILEAGE AND PER DIEM**

### **18.1 County Travel.**

Employees who are required to travel away from their work site to attend conferences, trainings, or for other employment reasons may be reimbursed their expenses for travel, meals, and lodging in accordance with the County policy. Specific details for mileage and travel are provided in the County's Administrative Policies and Procedures Manual.

### **18.2 Travel to Police Academy.**

In conjunction with attending all mandatory training at the Police Academy, the County shall reimburse for mileage at the IRS rate for one round trip. Reimbursement for additional round trips shall be made only in the event that the academy closes and housing is unavailable.

## **ARTICLE 19 - INSURANCE**

### **19.1 Medical, Vision and Dental Insurance.**

Effective July 1, 2017, bargaining unit employees will continue to be covered for medical, vision and dental insurance under Regence BlueCross BlueShield Module 1 or Module 2 and ODS health insurance plans. Thereafter, through the term of the Agreement, the County will continue to offer a reasonably comparable level of medical, vision and dental insurance benefits.

Effective July 1, 2017, the County will pay 90% of the full cost for medical, dental and vision insurance coverage for full-time employees (budgeted 1.0 FTE positions) who enroll in Regence BlueCross BlueShield Module 1. Employee will pay 10% of the full cost for medical, dental and vision insurance coverage for full-time employees (budgeted 1.0 FTE positions). Effective July 1, 2017, the County will pay 100% of the full cost for medical, dental and vision insurance coverage for full-time employees (budgeted 1.0 FTE positions) who enroll in Regence BlueCross BlueShield Module 2.

Opt Out Option: Employees may elect to opt out of plan coverage by providing proof, annually and upon request, of alternative health coverage, such as other group insurance (e.g., insurance through a spouse's or parent's employer). By opting out, employees forego individual and family coverage. Employees who elect to opt out of plan coverage will receive a monthly bonus of five hundred (\$500.00) per month less applicable taxes and withholdings.

### **19.2 Flexible Spending Account.**

Bargaining unit employees may enroll in the County Section 125 Plan.

### **19.3 Long-Term Disability Insurance.**

The County shall provide and maintain a plan equal to or better than the current ninety (90) day delay long-term disability insurance plan for each employee. Such plan shall compensate the covered employee at a rate of sixty-six and two-thirds (66-2/3) percent of the employee's gross salary after ninety (90) days of disability.

### **19.4 Liability Insurance.**

The County shall provide and maintain liability insurance in such amounts and containing such terms and conditions as are necessary for protection of all employees against claims against them incurred in or arising out of the performance of their duties.

### **19.5 Life Insurance.**

The County shall provide and maintain a thirty-thousand-dollar (\$30,000) life insurance policy for Law enforcement personnel, and shall provide and maintain a twenty thousand dollar (\$20,000) life insurance policy for all other employees.

## **19.6 Motorist Policy.**

The County will, either through self-insurance or purchase of uninsured or underinsured motorist policies, provide coverage for all bargaining unit employees for the amount required by Oregon law and generally considered "reasonable" coverage.

## **ARTICLE 20 - RETIREMENT**

### **20.1 PERS.**

The County will continue to participate in the Oregon Public Employees Police and Fire Retirement System (or its successor as determined by the State of Oregon) for those employees in the classifications currently participating in that plan.

### **20.2 PERS 'Pick-Up'.**

Bargaining unit employees who are participants in any PERS Plan shall be required to pay six percent (6%) of the gross wages as an employee contribution to said plan. All such contributions to PERS shall be withheld from the employee's pay and shall be deemed picked-up for purposes of Section 414(h)(2) of the Internal Revenue code. No employee shall have the option of receiving this portion of an employee's salary and paying the retirement contribution directly, and the amount of such contribution shall not be included in or reported as gross income of the employee for income tax purposes. Pursuant to federal law, the pick-up contribution shall be subject to FICA and Medicare taxes.

Effective July 1, 2022, 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.

### **20.3 Deferred Compensation Program.**

Full-time regular employees in classifications which are covered by PERS General Service (not Police and Fire) and/or OPSRP shall be eligible to participate in the County's deferred compensation program, in accordance with the terms thereof. The County will contribute to the deferred compensation program only on a matching basis, i.e., only if and to the extent the employee also contributes to the program, and the County's maximum match on an employee's contribution will be three percent (3%) of the employee's wages, calculated after an employee's contribution to the retirement plan. The County retains the right to administer the Plan as set forth and retains the right to solely select the investment providers for the Plan. The County's matching contribution to the deferred compensation program shall be limited to existing employees who are enrolled in the Plan as of January 1, 2015, and it will not be available to any other employees.

## ARTICLE 21 - COMPENSATION

### 21.1 Salary Schedule.

Effective upon July 1, 20223, the wages of all classifications shall be increased by ten (10%). To be eligible for retroactive wage increases, employees must be employed by the County on the date of ratification.

Effective January 1, 2024, the wages of all classifications shall be increased by the cost of living increased as expressed in the CPI-U West Region Size B/C for the twelve months ending October 2023, with a minimum of two percent (2%) and a maximum increase for four percent (4%).

Effective July 1, 2024, the wages of all classifications shall be increased by the cost of living increased as expressed in the CPI-U West Region Size B/C for the twelve months ending April 2024, with a minimum of two percent (2%) and a maximum increase for four percent (4%).

Effective July 1, 2025, the wages of all classifications shall be increased by the cost of living increased as expressed in the CPI-U West Region Size B/C for the twelve months ending April 2025, with a minimum of two percent (2%) and a maximum increase for four percent (4%).

### 21.2 Certification Pay.

- (a) An employee shall receive a certification pay increase for an Intermediate DPSST certificate and an Advanced DPSST certificate. The pay increase shall commence on the next pay period following the date the employee provides proof of the certification issuance.
- (b) When an employee receives a pay increase for an Intermediate and Advanced certification, the employee shall move to the step in the new pay grade that is closest to but not less than a 5% increase in their pre- certification pay.

### 21.3 Salary Increases.

The following types of salary increases are available to employees:

- (a) **Increases for Employees.** Employees are entitled to their first step increase after the completion of one year of service from their hire date (“anniversary date”) provided satisfactory completion of probation. Thereafter, step increases shall be granted annually at the employee’s hiring anniversary.
- (b) **Promotion or Reclassification Increase.** When an employee is promoted or reclassified upward, the employee shall be given a one (1) step increase in pay. If the promotion or reclassification is such that a one (1) step increase in pay does not place the employee on the entry step of the employee’s new salary range, the employee shall move to the entry step of said range.
- (c) **Merit Increase.** Merit increases are not automatic. At the time an employee is evaluated for a longevity increase, an employee is also eligible for consideration

for a merit increase. The merit increase is reserved for that small percent of employees who are demonstrating superior job performance by working above and beyond their job description or producing a volume of work in excess of what is normally expected from someone in an employee's job classification.

- (d) **Exceptional Increase.** The Sheriff may request that the Board of County Commissioners approve an exception to the general rules regarding salary increases where circumstances warrant such action.

#### **21.4 Pay Periods and Draw.**

The wages of employees shall be paid bi-monthly, provided, however, an employee may request an advance of wages on or before the twenty-first (21st) day of the pay period. Any such advance shall be between \$100 - \$ 1,000 according to the existing payroll policy of Josephine County. Said amounts shall be reduced by any garnishments or assignments received during the first fifteen (15) days of the pay period. Any changes in pay days shall be predicated on 90 days' notice. If the County implements biweekly pay days, the County will discontinue providing wage advances to employees.

#### **21.5 Longevity**

Upon completion of ten years continuous employment, employees will be eligible to move to step L10 and receive a 1% pay increase on their payroll anniversary date. In order to qualify, the employee must have completed at least one year at step 7.

Upon completion of fifteen years continuous employment, employees will be eligible to move to step L15 and receive a 1% pay increase on their payroll anniversary date. In order to qualify, the employee must have completed at least one year at step L10.

Upon completion of twenty years continuous employment, employees will be eligible to move to step L20 and receive a 1% pay increase on their payroll anniversary date. In order to qualify, the employee must have completed at least one year at step L15.

#### **21.6 Field Training Officer.**

Employees shall receive a 5% premium to the employee's base pay on all hours worked as a Field Training Officer, and such premium shall be paid in increments of one hour with each hour earned on the first minute of the hour worked as a Field Training Officer.



## **ARTICLE 22 - WORKERS COMPENSATION**

### **22.1 Coverage.**

Employees shall be insured under the provisions of the Oregon State Workers' Compensation Act.

### **22.2 Pay on Date of Injury.**

The day of injury while on duty shall be considered a workday, and the employee shall receive the employee's normal salary for that day.

### **22.3 Procedures.**

- (a) An employee off work due to an injury or illness covered by Workers' Compensation shall have the difference between the time loss benefits and the employee's regular salary net after taxes paid by the County for up to thirty (30) days. An employee may utilize accrued sick leave to supplement Workers' Compensation benefits received. Salary paid in such instances shall be equal to the amount not paid by Workers' Compensation, in order to make up the difference between the Workers' Compensation payment received for lost time and the employee's net after tax salary rate as of the time the covered injury/illness commenced (i.e., gross pay less State and Federal deductions). In such instances, a corresponding charge will be made against the employee's accrued sick leave. After an employee's accrued sick leave has been exhausted, an employee may use any other paid leave which an employee then has accrued on the books.
- (b) Nothing contained herein shall prevent the County from terminating an employee's employment when it becomes medically probable that the employee will not be able to return to an employee's prior duties, except that as to an employee suffering an injury or illness covered by Workers' Compensation this right of the County will not be exercised within three (3) months of the commencement of the injury or illness.
- (c) Should an employee be terminated because of an employee's inability to return to work from an injury or illness covered by Workers' Compensation, an employee may utilize the value of any unused accumulated sick leave towards the cost of continuing the health insurance plan referred to in Section 19.1 of this Agreement for up to six (6) months after the date of termination.

## **ARTICLE 23 – OFF-DUTY INJURY OR ILLNESS.**

- 23.1** In the event of an off-duty injury or illness resulting in the employee being unable to perform his or her assigned duties, the employee may be offered the opportunity to perform restricted duties of which he or she is capable, provided that there shall be no obligation on the part of the County to create a restricted or other form of light duty position where one would not ordinarily exist. Any such position shall continue in the County’s discretion and may be time-limited.
- (a) An employee who provides a written statement from a physician that the employee is incapable of performing normal assigned duties, but is capable of performing restricted duties, may be assigned at the hourly rate designated for that light duty position.
  - (b) An employee assigned to restricted duty will periodically be required by the County to provide a Release to Duty form from his or her physician, stating that he or she is incapable of performing regularly assigned duties. A restricted duty assignment shall not extend past ninety (90) calendar days.
- 23.2** An employee who remains on off-the-job injury leave for more than ninety (90) calendar days from his or her regular assigned duties will be required, by the County, to show cause why he or she should not be medically retired or released from employment.
- (a) Denial of or limits placed on restricted duty is not a grievable issue.
- 23.3** This Article does not restrict the County’s obligations under applicable laws, including those related to disability and family leave.

## **ARTICLE 24 - GENERAL PROVISIONS**

### **24.1 Information.**

Either party to this Agreement will provide the other with single copies of information which is a matter of public record and which bears directly on the administration of the Agreement upon that party's request.

### **24.2 Job Descriptions.**

The County shall maintain written job descriptions that shall include the title and specifications for various positions, including a concise descriptive title, a description of responsibilities and a statement of minimum or desirable qualifications for each position. The County will notify the Association when a new bargaining unit position is created, or a substantial change is made in the description of an existing job classification.

### **24.3 Uniform and Protective Clothing.**

- (a) Each employee required to carry a weapon shall continue to receive a monthly equipment allowance of \$30, which is to be utilized towards the employee's cost of providing and maintaining his/her duty weapon, belt, holster, handcuffs case, handcuffs, magazine pouch, chemical spray holder, baton ring, and baton.
- (b) Bargaining unit employees who are not required to carry a weapon but who are required to wear a uniform will continue to be given a monthly allowance of \$10 towards the cost of the uniform.
- (c) The County shall provide a full uniform, including appropriate jackets, rain gear and any other article of clothing the County requires the employee to wear. The County shall provide a protective vest for all armed deputies.

### **24.4 Promotions.**

The position of detective will be considered a promotion. Employees in the classification of detective are considered to have been promoted to that position and may only be demoted for just cause under Article 15, Discipline.

### **24.5 Inspections and Searches.**

The Sheriff or the Sheriff's designee may, after notice to an Association representative, inspect an employee's personal equipment that has been issued and the employee's locker on a regular basis to ensure that Office-issued items are intact and in good working order. During such an inspection, personal items in the locker will not be inspected.

Should the Sheriff or the Sheriff's designee have reasonable suspicion to believe that illegal items are in an employee's locker, then the Sheriff or the Sheriff's designee may search said locker and its contents, after having first attempted to notify the employee, unless the Sheriff or the Sheriff's designee believes that such notification would impede the investigation. In any event, an Association representative will be afforded the opportunity to be present.

#### **24.6 Drug Testing.**

Policy contained in the Sheriff's Office policy manual.

#### **24.7 Rules.**

The parties recognize that the Sheriff and 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 Sheriff's Office. It is jointly recognized that the County and the Sheriff must and do retain broad authority to fulfill and implement their responsibilities and may do so by adoption of oral or 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 Federal and Oregon law shall always be paramount. All work rules which have been or shall hereafter be reduced to writing shall be posted on the appropriate Office bulletin boards for a period of ten (10) consecutive workdays and shall be furnished to the Association. In the event the Association considers a work rule to be inconsistent with a specific provision of this Agreement, or otherwise wishes to discuss the rule, it shall so notify the Sheriff within the ten (10) day posting period. In such event, the rule shall be discussed between the Sheriff and the Association. If after such discussion the Association still feels the rule is in violation of the Agreement but the County does not agree, the Association may submit its claim in accordance with the procedures set forth in Article 17, Settlement of Disputes commencing at Step III, provided it makes such submission with ten (10) days of concluding the discussion between the Sheriff and the Association.

#### **24.8 Captions.**

The use of section or paragraph headings throughout this Agreement is intended for ease of reference only and shall not be construed to enlarge on, limit, diminish, or in any way modify the terms or conditions thereof.

## **ARTICLE 25 - MAINTENANCE OF STANDARDS**

**25.1** The County agrees that all rights, privileges and conditions of employment relating to hours of work, wages and general working conditions which constitute mandatory subjects for bargaining shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. Employees receiving more than a contractual wage scale or fringe benefits or enjoying more favorable working conditions than provided for in this Agreement shall not suffer a reduction by reason of the execution of this Agreement.

## **ARTICLE 26 - OFF DUTY EMPLOYMENT**

### **26.1 Permission.**

Employees shall obtain written permission from the Sheriff before engaging in off duty employment. If the Sheriff disapproves of the type of outside employment, then the employee shall not engage in the outside employment. Such permission will not be unreasonably withheld.

### **26.2 Off-Duty Employment Prohibitions.**

Employees who are on sick leave, medical leave, restrictive duty, or entry-level probationary status are generally prohibited from off-duty employment. Employees will not be authorized off duty employment that presents a conflict of interest, as reasonably determined by the Sheriff.

### **26.3 Special Duty for Second Employers.**

The Sheriff's Office from time to time may enter into contract arrangements. The Sheriff's Office shall implement a system whereby employees are allowed to perform on a voluntary basis Special Duty work for a second employer. Second duty work shall mean uniformed or non-uniformed work outside the employee's regular shift which is contracted by the Sheriff's Office.

## **ARTICLE 27 - EMPLOYEE RELATIONS COMMITTEE**

- 27.1** The parties agree to establish a joint Employee Relations Committee for the purpose of maintaining open communications between the parties, working as a catalyst to resolve issues, and providing input to the Sheriff on matters of mutual interest.
- 27.2** The Committee shall have no authority to modify or interpret the Collective Bargaining Agreement.
- 27.3** The Committee shall meet at such dates and times as may be mutually agreed. The topics for discussion shall be exchanged at least seven (7) days prior to any meeting, unless waived by mutual agreement, and either party may refuse to discuss any matter.

## **ARTICLE 28 - SAVINGS CLAUSE**

**28.1** If any provision of this Agreement is or becomes in contravention of the laws or regulations of the United States or State of Oregon, the provision shall be suspended by the appropriate provision of the law or regulation so long as it is in force and effect, but all other provisions to this Agreement shall continue in full force and effect. The provisions being in contravention of such laws or regulations shall be renegotiated by the parties in order that there will be no such contravention. If the parties are unable to renegotiate, the matter shall be settled as a grievance at Step III and the arbitrator shall have authority to adjudicate the matter following the PECBA process with final offers due within seven (7) days of either party requesting a list of arbiters and following the last best offer process.



## **ARTICLE 29 - STRIKES AND LOCKOUTS**

### **29.1 No Strikes.**

It is agreed that there shall be no strikes, walkouts or other concerted refusal to perform work in accordance with state law. The Sheriff may discipline employees for violation of this Article.

### **29.2 No Lockouts.**

It is agreed there will be no lockout of employees covered by this Agreement.

**ARTICLE 30 - TERM OF AGREEMENT**

**30.1** This Agreement shall be effective as of the date of ratification and shall supersede all prior collective bargaining agreements between the parties. It shall remain in full force and effect through June 30, 2026.

**30.2** Negotiations for a successor contract will begin by the Association requesting bargaining of the County between October 1, 2025, and October 31, 2025. During the period of negotiations for a successor Agreement, the terms of this contract shall remain in full force and effect.

AGREED AND ENTERED this \_\_\_\_\_, 2023.

SHERIFF’S ASSOCIATION

JOSEPHINE COUNTY

\_\_\_\_\_  
Robbie Konieczny, President

\_\_\_\_\_  
Herman E. Baertschiger, Jr., Chair

\_\_\_\_\_  
Aaron Porter, Vice President

\_\_\_\_\_  
John West, Vice Chair

\_\_\_\_\_  
Jennifer Geiger, Bargaining Team Member

\_\_\_\_\_  
Daniel E. DeYoung, Commissioner