

#4828

**AGREEMENT  
BETWEEN  
CURRY COUNTY SHERIFF'S DEPARTMENT  
AND  
TEAMSTERS LOCAL UNION NO. 223  
JULY 1, 2014 - JUNE 30, 2017**

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**County Negotiating Team**

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**AGREEMENT  
BETWEEN  
CURRY COUNTY SHERIFF'S DEPARTMENT  
AND  
TEAMSTERS LOCAL UNION NO. 223**

Agreed to and to be in effect between the Curry County Sheriff's Department, hereinafter called the "County", and the Teamsters Local Union No. 223, International Brotherhood of Teamsters, Portland, Oregon, hereinafter called the "Union", made and entered into for the purpose of fixing the wage scale, schedule of hours and conditions of employment affecting members of the bargaining unit.

The purpose of this Agreement is to set forth the full and complete agreement between the parties on matters relating to employment relations.

**ARTICLE 1 - RECOGNITION**

**1.1 Recognition.** The County recognizes the Union as the sole and exclusive bargaining representative of all employees of the Curry County Sheriff's Department who regularly work twenty-five (25) hours or more per week, excluding supervisory and confidential employees as defined in ORS 243.650 (6) and (23), temporary (less than 180 days per calendar year) and casual employees.

**1.2 New Classes.** New classifications may be developed by the County and a wage scale for those classifications may be assigned by the County. The County shall so notify the Union and provide the Union with a copy of the job description for the new classification and a wage scale assigned thereto.

In the event the Union and the County agree that the newly created job classification appropriately belongs in the bargaining unit, and if the Union serves written notice of its desire to bargain over the wage rate assigned the classification, the Union and the County shall enter into negotiations for wages and those issues unique only to the newly created classification.

In the event the County disagrees with the Union's contention that the newly created classification appropriately belongs in the bargaining unit, the Union has the option to petition the Employment Relations Board for a unit clarification.

**ARTICLE 2 - MANAGEMENT RIGHTS**

**2.1 Management Rights.** In addition to rights specified elsewhere in this agreement, the County shall have all legal and customary rights including, but not limited to: the exclusive right to determine the mission of its constituent departments and divisions, boards and commissions; set standards, types and frequency of services; exercise complete control and discretion over its organization, operations, and the technology of performing its work; determining the procedures and standards of selection for employment and promotion; direct and supervise employees; to discipline, suspend, demote or terminate an employee so long as such action is for just cause; hire, promote, transfer, lay off or retain employees; implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards; establish and administer the fiscal budget; evaluate employee performance; determine the content of job classifications; assume all necessary actions to carry out its mission in emergencies and other situations of unusual or temporary circumstances; maintain the efficiency of its operation and determine the means, methods, and personnel by which such operations are to be conducted; to determine and assign duties, schedules and hours of work it has historically subcontracted (Marijuana Eradication, Marine Board and Forest Patrol).

The rights of employees in the bargaining unit and of the Union are limited to those specifically set forth in this agreement, and the County retains all authority, powers, privileges and rights not specifically limited by the terms of the agreement. In the event a conflict between the provisions of the agreement and any rule or regulation heretofore existing, the provisions of this agreement shall control.

### ARTICLE 3 - NON-DISCRIMINATION

3.1 Employee Rights. Employees shall have the right to form, join and participate in the activities of the Union, for the purpose of representation matters of employment relations. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the County because of his/her exercise of his/her rights.

3.2 Non-Discrimination. The County and the Union agree that the provisions of this agreement shall be applied to all employees in the bargaining unit without illegal discrimination as to race, color, religion, sex, age, marital status, national origin, or mental or physical disability. However, the County reserves the right to prescribe lawful bona fide occupational requirements. It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies.

### ARTICLE 4 - UNION BUSINESS

4.1 Union Business. The Union shall provide written notice to the County of its designated Union Stewards. A Union Steward shall not suffer a loss of regular pay as a result of time spent in grievance meetings with supervisors or other representatives designated by the County. Other Union/Management meetings may, when mutually agreed upon beforehand, be held during a Steward's regularly scheduled working hours without loss of pay to the Steward.

4.2 Collective Bargaining Activities. The time for collective bargaining activities shall be mutually agreed upon by the County and the Union. When mutually agreed upon collective bargaining activities occur during regularly scheduled working hours of members of the Union bargaining team, they shall be allowed time off with pay for that purpose. However, the County may require said on-duty employees to respond to calls which occur during these activities. The County shall be notified by the Union of the names of designated representatives. No more than three (3) such employees may be off with pay at any one time. The Union will make every effort to consider the requirements of the department in utilizing time off.

4.3 Union Solicitation. Except as otherwise provided in the Agreement, during their working hours, Union members shall not engage in solicitation for membership in the Union, the collection of fees or dues for the Union, or carry on other business activities of the Union.

### ARTICLE 5 - UNION SECURITY

5.1 Checkoff. Any employee who is a member of the Union or who has applied for membership, shall sign and deliver to the Union, who shall forward to the County, an original assignment authorizing deductions of membership dues and initiation fees for the Union. Such authorization shall continue in effect from year to year unless revoked or changed in writing. Pursuant to each authorization, the County shall deduct such dues and initiation fees from the salary check of said employee each month. The amounts deducted shall be transmitted within ten (10) days to the Union.

5.2 Fair Share. In lieu of becoming a member of the Union, an employee shall, within thirty (30) days from the date of employment, make payments in lieu of dues to the Union. Such payment shall be in the same amounts as provided for regular Union dues. This section shall be referred to as the "Fair Share Agreement", and the County shall deduct from the first payday of each employee, each month, the payments required and shall remit the same to the Union within ten (10) days after the posting of the payroll. Such deductions are done by the County according to law and therefore without the need for employee authorization.

5.3 Religious Objection. Any employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the representative of the labor organization to which such employee would otherwise be required to pay dues. The employee shall furnish written proof each month to the County and Union that this has been done.

5.4 Hold Harmless. The County shall not be held liable for errors in deductions provided in this article unless the County, upon written notification from the Union, fails to correct the error within one month. The Union agrees to

indemnify, defend, and hold harmless against any claim made or suits brought against the County as a result of this article. The Union shall provide the County prior written notice of at least one month of any change in dues amounts.

**5.5 New Hires.** The County will notify the Union of all new hires within thirty (30) days after their having been employed, furnishing the Union with the employee's name, social security number, mailing address, and position for which he/she was hired.

**5.6 Bulletin Boards.** The County agrees to allow space not to exceed 3' X 4', for a bulletin board within the Sheriff's Department facilities in Gold Beach and Brookings-Harbor to be used by the Union for the posting of notices and bulletins relating to the Union. All items posted will bear the signature of the official of the Union responsible for the posting.

**5.7 Right of Access.** Union Business Representatives shall have the right of reasonable access to the work areas of the employees represented under this Agreement but will not unreasonably interfere with the employee's work. Prior to gaining such access, the Union Business Agent will first contact the supervisor of the affected employee, if on duty, and if that supervisor is not on duty, the patrol shift supervisor will be contacted concerning the visit. Clearance for the requested access shall be gained from the contacted supervisor prior to such visit. In no case will such access be unreasonably denied.

## **ARTICLE 6 - WORKING OUT OF CLASSIFICATION**

**6.1 Working Out of Classification.** Any person covered by this agreement who is assigned the responsibilities and carries out the duties of a position or rank above that which he/she normally holds for a minimum of five (5) days shall receive a five percent (5%) pay increase for the total time so acting. This Article shall apply to Deputies assigned to train new employees during the period of such assignment of not less than five (5) consecutive work days. This Article shall not apply to a voluntary training assignment to other bargaining unit positions for periods not in excess of two weeks.

## **ARTICLE 7 - HOURS OF WORK**

**7.1 Regular Hours.** Eight (8), ten (10), or twelve (12) consecutive hours of work shall constitute the regular work day. The regular hours of work each day shall be consecutive time for regular employees, except for interruptions for lunch periods. Preparation for reporting for duty shall not be considered as part of the workday.

**7.2 Work Week.** The work week shall be Sunday through Saturday. The regular work week shall consist of not more than five (5) consecutive work days, with two (2) consecutive days off. If the days off are Saturday and Sunday they shall fall within two work weeks.

- A. At the option of the County, the work week may be scheduled on the basis of four (4) consecutive days of ten (10) hours straight time per day, with three (3) consecutive days off, as assigned by the County.
- B. At the option of the County, the Corrections Division may be scheduled on the basis of a twelve- (12) hour workday, with a defined number of consecutive work days and a defined number of consecutive days off. The schedule will be based on where all employees would work 120 hours in a twenty-one- (21) day period. The twenty-one- (21) day period will have no less than three (3) consecutive and no more than four (4) consecutive work days, with the consecutive days off following these same guidelines or otherwise agreed.

**7.3 Work Schedule.** Work schedules showing the employees' shift assignment, work days and hours shall be posted on the respective department bulletin boards at least fifteen (15) days after completion of the yearly bid. Except for emergency situations, as declared by the County, which involve unforeseen circumstances for which the County is not directly responsible and beyond the control of the County, and for the duration of the emergency, work schedules for any work shift shall not be changed unless seven (7) days notice is provided to the employee. Except for emergency situations or as mutually agreed upon between those affected, changes to an employee's schedule with less than seven (7) days' notice shall result in compensation at the overtime rate for all hours worked outside of the employee's regularly scheduled shift. Except for the period during shift rotation, all employees shall be scheduled to work on a regular shift.

There shall be regular rotation of shifts in the Patrol, Corrections and Communications Divisions. Employees in these divisions, except for Sergeants, shall rotate work shifts by bidding based upon seniority. The rotation of these shifts will be in three-(3) month work cycles. Employees in the Patrol Division must work two (2) day shifts and two (2) night shifts

in the fiscal year. Employees in Corrections and Communications Divisions must work at least three (3) different shifts in the fiscal year with one of those shifts being a straight day shift (all work days are day shift). In the event that a division goes to a twelve-(12) hour workday, those employees must work two (2) day shifts and two (2) night shifts in the fiscal year or as otherwise agreed. Such cycles shall begin in July, October, January and April each year. Shifts may also be rescheduled to meet Public Safety requirements and other emergencies. Any change in duration of rotation will be by agreement of the Management/Union (MUT) Team.

Regarding scheduling the Labor-Management Committee shall be responsible for all matters not expressly defined in this Article. The committee shall be composed of two members selected by management and two members selected by the Union. If agreement cannot be reached by the Labor-Management committee, the dispute will be referred to the Grievance Procedure, Step 2, in Article 16, of this agreement.

**7.4 Rest Periods.** A rest period of fifteen (15) minutes shall be permitted for all employees during each half shift, which shall be scheduled by the County in accordance with the operating requirements of each employee's duties, and shall be considered on-duty time. Dispatch personnel may be required to take rest periods at their work stations while on duty, and in the Dispatch Center, consistent with the operating needs of the department as determined by the Sheriff or his/her designee.

**7.5 Meal Periods.** All employees shall be granted a meal period during each work shift. To the extent consistent with operating requirements of the department, each meal period shall be scheduled in the middle of the work shift, or as near thereto as possible. The meal period shall be thirty (30) minutes and shall be on duty time.

**7.6 Trade Days.** Shift trades and trading of days between employees shall be permitted with approval of the Sheriff or his designee. For the trade, two employees may agree in writing, solely at their option and with the advanced written approval of the Sheriff or his designee, to substitute for one another during scheduled hours of work. The County shall have no obligation to keep track of substitutions, to ensure that a substitution is reciprocated, or keep track of hours worked. Each employee shall be paid as though the employee had worked the shift originally scheduled, as approved for the FLSA regulations.

**7.7 Daylight Savings Time.** Employees working during the change to Daylight Savings Time in the spring shall have the option of working their regular full consecutive hours of work, working the "short" shift and accept the one-hour loss in pay, or using accrued vacation or compensatory time to make up the difference.

## **ARTICLE 8 - OVERTIME**

**8.1 Overtime.** Overtime shall be considered as time worked in excess of the normal hours worked per work day or work week for full time employment.

Employees shall be compensated at the rate of one and one-half (1½) times the respective hourly rate of pay for overtime work under the following conditions, but in no case will compensation be received twice for the same hours:

- A. Authorized overtime hours worked in excess of the regular work day.
- B. Authorized overtime hours worked in excess of the regular work week.

Hours worked will include: Sick time, vacation time, and holiday time.

**8.2 Call Back and Court Time.** When an employee is called by Curry County to perform work or to appear in court outside his/her regularly scheduled shift as a result of work performed as an employee of Curry County, such employee shall be paid for a minimum of three (3) hours at the rate of time and one-half (1½) when such call outs occur on off-duty time. For the purpose of this section, there must have been a break of at least one (1) hour between the completion of on-duty time and the time of the call back or court appearance, otherwise such time will be subject to the agreement provision for overtime pay. In addition, employees recalled less than three (3) hours prior to the start of their regular shift shall be paid only for the actual hours worked, and shall continue to work through the regular shift.

**8.3 Overtime for Out-of-Town Assignments.** When an employee is assigned "out-of-town" duties (including court attendance), his/her work schedule shall be adjusted to accommodate such assignments (if necessary and if the County



has enough advanced notice to reasonably do so). Claims for overtime not approved in advance must be accompanied by documentation, if possible, or a written explanation that such overtime was unavoidable. The employee shall seek all monies due the employee from other parties for services related to such assignments and shall turn such monies over to the County.

**8.4 Form of Compensation.** Compensation for authorized overtime shall be paid unless compensatory time is requested by the employee. Such time shall be credited at one and one-half (1½) times the employee's respective hourly rate.

Compensatory time off may not be accumulated in excess of eighty (80) hours. Compensatory time off may be taken upon mutual agreement between the employee and the Sheriff or his/her designee on a first-come, first-served basis

After the employee has given reasonable notice of his/her desire to use compensatory time, the County may override prior scheduling and selection when required to do so if the use of the compensatory time will unduly disrupt the operations of the Department or when required to do so because of an emergency.

## **ARTICLE 9 - MILEAGE AND PER DIEM**

**9.1 Mileage.** An employee authorized by the County to report for special duty such as schools, conferences, training, etc., outside the corporate limits of the County requiring the use of a personal automobile for transportation to such location shall be compensated at the IRS rate as of January of each year for the use of such automobile. Such mileage shall be computed from the normal work site.

**9.2 Per Diem.** When an employee's duties require him/her to travel outside the County, the County agrees to reimburse that employee in advance on a per diem basis to cover meals as follows:

Breakfast	\$ 10.00
Lunch	\$ 12.00
Dinner	\$ 20.00

The cost of lodging will be reimbursed at the actual cost upon presentation of receipts for said lodging. An exception to this provision shall exist in the event meals and/or lodging are paid by the County as part of the registration for an event or a program.

## **ARTICLE 10 - HOLIDAYS**

**10.1 Holidays.** In lieu of holidays, all full-time employees shall be credited with eight (8) hours holiday leave per each full month of employment. All regular part-time employees shall receive a prorated amount of holiday leave based on normal hours worked per week. The employee may elect to use these days off throughout the ensuing year at a time mutually agreeable to the County and the employee. Such time off must be used by the end of the fiscal year or paid for except that a maximum of forty-eight (48) hours per year may be cashed out at the straight time rate. Time off shall not be unreasonably denied. However, if an employee's inability to take time off is caused by the County, such accrued holidays shall be paid in cash.

Employees in the following classifications will be required to take time off on the nine holidays designated and observed by the County: Chief Civil Deputy, Parole and Probation Officer, Detective, and Administrative Assistant. In addition, eight (8) hours will be credited on July 1, November 1, and March 1 and scheduled and/or cashed out as provided above.

## **ARTICLE 11 - VACATIONS**

**11.1 Vacation Accrual.** Full-time employees, after having been employed for six (6) full continuous months shall be credited with six (6) work day's vacation and thereafter vacation leave shall be credited as follows for continuous service:

SERVICE	DAYS PER YEAR	HOURS PER MONTH
After six months of continuous service through fifth year	12	8
After fifth year of continuous service through tenth year	15	10
After tenth year of continuous service through 15th year	18	12
After 15th year of continuous service through 20th year	21	14
After 20th year	24	16
Should the County establish a 4-day work week consisting of 40 hours, vacation accumulation and charges against such accumulation shall be made on an hourly basis. Regular part-time employees working less than 40 hours per week shall be credited with a prorated amount of vacation time based on normal hours worked per week per each full month of employment.		

**11.2 Continuous Service.** Continuous service for accumulation of vacation leave credit shall be service unbroken by separation from the county employment, except that time spent by an employee on military leave, peace corps duty, authorized educational leave, shall be included as consecutive service. Time spent on other types of authorized leave will not count as part of consecutive service except employees returning from such leave, or employees who were laid off, shall be entitled to credit for service prior to the leave.

**11.3 Accrual Limitations.** An employee may accumulate up to 200 hours of vacation credit. The County, at its option, may pay off excess vacation time at the employee's applicable rate of pay, when an employee is about to lose vacation credit because of accrual limitations, when such pending loss is caused by the County's insistence that the employee be at work, thus prohibiting a scheduled vacation period. No payment shall be made for vacation time lost by an employee because of accrual limitations unless failure to take vacation is caused by the County's insistence that the employee be at work during a scheduled vacation period. The County shall establish the procedure to notify each employee at the time of the first semi-monthly salary payment date each month of the amount of vacation time accrued by the employee.

**11.4 Vacation Selection.** Employees shall be permitted to request vacation either on a split or an entire basis. Employees shall have the right to determine the vacation times, subject to two weeks notice and scheduling required for public service based upon the needs of an efficient operation, the availability of vacation relief, and the County's right to so arrange scheduling that each employee has a reasonable opportunity if he/she chooses to use at some time during the fiscal year the full amount of the vacation credit which he/she could accumulate in twelve months of continuous service. Vacation time shall be selected on the basis of seniority, provided, however, that each employee will be permitted to exercise his/her right of seniority only once annually and for one block of time only. Conflicting requests for the same vacation time shall be resolved on the basis of prior scheduling. Seniority can only be exercised 30 days or more prior to the scheduled time block. All vacation requests under the 30-day limit will be granted on a first-come, first-served basis and will not be subject to seniority. Except for emergencies, seniority-selected and approved vacation requests shall not be modified or cancelled without mutual consent between the employee and the County. For the purposes of this section, emergencies do not include changes in staffing levels or sick leave usage. Vacation requests approved under the 30-day limit may be subsequently overridden by the County when required to do so because of operational needs beyond its control.

**11.5 Death or Termination.** In the event of termination of employment of an employee who is otherwise entitled to vacation credits, the employee shall be entitled to payment for earned vacation leave. In the event of death, earned but unused vacation shall be paid in the same manner as salary.

## **ARTICLE 12 - SICK LEAVE**

**12.1 Sick Leave.** Accrued sick leave shall be earned for the purpose stated herein by each full-time employee at the rate

normal hours worked per week per each full month of employment. Sick leave may be accrued to a maximum of 1440 hours. Accrued sick leave shall be utilized according to State Law.

**12.2 Utilization.** Employees may use their allowance of sick leave when unable to perform their work duties by reason of their illness or injury; pregnancy; necessity for medical or dental care; exposure to contagious disease under circumstances by which the health of the other employees or the public would be endangered by the employee's attendance; or by serious illness of an immediate family member as described in Section 12.6 of this article. Absence to attend an ill family member shall be limited to the time the employee's presence is actually required. The County may, at its option, require a physician's statement of the nature and identity of the illness, the need for the employee's absence and an estimated duration of three or more consecutive work days, prior to the payment of any sick leave benefits. Prior to allowing the employee to return to work, the County may require a doctor's release stating that the employee may return to his/her normal duties without risk of aggravating the illness or injury. Where the County finds the employee is, by reason of his/her illness or injury, unable to perform services with regularity, efficiency or degree of safety to himself or others which the County finds necessary to the proper operation of the department and safety of fellow employees, or where the County finds that the employee's illness is at a stage where it may present an unnecessary and unreasonable risk of infection to other employees, the County shall have the right to require that he/she absent himself and take further sick leave.

**12.3 Integration with Worker's Compensation.** When an injury occurs in the course of County employment, the County's obligation to pay under this sick leave article is limited to the difference between any disability payment or time loss payment received under Worker's Compensation Laws and the employee's net salary. In such instances, only prorated charges will be made against the employee's accrued sick leave.

**12.4 Leave Without Pay.** Upon application by the employee, or in the event the County determines under Section 2, that the employee is unable to return to work, leave without pay may be granted by the County after accrued leave has been exhausted. The County may require that the employee submit a certificate from a physician periodically during the period of such disability. The County agrees to continue medical benefits in accordance with State and Federal Law.

**12.5 Funeral Leave.** Paid funeral leave shall be accumulated at the rate of one (1) work day per year to a maximum of three (3) work days. Funeral leave shall be granted for attending the funeral of an immediate family member as described in Section 12.6 of this Article. If additional time is needed, it shall be deducted from the employee's sick leave. The time allowable shall not exceed five (5) working days plus travel time.

**12.6 Immediate Family.** For purposes of this Article, "immediate family member" means the spouse, same-sex domestic partner, son, daughter, domestic partner's son or daughter, foster child, step-child of the individual, mother, father, step-parent, grandparent, grandchild, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law, aunt, uncle, niece, or nephew.

**12.7 Transfer of Sick Leave.** Employees who have exhausted their sick and vacation leave benefits may obtain sick leave from other County employees (with their consent) if they require extended time off for a life threatening illness or injury. Only employees who have accumulated more than 240 hours sick leave may make sick leave contributions, and no employee may contribute more than 40 hours sick leave per year to any other employee. No employee can receive more than 240 hours of contributed sick leave in any one calendar year. All donated leave is forfeited upon contribution.

## **ARTICLE 13 - OTHER LEAVES OF ABSENCE**

**13.1 Criteria and Procedure.** The County will consider a written application for leave of absence not to exceed ninety (90) calendar days, for unpaid leaves, if the County finds there is reasonable justification to grant such leave and that the work of the department will not be seriously handicapped by the temporary absence of the employee. The County may terminate or cancel such leave by thirty (30) days written notice mailed to the address given by the employee on his/her written application for such leave. Such leave shall not be approved for an employee for the purpose of accepting employment outside the service of the County; and notice that the employee has accepted permanent employment or entered into full-time business or occupation may be accepted by the County as a resignation.

Any employee who is granted a leave of absence under this Agreement and who for any reason fails to return to work at the expiration or termination of said leave of absence shall be considered as having resigned his/her position with the County and his/her position shall be declared vacant, unless the employee prior to expiration of his/her leave of absence or prior to the termination date has furnished evidence that he/she is unable to work by reason of sickness, physical

disability or other legitimate reason beyond his/her control, and seeks an extension of leave for such reason. Such a request for extension shall be in writing. An extension shall be granted only for a specified period of time, and only if the County determines that the request is reasonable and justified, and that the extension may be granted without unduly handicapping the operation of the department.

**13.2 Jury Duty.** Employees shall be granted a leave with pay for service upon a jury; provided, however, that the employee is required to seek all fees due for such jury duty and turn said fees except travel, lodging or meal reimbursement over to the County, and upon being excused from jury duty for any day an employee shall immediately contact a supervisor for assignment for the remainder of his/her regular work day.

**13.3 Non-Service Connected 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 subpoena or other order by proper authority compelling his/her attendance under penalty prescribed by law.

**13.4 Absence Without Leave.** Absence of an employee from duty, including absence for a single day or part of a day, not authorized by an appropriate supervisor shall be deemed an absence without leave. Such absence shall be without pay and may be cause for disciplinary action up to and including termination.

#### **ARTICLE 14 - PERSONNEL FILE**

**14.1 Inspection.** Each employee shall have the right to review and obtain, at his/her own expense, copies of the contents of his/her personnel file, exclusive of material received prior to the date of his/her employment by the County. Official personnel files will be maintained by the County Human Resources Office. The Sheriff's office may maintain working files for the employee.

**14.2 Employee Response.** An employee may respond, in writing, to any item placed in such personnel file, and said response shall become a part of said file.

**14.3 Employee Signature.** Each employee shall read and sign any written material that is placed in his/her personnel file, including merit ratings, written reprimands, demotions, suspensions or discharge. Signing does not necessarily indicate agreement. In accordance with this section, each piece of material of a derogatory nature to be signed by the employee shall bear a statement next to the signature lines that states: "Signing Does Not Necessarily Indicate Agreement".

**14.4 Removal of Negative Material.** Upon written request by the affected employee, materials of a negative nature shall be removed from the personnel file after thirty-six (36) months (or twenty-four (24) months in the event of a written reprimand) if no subsequent discipline has been imposed. The removed documents shall be maintained by the County in a separate location in accordance with State Archives rules and regulations. A copy of this material shall also be given to the employee at the time of removal.

#### **ARTICLE 15 - DISCIPLINE AND DISCHARGE**

**15.1 Discipline.** No regular (non-probationary) employee shall be subject to suspension without pay, demotion, a reduction in pay or termination for other than just cause.

The parties agree that the primary purpose of discipline is constructive rather than punitive, therefore discipline shall generally be progressive. This is not to imply, however, that initial discipline cannot be imposed at an intermediate or even at the most severe level.

Counseling, work improvement plans, and other similar corrective measures are not considered discipline and will not be directly placed in an employee's personnel file. Such corrective actions may be maintained in supervisory files of performance evaluations and are not subject to the grievance process.

Discipline shall generally consist, but not necessarily be limited to, the following actions: oral reprimand; written reprimand; reduction in pay; demotion; suspension (with or without pay); and discharge. Oral reprimands are not subject to the grievance process.

grievance process.

Discipline shall not intentionally be administered in a manner that will embarrass the employee before other employees or the public.

**15.2 Discharge.** If the County determines there may be just cause to impose suspension, demotion or for the discharge of an employee, the County shall deliver to the employee and the Union a written notice of such possible action, including finding of facts, names policy, rule or law violations and the range of potential discipline considered prior to imposition. The employee will be afforded the reasonable opportunity to respond prior to imposition of such disciplinary action (pre-disciplinary meeting). Such notice shall specify the principal grounds for such action. Any protest of the discharge of an employee shall be through the grievance procedure set forth in this Agreement.

**15.3 Right to Representation.** Any employee who has reasonable expectation that disciplinary action may result from a meeting with a supervisor has a right, upon request, to have a representative of the Union present at such meeting. The role of such representative shall be in accord with guidelines set forth by the Employment Relations Board.

## **ARTICLE 16 - SETTLEMENT OF DISPUTES**

**16.1 Grievance.** A grievance shall mean a claim by an employee, and/or the Union that there has been a violation of the contract. For the purposes of this procedure, "immediate supervisor" is an employee who is not a member of the bargaining unit and who has direct administrative or supervisory responsibilities over the grievant in the area of grievance. "Days" as used in this procedure shall be calendar days.

**Step 1. Immediate Supervisor** The grievant shall discuss the grievance first with his/her immediate supervisor with the objective of informally resolving the grievance. Said discussion shall occur within ten (10) days after the grievant becomes aware of the grievance. Within ten (10) days after initial discussion with the immediate supervisor, the grievant shall file the grievance in writing with the immediate supervisor.

The written grievance shall include:

- 1) A statement of the grievance
- 2) Specific provision(s) allegedly violated
- 3) Remedy sought

The immediate supervisor shall hear the appeal and render a written decision within ten (10) days after receiving the grievance.

**Step 2. Sheriff** Within ten (10) days of the Step 1 response, if the grievant is not satisfied with the disposition of his/her grievance, he/she shall file the written grievance with the Sheriff. The Sheriff shall hear the appeal and render his/her decision within ten (10) days after receiving the grievance.

**Step 3.** In the event no agreement is reached in Step 2, either the Union or the County may, within ten (10) calendar days of the date of the Sheriff's response, notify the other party of its intent to take the matter to arbitration.

**16.2 The Arbitrator.** If the parties cannot mutually agree on an arbitrator, the moving party shall request from the Employment Relations Board a list of seven Oregon arbitrators. The parties shall then alternately strike names from the list until only one remains.

The arbitrator shall set a time and place for hearing which is agreeable to the parties. The arbitrator shall render a decision within thirty (30) days of the hearing.

The authority of the arbitrator shall be limited to determining whether this Agreement has been violated and shall have no power to alter, modify, add to or subtract from the terms of the Agreement. The decision of the arbitrator shall be binding on the parties.

**16.3 Arbitration Costs.** Costs of the arbitrator's services and expenses shall be borne equally by the parties. Each party shall be responsible for the cost of presenting its own case.

**16.4 Time Limits.** Any time limits specified in this Article may be extended by mutual written agreement of the parties. In the absence of such an agreement the parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such 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 proceed to the next step.

## **ARTICLE 17 - GENERAL PROVISIONS**

**17.1 Information.** Either party will provide single copies of information which is a matter of public record and necessary for the administration of this Agreement to the other party upon request.

**17.2 Posting of Work Rules.** The County agrees to post in a conspicuous location a copy of new work rules 14 days prior to their effective date whenever possible. Supervisors will have available copies of County policies, personnel rules, work rules, and a copy of the contract. Those rules requiring compliance in less than fourteen days shall be distributed and communicated in an appropriate manner.

**17.3 Job Descriptions.** If during the life of this Agreement the County changes or modifies the job descriptions, such changes or modifications shall be forwarded to the Union. Nothing in this clause is intended to restrict the right of the County to make such changes. Such changes will be subject to bargaining for wages only upon request by the Union.

**17.4 Safety.** The County and the employees are committed to the concept of adequate levels of services and safety within the Sheriff's Department. The County and the employees shall comply with all such applicable safety regulations.

**17.5 Uniform Allowance.** Uniforms and protective clothing shall be provided as presently practiced. Criminal Division employees assigned plain clothes duty shall receive \$100 per each full quarter worked.

**17.6 Other Employment.** Outside employment shall be permitted only with the express prior approval of the Sheriff. Any employee with outside employment on or after the effective date of this Agreement shall notify the Sheriff thereof within thirty (30) days after the effective date of this Agreement. To deny outside employment the Sheriff must find that it violates one of the following criteria:

- A. That such employment is in conflict with the interest of County employment;
- B. That such employment detracts from the efficiency of the employee in his/her County work;
- C. That such employment is a discredit to or incompatible with the County employment; or
- D. That such employment takes preference over the requirements of County employment.

### **17.7 Training.**

- A. Ongoing schooling, training, and professional improvement are recognized as essential elements in maintaining and upgrading the duties and services of the Sheriff's Department, and each employee is expected to work towards furtherance of this goal.
- B. When an authorized school or training class, including required training for a CPR card, is attended during regularly scheduled work hours, the employee will be compensated at his/her regular rate of pay.  
  
Time spent in County required training classes shall be treated as time worked for overtime purposes.
- C. All DPSST-approved classes and other training opportunities received by the Sheriff shall be coordinated by a designee, and each employee shall be expected to request and/or attend at least forty (40) hours of such training or schooling per year. Approval or disapproval of requested schooling shall be at the discretion of the Sheriff.
- D. The time spent by an employee in traveling to and from schools in excess of the regular workday hours

for training purposes shall be administered in record with established practice.

E. Notice of training opportunities will be posted to the extent possible.

**17.8 Smoking Policy.** Employees are prohibited from smoking in County buildings and vehicles.

**17.9 Drug and Alcohol Policy.** The parties agree to the provisions of the County's existing Drug and Alcohol Policy, attached as exhibit "B".

## **ARTICLE 18 - SENIORITY**

**18.1 Definition.** Seniority shall be defined as the total length of continuous service since the last date of hire in one of the divisions within the Department. Seniority can be accumulated in any or all of the divisions and classifications.

**18.2 Break In Seniority.** Seniority shall be broken and the employee shall be considered terminated if an employee:

- A) Quits
- B) Is discharged for just cause
- C) Is laid off or fails to respond to written notice as provided in this article
- D) Is laid off for a period of time greater than eighteen (18) months
- E) Fails to report to work at the termination of leave of absence
- F) Accepts other employment without permission
- G) Retires

**18.3 Layoff.** In the event the County determines a layoff to be necessary, employees shall be laid off within their division and classification by division and classification seniority. The County shall determine from which division and classification layoffs will take place. For purposes of this Article only, Deputies I, II and III shall be regarded as in the same classification; Detectives I, II and III shall be regarded as in the same classification; Sergeants I and II shall be regarded as in the same classification; and Parole and Probation I, II and III will be regarded as in the same classification.

**18.4 Bumping Rights.** An employee who is laid off and who advanced to his/her present classification within the division shall have the right to use his/her division seniority to bump back into their previous classification. The only exception to the above sentence shall be that to bump into the Detective classification an employee must have more previous seniority in the Detective classification than other employees in that classification. An employee who is laid off and who advanced to his/her present division from a different division and classification shall have the right to use his/her seniority in the previous division and classification to bump back into the other division, provided said employee is qualified to perform the work required.

Further, any employee, except those working in the Community Corrections Department, who was a member of the bargaining unit on July 1, 2008 and who has fifteen (15) or more years of continuous service, shall have the right to use his/her seniority to bump into the division with the least-senior bargaining unit member, provided said employee is qualified to perform the work required.

Employees who bump into a lower classification shall suffer no loss of pay until the beginning of the next pay period at which time their salary shall be adjusted to the step in the range closest to but not higher than their current salary.

**18.5 Recall From Layoff.** Employees shall be recalled from layoff by reverse order in which they were laid off within their classification and division. Employees on layoff status shall be eligible for recall for up to fifteen (15) months from the date of layoff.

**18.6 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. The employee shall notify the County of his/her acceptance of the offer within five (5) days from the date of receipt thereof or date of attempted delivery to the employee at the last known address by certified mail, and be available for work within fourteen (14) days or the employee will forfeit all recall rights and seniority. It shall be the laid off employee's responsibility to maintain with the Sheriff a current address and telephone number at which he/she may be contacted as a qualification for eligibility for recall.

**18.7 New Employees.** A new hire shall serve a probationary period of twelve (12) full months. The probationary period may be extended up to a maximum of eighteen (18) months for an uncertified employee or until he/she qualifies for their DPSST basic certificate. Probationary employees may be terminated for any reason and shall have no recourse to the grievance procedure of this Agreement on matters relating to discharge.

**18.8 Promotional Probationary Period.** Regular employees promoted into a higher classification within the bargaining unit shall serve a promotional probationary period of six (6) months. The Union also recognizes the right of the employer to demote an employee on promotional probationary status, within the probationary period, to his/her previous position for any reason with or without cause. Any such demotion shall not constitute a violation of this Agreement.

**18.9 Seniority List.** The seniority list is of all current employees within the bargaining unit and their respective seniority order, date of hire in the bargaining unit, date of entry into present class and present classification. The County agrees to update this seniority list annually on July 1, post on the bulletin boards and forward it to the Union for review.

## **ARTICLE 19 - COMPENSATION**

**19.1 Salary Schedule.** Employees shall be compensated in accordance with the salary schedule attached to this Agreement and marked exhibit "A", which is hereby incorporated into and made a part of this Agreement. The difference between steps A-F will be 5% per step.

Eligible employees are paid a different salary for holding DPSST certifications as identified in the Salary "A". (Level 2 for holding an Intermediate DPSST certification and Level 3 for holding an Advance DPSST certification). DPSST pay is 5% for Intermediate from base, and 10% for Advanced from base, not cumulative to Intermediate. Sergeant I classification is required to have Intermediate DPSST certification and Sergeant II is required to have Advanced DPSST certification, and thus the salary scale reflects inclusion of the certification pay.

**19.2 Pay Periods.** Employees shall be paid semi-monthly on the 15<sup>th</sup> and on the last day of the month unless that day falls on a weekend, in which event the pay date will be on the last work day prior. Pay periods will end on the 7<sup>th</sup> and 22<sup>nd</sup> of each month.

**19.3 Longevity.** Upon completion of the required number of years of continuous uninterrupted full time service with the County, an employee shall be eligible to longevity pay as follows:

- a) 5 through 9 years of service, 1.5% of the base rate per month.
- b) 10 through 14 years of service, 2.5% of the base rate per month.
- c) 15 through 19 years of service, 3.5% of the base rate per month.
- d) 20 or more years of service, 5.0% of the base rate per month.

The base rate is Step B in each salary range with a cap of two times the lowest base rate of range 3, Step B.

An employee is eligible for longevity pay only so long as productive work continues. An employee who receives a less than satisfactory evaluation will be given a written notice sixty (60) days prior to cessation of longevity pay. At the end of said sixty (60) day period, a re-evaluation will occur. If the employee receives less than satisfactory re-evaluation, the employee shall not be eligible for longevity pay until his/her next annual evaluation.

Continuous uninterrupted service for purposes of longevity pay shall mean that period in which the employee is employed by the County or a public entity within the contract of the County, which is unbroken by separation from employment except time spent by an employee on authorized leave or lay off period not to exceed twelve (12) months

Regular part time employees shall receive credit toward eligibility for longevity pay based upon hours worked. To receive credit for one (1) years service, such an employee must work 2080 hours.

**19.4 Anniversary Date.** Employees who begin work or are promoted to a higher classification prior to the fifteenth (15<sup>th</sup>) day of the month shall have an anniversary date of the first of the month. Employees who begin work or are promoted to a higher classification on or after the fifteenth (15<sup>th</sup>) day of the month shall have an anniversary date of the first of the following month. An employee's anniversary date will not change as a result of receiving an intermediate or advanced DPSST certification.



Employees who previously agreed to a July 1 anniversary date that differed from their original hiring or promotional date will maintain the July 1 anniversary date. However, as of July 1, 1995 future hiring and promotional anniversary dates will be established per this section.

#### 19.5 Step Increases.

- A. A five percent (5%) difference shall be maintained between steps. Negotiated percent increases shall be added to first step for each classification with higher steps adjusted on the first step.
- B. An employee who meets standards in all areas shall be granted a step increase on his anniversary date as defined in Section 19.4.

**19.6 Reserves.** The County may assign reserve volunteers to perform Department duties. Reserves will not be used to cause layoff or failure to fill authorized full-time equivalent bargaining unit positions. Bargaining unit members will have first opportunity to fill authorized overtime slots within their job classification.

### ARTICLE 20 - RETIREMENT

**20.1 Retirement.** The County will continue to participate in the Oregon Public Employees Retirement System or its successor as determined by the State of Oregon. Employee's six percent (6%) shall be paid by the employee.

### ARTICLE 21 - WORKERS COMPENSATION

**21.1 Worker's Compensation.** Each employee will be insured under the provisions of the State of Oregon Workers Compensation statute.

### ARTICLE 22 - HEALTH AND WELFARE

**22.1 Insurance.** The County shall purchase medical-hospital, dental and vision insurance for eligible employees and their eligible dependents which is substantially equal to or better than that presently in effect. The County shall contribute up to \$1,100 per month per employee for the cost of the insurance. Effective January 1, 2015, the County shall contribute up to \$1,150 per month per employee for the cost of the insurance. Effective January 1, 2016, the County shall contribute up to \$1,200 per month per employee for the cost of the insurance. Effective January 1, 2017, the County shall contribute up to \$1,250 per month per employee for the cost of the insurance. Employees working less than 40 hours per week shall pay a prorated amount towards the premiums based on their regularly scheduled work week. In the event the premium rate increases over the cap the difference shall be paid by the employee. Employee portions shall be deducted from the employee's paycheck effective as of the date of such increases.

In the event the parties, by mutual agreement, obtain medical, dental and vision insurance from a different carrier during the life of this Agreement, the County's financial obligation noted above shall remain the same and any saving from a lower premium shall be deposited into each employee's HRA account as established under Article 22.3.

**22.2 Eligibility** An employee as defined in Article 1 - Recognition must be on paid status at least eighty (80) hours in the qualifying month to be covered the following month. (Examples: An employee begins employment January 10 and is on paid status the required 80 hours in this month. He is then covered in the month of February. An Employee terminates January 25 after being on paid status the required 80 hours. He then is covered for the month of February. In both cases, if an employee is not on paid status the required 80 hours in January, he would not be covered in February). Paid status does not include overtime hours worked or "cash out" of accrued leave.

It is understood that the concept of "cash out" of accrued leave time (vacation, holiday, compensatory and sick time) does not constitute hours worked or compensated hours. A cash out is when an employee receives payment for accrued leave without actually taking the paid time off or upon termination from employment.

**22.3 Medical Savings Account** The County shall cause to be created a medical savings account Voluntary Employee Beneficiary Association (hereinafter HRA VEBA) under Section 501(c)(9) of the Internal Revenue Code for every participating employee in the bargaining unit. The County shall contribute \$50.00 per month on behalf of each

participating employee to said account.

#### ARTICLE 23 - STRIKES AND LOCKOUTS

23.1 No Strike. The Union and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, or slowdown, picketing, or any other restrictions of work during the term of this contract. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the County by the Union or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the County against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the County and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the County.

23.2 No Lockout. There will be no lockout of employees in the unit by the County as a consequence of any dispute arising during the period of this Agreement.

#### ARTICLE 24 - PREVAILING RIGHTS

24.1 Prevailing Rights. The County shall not make unilateral changes in mandatory subjects of bargaining except as provided in this Agreement.

#### ARTICLE 25 - PRODUCTIVITY

25.1 Productivity. It is the intent of the parties to achieve and sustain maximum productivity per employee during the term of this Agreement. In return to the County for the wage rate and conditions herein provided and consistent with the principal of a fair day's work for a fair day's pay, the Union pledges its agreement with the objective of achieving the highest level of employee performance and efficiency consistent with safety, good health and sustained effort.

#### ARTICLE 26 - SAVINGS CLAUSE

26.1 Savings Clause. Should any portion of this contract be held contrary to law or administrative rule issued by a Federal or State Agency, such decision shall apply only to the specific portion thereof directly specified and all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon such declaration, the parties agree to immediately negotiate a substitute, if possible, for the invalidated portion thereof.

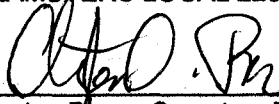
#### ARTICLE 27 - TERM OF AGREEMENT

27.1 Term of Agreement. This Agreement shall be effective as of July 1, 2014 and, except as amended or modified, shall remain in full force and effect until June 30, 2017. It shall remain in full force from year to year thereafter unless either party shall serve written notice of its desire to modify the agreement upon the other no less than 180 days prior to the expiration date.

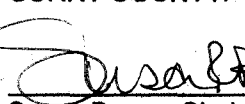
#### ARTICLE 28 - EXECUTION/SIGNATURES

Executed this 30 day of June, 2014, by the undersigned officers by the authority of and on behalf of the Curry County Sheriffs Department and Teamsters Local Union No. 223.

TEAMSTERS LOCAL 223:

  
Clayton Barry, Secretary-Treasurer

CURRY COUNTY:

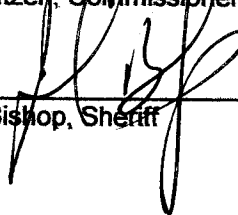
  
Susan Brown, Chair



David Brock-Smith, Vice Chair



David Itzen, Commissioner



John Bishop, Sheriff

**EXHIBIT "A"**  
**Curry County Sheriff's Department**  
**Effective July 1, 2014**  
 Reflects a 2.8% cost-of-living increase and a 6.4% offset due to Section 20.1

<b>CLASSIFICATION</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>	<b>STEP F</b>
Road Deputy I (Basic)	3357	3523	3699	3885	4079	4282
Road Deputy II (Int DPSST)	3523	3699	3885	4079	4282	4498
Road Deputy III (Adv DPSST)	3699	3885	4079	4282	4498	4722
<b>Detective I (Basic)</b>	<b>3473</b>	<b>3647</b>	<b>3831</b>	<b>4021</b>	<b>4223</b>	<b>4432</b>
<b>Detective II (Int DPSST)</b>	<b>3647</b>	<b>3831</b>	<b>4021</b>	<b>4223</b>	<b>4432</b>	<b>4655</b>
<b>Detective III (Adv DPSST)</b>	<b>3831</b>	<b>4021</b>	<b>4223</b>	<b>4432</b>	<b>4655</b>	<b>4888</b>
Corrections Deputy I (Basic)	3150	3307	3473	3647	3830	4020
Corrections Deputy II (Int DPSST)	3307	3473	3647	3830	4020	4223
Corrections Deputy III (Adv DPSST)	3473	3647	3830	4020	4223	4432
<b>Parole/Probation Admin Asst</b>	<b>3150</b>	<b>3307</b>	<b>3473</b>	<b>3647</b>	<b>3830</b>	<b>4020</b>
Communications Deputy I (Basic)	3150	3307	3473	3647	3830	4020
Communications Deputy II (Int DPSST)	3307	3473	3647	3830	4020	4223
Communications Deputy III (Adv DPSST)	3473	3647	3830	4020	4223	4432
<b>Executive Adm Asst</b>	<b>3473</b>	<b>3647</b>	<b>3830</b>	<b>4020</b>	<b>4223</b>	<b>4432</b>
Chief Civil Deputy I (Basic)	3150	3307	3473	3647	3830	4020
Chief Civil Deputy II (Int DPSST)	3307	3473	3647	3830	4020	4223
Chief Civil Deputy III (Adv DPSST)	3473	3647	3830	4020	4223	4432
<b>Corrections Corporal</b>	<b>3820</b>	<b>4011</b>	<b>4213</b>	<b>4422</b>	<b>4645</b>	<b>4876</b>
Sergeant I (Int DPSST required)	4194	4403	4622	4855	5098	5353
Sergeant II (Adv DPSST required)	4403	4622	4855	5098	5353	5617
<b>Parole/Probation Officer I (Basic)</b>	<b>3395</b>	<b>3567</b>	<b>3744</b>	<b>3930</b>	<b>4126</b>	<b>4335</b>
<b>Parole/Probation Officer II (Int DPSST)</b>	<b>3567</b>	<b>3744</b>	<b>3930</b>	<b>4126</b>	<b>4335</b>	<b>4550</b>
<b>Parole/Probation Officer III (Adv DPSST)</b>	<b>3744</b>	<b>3930</b>	<b>4126</b>	<b>4335</b>	<b>4550</b>	<b>4778</b>

Effective July 1, 2015, and July 1, 2016, the Salary Schedule shall be increased by an amount equal to the Portland-Salem CPI-U second half year index percentage increase of the preceding year with a minimum of 1% and a maximum of 4%.

**EXHIBIT "B"**  
**DRUG AND ALCOHOL POLICY**

**DEFINITIONS**

For purposes of the Curry County, Oregon Alcohol and Drug Free Work Place Policy, the following definitions apply:

"County Premises" includes any of the various County structures, real property, or facilities (including vehicles), but as it relates to alcohol, it excludes the Curry County Fairgrounds and Curry County Parks for non-work related activities.

"Employees" includes all Curry County employees.

"Illegal Drugs and Controlled Substances" means:

- a) Drugs and controlled substances which are not legally obtainable, and
- b) Drugs and controlled substances which are legally obtainable, but have been obtained illegally.

"Reasonable Cause" is defined as specific articulable observations concerning such circumstances as the work performance, appearance (including, for example, noticeable odor of alcoholic beverage), behavior, or speech of the employee, or as being involved in an accident on company premises which results in physical injury or property damage.

**STATEMENT OF MISUSE OF ALCOHOL AND OTHER DRUGS OR CONTROLLED SUBSTANCES:**

Curry County considers its employees to be its most valuable asset and is concerned about their safety and well-being. The County recognizes that misuse of alcohol and other drugs or controlled substances is a pervasive problem in our society in general and that problems with substance abuse exist both within our community and in the County. This policy on alcohol and other drug use applies to all employees. The purpose of the policy is:

- a. To present Curry County's policy regarding alcohol, controlled substances, and drug free work place.
- b. To prevent alcohol use, drug use or use of controlled substances that adversely affects job performance and/or the working environment.
- c. To endorse rehabilitation for employees diagnosed as abusing or dependent upon alcohol or drugs or controlled substances.
- d. To provide guidance and training to supervisors in addressing substance abuse issues.
- e. To maintain compliance with the Federal Regulations governing the Drug Free Workplace Act of 1988.

**OBJECTIVES**

These general policies will be implemented by more specific objectives intended to establish a safe and healthy work place for all employees. Specific objectives of this program include, but are not limited to the following:

- a. To identify job performance problems at the earliest possible time.
- b. To encourage the utilization of available programs to resolve alcohol, drug and controlled substances problems.
- c. To increase employee awareness of the risks of alcohol, drug and controlled substances use and abuse.
- d. To make treatment for alcohol and chemical abuse or dependency, and ongoing recovery, accessible to all employees.

- e. To prohibit the actual, or attempted use, abuse, possession, sale and/or distribution of unauthorized drugs or controlled substances on County premises or while conducting County business.
- f. To ensure that all employees suffering from chemical dependency will not have their job security and promotional opportunities jeopardized by making a request for help.
- g. To hold voluntary requests for help in strict confidence; only those persons within the department who need to know will be notified.
- h. To ensure employees' right to privacy and confidentiality with regard to testing, medical treatment or substance abuse treatment.

## LEGAL DRUGS AND CONTROLLED SUBSTANCES

1. Medication. The use of medically prescribed drugs or controlled substances during working hours is approved, provided there is no medically stated caution preventing the employee from performing his/her job safely and adequately. The employee is responsible for notifying his/her direct supervisor when taking medications that may prevent the employee from safely performing his/her required duties.
2. Prohibited Use of Alcohol. Employees whose physical abilities or mental judgement are reasonably believed to have been altered by the use of alcohol or who have the odor of an alcoholic beverage on their breath shall not be permitted to report to work or continue to perform work while in that condition. Any employee reporting to work so affected or engaging in the use of alcoholic beverages on County premises or during work hours, is subject to corrective action, up to and including termination. Employees are required to report any alcohol related arrest, conviction or license suspension at the beginning of the next scheduled work day following the event. It is understood that an arrest, in and of itself, shall not be considered just cause for discipline.

## ILLEGAL DRUGS

1. Subject to Subsection 2 below, the actual or attempted delivery, distribution, manufacture, or trafficking of controlled substances or the use or possession of controlled substance that are not medically authorized is strictly prohibited. Any violation of this policy will result in disciplinary action up to and including termination.
2. Marijuana is a Class I controlled substance; its use is illegal under federal law. Although Oregon law (ORS 475.300 to 475.346) exempts from criminal prosecution in state court those individuals who obtain a "registry identification card" from the Oregon Department of Human Services, based on a statement from their attending physician that the individual has a "debilitating medical condition," this is not an acceptable explanation for a positive drug test under this Policy. The County will automatically verify such tests as positive.
3. Employees are required to report any arrest or conviction for illegal drugs or controlled substance to their supervisor at the beginning of the next scheduled work day following the event. It is understood that an arrest, in and of itself, shall not be considered just cause for discipline.

## EMPLOYEE RESPONSIBILITIES

1. Each employee is responsible for managing his or her own behavior in compliance with this policy. If an employee suspects that he/she has an alcohol, drug or controlled substance problem, the employee is expected to seek assistance for that problem. All employees are encouraged to support co-workers in seeking assistance for problems that adversely impact the work environment, safety, health and job performance.
2. In the event an employee is diagnosed as alcohol, controlled substance or drug dependent the employee is responsible for following the recommendation of an approved treatment program.
3. As a result of disciplinary action arising from an alcohol, drug or controlled substance problem, an employee may be required to participate in a drug or alcohol evaluation. An employee who is required will be evaluated for drugs

and alcohol use by a state approved treatment provider. As a result of this evaluation treatment may be required.

4. An employee who successfully completes a treatment program for substance abuse will be subject to random drug and/or alcohol testing for a period of two years after returning to work. Any employee who tests positive for alcohol or controlled substances is subject to disciplinary action up to and including termination, and will be held responsible for the expense of positive tests.

#### EMPLOYER RESPONSIBILITIES

The County may, upon employee request, grant leave to permit the employee to participate in a drug or alcohol abuse assistance or rehabilitation program. The employee shall use his/her accrued compensatory time, sick leave and vacation leave, in that order. If accrued paid leave is exhausted, the employee may be placed on leave without pay per personnel rules. All of the provisions of the sections concerning unpaid leaves of absence shall apply to any such leave.

#### TESTING FACILITIES

For breath and urine testing, the County may use local testing facilities and qualified personnel. For laboratory results, the County will use an accredited testing facility for the testing work required under those Policies and Procedures. The Employee, through the contract grievance process, may challenge any testing methods or results, if desired.

#### TRAINING

Supervisors and other management personnel will be trained through a state accredited provider to recognize appropriate symptoms which indicate reasonable cause to conclude that an employee may be working under the influence of alcohol, drugs or controlled substances and to administer these Policies and Procedures in a reasonably consistent, confidential and effective manner.

#### RIGHT TO SEARCH

When reasonable cause exists to believe an employee has violated the terms of this policy, the County reserves the right to inspect and/or search all County property for intoxicating liquor, controlled or illegal substances or any other substances which impair job performance. Refusal to submit to any such inspection or refusal to cooperate in any investigation shall constitute misconduct which may result in disciplinary action up to and including termination.

#### RIGHT TO TEST

When a supervisor has reasonable grounds to believe that an employee is using or is under the influence of alcohol or controlled substances, the employee in question may be required to submit to a drug and/or alcohol test at the County's expense. Any refusal to submit to mandatory drug and/or an alcohol testing, or attempts to subvert a drug or alcohol test in any way, will subject the employee to disciplinary action up to and including termination. An employee whose initial laboratory screening test for controlled substances yields a positive result shall be given a second test using gas chromatography/mass spectrometry (GC/MS) test or other reasonably accepted scientific methodology. The second test shall use a portion of the same test sample withdrawn from the employee for use in the initial screening test. If the second test confirms the initial positive results, the employee shall be notified of the results in writing by the appropriate department head or designee. The letter of notification shall state the particular substance identified by the laboratory tests. If a confirmed body fluid is positive, the County will instruct the laboratory to retain the body fluid sample for a period of not less than thirty (30) calendar days from the date the tests are

complete for the purpose of allowing the employee to conduct an independent test at his or her own expense at a laboratory approved by the County.

### PRE-EMPLOYMENT TESTING

1. Successful applicants for safety sensitive positions in Curry County (as determined by the County) are required as a condition of employment to consent to drug/alcohol screening at the County's expense prior to being considered for employment. Applicants who refuse to consent to the required testing will not be considered for employment.
2. Applicants who fail the required tests will not be considered for employment of a period of six months. This period may be waived if the applicant completes an evaluation by a qualified Alcohol & Drug Counselor and completes an acceptable rehabilitation program and presents proof of completion. Applicants who have successfully completed an acceptable rehabilitation program are subject to retesting at any time during the following two years of employment. An applicant who fails a second test will not be re-considered for a period of one year.
3. This section shall not apply to intra-county job changes such as promotions, interdepartmental transfers, etc.

### SPECIFIC DRUG AND ALCOHOL PROCEDURES

The specific County alcohol and drug procedures are found in Attachment "A" which is incorporated by reference.

#### ATTACHMENT A

##### Confidentiality Procedure for Alcohol and Drug Policy

- A. Employee and applicant: Alcohol and drug information such as that relating to testing and treatment is confidential.
- B. The County will maintain confidential employee and applicant information in separate files, with limited access.
- C. Employees shall respect the needs and rights of recovering employees to maintain confidentiality and to actively engage in an ongoing recovering program.
- D. Employees who may require counseling and/or related assistance should be advised that the Curry County Personnel Officer is a resource to identify various counseling or assistance providers.

##### EMPLOYEE MEDICATION USE REPORT PROCEDURES

- A. Employees are responsible for notifying their direct supervisor when taking medications that may prevent them from safely performing their work duties.
- B. Any such notification must be kept confidential from all except those with a need to know or those approved by the employee.
- C. For notification purposes, an employee must use the "Confidential Legal Drug Use Notice" form or other written notice which contains essentially the same information.
- D. A supervisor does not need to know which drug the employee is taking or who the employee's doctor is.
- E. If the employee determines that the medication will prevent him/her from performing his/her job safely and adequately in the short term, then the employee may be granted:



1. Accumulated compensatory leave
2. Sick leave (refer to the Personnel Rules)
3. Vacation leave
4. Leave without pay (refer to Union contracts or County Personnel Rules)

or an employee's work duties may be temporarily altered to allow the employees to remain at work and perform his/her duties safely and adequately.

F. If the medication will not permit an employee to perform his/her job safely and adequately for a long term and no reasonable accommodations to the employee's condition can be made, it may be necessary to release the employee from his/her employment with Curry County. Please consult with County Legal Counsel.

### CONFIDENTIAL

### MEDICATION USE NOTICE

#### Part I

\_\_\_\_\_  
Employee Name (print or type)

In accordance with the Curry County Alcohol and Drug Free Work Place Policy, I am notifying my supervisor that I am taking a legal medication that may prevent me from safely performing my required duties.

I am taking medication which has the following possible side effects:

\_\_\_\_\_

I believe that the use of this medication \_\_\_\_\_ prevent me from performing my job  
(will / will not)

safely and adequately. Explain:

\_\_\_\_\_

\_\_\_\_\_

#### Part II

\_\_\_\_\_  
Supervisor Name (print or type)

Due to the above information, the following action will be taken:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

**REPORT PROCEDURE FOR ARREST, CONVICTION, OR LICENSE SUSPENSION  
DUE TO ALCOHOL, ILLEGAL DRUGS OR CONTROLLED SUBSTANCES**

A. Employees are required to report any alcohol, illegal drug, or controlled substances related arrest, conviction, or license suspension to their supervisor at the beginning of their next scheduled work day following the event.

B. This information may be reported on the form provided or may be written if it contains essentially the same information.

C. The supervisor, in consultation with the appointing authority for the department and County Legal Counsel, must determine if the event is a violation of the Curry County Alcohol and Drug Policy and/or a violation of Article 24 A in the Curry County Personnel Rules. If the event is a violation of these policies/rules, then disciplinary action must be taken in accordance with Union contracts, Personnel Rules, and Alcohol and Drug Policies.

**ARREST, CONVICTION OR LICENSE SUSPENSION REPORT FORM FOR  
ALCOHOL, ILLEGAL DRUGS OR CONTROLLED SUBSTANCES**

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Name

\_\_\_\_\_  
Time

\_\_\_\_\_  
Date of Arrest/Conviction/License Suspension (circle one)

\_\_\_\_\_  
Place of Arrest/Conviction/License Suspension (circle one)

Arresting Department and Officer: \_\_\_\_\_

Reason for Arrest/Conviction/License Suspension:  
\_\_\_\_\_  
\_\_\_\_\_

Employee Statement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Court Date: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature Date