

**RECORDED**

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**AGREEMENT**

Between

CLATSOP COUNTY, OREGON

and

CLATSOP COUNTY LAW ENFORCEMENT ASSOCIATION

July 1, 2023 through June 30, 2027

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

**1.1 - Recognition.** The County recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, salaries, hours and other conditions of employment for all employees, within the Sheriff's Office bargaining unit, excluding all other supervisors, confidential employees, nurses, casual employees and all employees working in other bargaining units.

**1.2 - Employment Definitions.**

A. **Regular.** Employees who have satisfactorily completed their probation period and who are employed to fill regular positions.

B. **Full Time.** Those employees whose regular work schedule is the full normal week for their department.

C. **Part Time.** Those employees who work on a regular work schedule of specific hours and days of the week which is less than the full normal workweek for their department. Prorated vacation and sick time benefits will accrue based on hours worked. Employees working less than 20 hours per week are not eligible for fringe benefits.

D. **Casual Employees.** Those employees hired, full or part time, for a definite period of time or for a job of limited duration with the understanding that there is no guarantee of continuation of employment. Casual employees shall be eligible for fringe benefits as provided for in Oregon and/or Federal Law.

E. **Probationary Employees.** Employees shall serve the eighteen (18) month probationary period pursuant to Article 13.2 and Article 13.6 of this Agreement; provided, however, that if a new hire at the time of appointment with Clatsop County possesses valid and current DPSST certification in the discipline into which the person is hired, the probation period shall be twelve (12) months.

Employees serving a probationary period shall receive a performance evaluation following six (6) months of employment and once every six (6) months thereafter until the probation period is completed.

F. **Anniversary Date.** The date the employee will be considered for periodic step increases and accruals of vacation and sick leave or is promoted or reclassified upward or downward. If the hire date as defined below is on or before the 15th calendar day of the month, the anniversary date shall be on the 1st day of that month. If the hire date is the 16th or after, the anniversary date shall be the first of the next month.

G. **Hire Date.** The date the employee first renders paid service to the County as a probationary employee.

H. **Supervisory Employees.** Employees as defined by ORS 243.650.

I. **Confidential Employees.** Employees as defined by ORS 243.650.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

**2.1 - Management Rights.** The Association recognizes the prerogative of the County to operate and manage its affairs in all respects in accordance with its responsibilities, except as otherwise specifically limited by the terms of this Agreement. The County retains all the customary, usual and exclusive rights, decision making authority, prerogatives and functions connected with or in any way incidental to its responsibility to manage the affairs of the Sheriff's Office, except as otherwise specifically limited by the terms of this Agreement. The rights of the employees in the bargaining unit and the Association hereunder are limited to those specifically set forth in this Agreement. The County shall have no obligation to bargain with the Association with respect to any such subjects or the exercise of its discretion and decision making with regard thereto; and subjects covered by the terms of this Agreement are closed to further bargaining for the term hereof; and any subject which was or might have been raised in the course of collective bargaining is closed for the term hereof.

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

- A. To determine the services to be rendered to the citizens of the County.
- B. To determine and to follow the County's financial, budgetary and accounting procedures.
- C. To direct and supervise all operations, functions and policies of the Sheriff's Office, and requirements of facilities and operations in which the employees in the bargaining unit are employed, and such other operations, functions and policies in the remainder of the County as they may affect employees in the bargaining unit.
- D. To close or liquidate any office, branch, operation, or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations, or facilities for budgetary or other reasons.
- E. To manage and direct the work force, including, but not limited to, the right to determine the place to report for work; to determine methods, processes and manner of performing work; the right to hire, promote and retain employees and transfer them within the same pay range or demote to a lesser pay range should they not be qualified for retention of their present pay range, or should their work habits or productivity not justify retention to pay range; the right to lay off; the right to abolish positions or reorganize the departments; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies; the right to demote or terminate employment of an employee whose work habits or productivity fall below the work standard as determined by the division head for his department based on the adopted job description in effect at the time and as demonstrated by the work requirements of the department.
- F. To determine the need for a reduction or an increase in the work force to implement any decision with regard thereto.
- G. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment and appearance.
- H. To implement new, and revise and discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

I. To contract or subcontract work as may be determined by the County, provided that as to work which has been previously and regularly performed by employees in the bargaining unit, the County agrees to afford an opportunity for the Association to negotiate with the County the effects that such action will have on employees in the unit prior to the County finalizing or implementing new decisions concerning such contracting or subcontracting. The County will encourage any subcontractor to hire employees who would be laid off due to this subcontract.

J. To assign shifts, workdays, hours of work and work locations.

K. To designate and to assign all work duties

L. To introduce new duties within the unit.

M. To determine the need for and the qualifications of new employees, transfers and promotions.

N. To discipline, suspend, demote or discharge an employee so long as such action is not arbitrary, in bad faith or without cause.

O. To determine the need for additional educational courses, training programs, on-the-job training and cross-training, and to assign employees to such duties for periods to be determined by the County.

### **ARTICLE 3 - ASSOCIATION SECURITY**

**3.1 - Membership.** Membership or non-membership in the Association shall be the guaranteed individual choice of employees within the bargaining unit subject to this Agreement; provided, however, that any such employee, who as of the date of execution of this Agreement has chosen, or hereafter and during the term of this Agreement chooses to belong to the Association, shall, commencing with the date of execution of this Agreement, be eligible to maintain membership subject to the following limitations:

A. Association membership shall be defined as the tender of periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership. Dues deduction commences with the first full month of employment.

B. Each employee shall be entitled to withdraw from membership in said Association by the giving of written notice to the Association and the County.

**3.2 - New Employees.** The County agrees to furnish each new employee in the bargaining unit with access to an electronic copy of the collective bargaining agreement at the commencement of employment of each employee.

### **ARTICLE 4 - CHECKOFF**

The County agrees to deduct from the paycheck of each employee authorized by the Association the regular monthly dues uniformly required of members of the Association. The amount deducted, together with an itemized statement, shall be transmitted monthly to the Association treasurer, or designee, on behalf of the employees involved. The performance of

this service is at no cost to the Association. The County will not be held liable for any errors, but will make any proper corrections as soon as possible.

## **ARTICLE 5 - HOURS OF WORK**

**5.1 - Work Schedules.** The regular hours of work each day shall be consecutive. The County shall schedule employees to work on a regular work shift consisting of one of the following schedules: five (5) consecutive eight (8) hour days followed by two (2) consecutive days off or four (4) consecutive ten (10) hour days followed by three (3) consecutive days off or twelve hour shifts as allowed by law and agreed upon by the County and Association. An alternative schedule may be adopted on a trial basis or otherwise for a Division or team as determined by the Sheriff with the agreement of the Association by written Memorandum of Agreement.

Work week shall be defined as the seven (7) consecutive day period beginning with the employee's first scheduled day of work. Work day shall be defined as any 24 hour period. Work days and days off shall be consecutive. Shift assignments shall be regular and consistent. The posted work schedule shall reflect the employees' base schedule.

The County and the employee may flex the employee's work schedule by mutual agreement, either to meet operational needs or to accommodate reasonable personal needs. Flexing of time shall occur within a 28-day period, and will not be denied arbitrarily and capriciously. In addition, the County and the Association may agree to alternative work schedules for special teams or to meet operational needs.

The County and the Association elect to utilize FLSA 7(k) as appropriate for shift schedule configurations which are used in relation to a work period longer than a workweek. The parties elect a twenty-eight (28) day work period based on 171 hours, with the explicit understanding and proviso that overtime hours as defined by this contract shall be paid as such even if not required by the Fair Labor Standards Act.

**5.2 - Hours of Work.** Hours of work shall include all County paid leaves such as vacation leave, sick leave, holidays and bereavement leave.

**5.3 - Posting Work Schedules.** The current work schedules for Criminal and Corrections Divisions will be posted on the respective bulletin boards and on the "W" drive. The work schedule shall show shifts and work hours for each work day. Base work schedules shall be posted at least thirty (30) days in advance prior to implementation. However, changes can be made up to 15 days prior to schedule change without incurring overtime liability.

**5.4 - Changes to Posted Work Schedule.** Once posted, the posted work schedule may be changed when:

A. The change is mutually agreed by the County and the affected employee(s).

B. An objectively reasonable emergency or other situations beyond the County's control which could not reasonably have been anticipated. "Emergency" does not include vacation coverage, transports, court appearances and pre-scheduled offender medical appointments.

C. Employees required to change their regular schedule of work for a bona fide emergency shall receive overtime for all hours worked outside their regular schedule during

the first 48 hours of the declared emergency. Notification of an emergency schedule change shall be made in a manner that is acknowledged by the employee.

D. 15 calendar days prior notice is given.

This Article does not restrict the County's ability to schedule or require employees to work additional hours subject to the overtime and call back articles of this Agreement. This Article 5.4 does not apply to flexing or to any agreed upon alternative schedule.

**5.5 - Call Back.**

A. Employees called back to work prior to the beginning of their normal shift shall be paid at the overtime rate for overtime hours unless the employee and the County agree to flex the employee's normal scheduled hours.

B. In the event an employee is called back to work for any reason (such as, training, staff meetings, qualifications), outside of an employee's normal work hours and not in conjunction with their normal scheduled hours (i.e., a holdover or early start of shift), the employee shall be paid at the overtime rate for overtime hours worked, or for a minimum of three hours, whichever is greater. Employees called back to duty shall not be assigned additional duties to fulfill the three hours minimum, except in an emergency.

C. The County and the employee may mutually agree to flex the employee's work hours within an FLSA 7k exemption 28-day work period.

D. Telephonic work off duty will be paid at the overtime rate with rounding as provided by the FLSA in fifteen (15) minute increments. This does not apply when the call is: to check availability for a call-out or shift coverage, or to assign/grant call-out or overtime work; to notify of a subpoena or subpoena cancellation; to ascertain information or locate items not available to the calling deputy/supervisor due to inaction, inattention or oversight of the employee.

**5.6 - Shift Change Over and Rotating Days Off.** Employees shall be allowed a minimum of twelve (12) hours off between shift change over, and in no event shall an employee's monthly salary be reduced due to rotating days off when the employee works less than eighty (80) hours in a fourteen-day period. (The 14-day work period for schedule rollover consists of the seven (7) days prior and seven (7) days following the rollover date.) Should it not be possible to schedule two (2) consecutive days off during the two weeks of rotation, an administrative day off shall be scheduled prior to the eighth (8th) consecutive day or 60 hours worked; provided however that the employee may flex his/her schedule by mutual agreement with the supervisor to provide for a work schedule and for days off other than as provided herein; and further provided that each shift change shall be administered under the FLSA 7k exemption (example: a deputy works the shifts as scheduled during the 14 day work period. The deputy works no call back, holdover or court overtime. No overtime is due. The employee works four hours court time; four hours of overtime is due. The employee is held over due to an investigation in progress, which requires that the regular shift be extended for four hours. Four hours overtime is due.) The practice of allowing flex scheduling may be discontinued by the County or by the Association upon ten (10) day written notice by either party. Any employee who works sixty (60) consecutive hours shall receive an administrative day off.

**5.7 - Meal Periods.**

A. Corrections Deputies and Control Room Technicians shall be allowed up to sixty (60) minutes of on-duty time for lunch without leaving the assigned facility. No duties other than their required functions shall be added to Corrections Division employees during their meal period.

B. Deputies assigned to the Criminal Division shall be allowed up to sixty (60) minutes of on-duty time for lunch. Deputies in the Criminal Division may take lunch at their discretion during their shift provided they notify Dispatch of their actual location and that they remain readily available to respond to duty if needed.

C. Meal periods shall be scheduled consistent with the operating requirements of the respective division and shall be scheduled approximately in the middle of the work shift.

D. The County will provide one meal for Corrections Deputies and CRTs unexpectedly held over for more than two hours at the lunch per diem rate.

E. Employees working a detail that does not require “not leaving an assigned facility” or “remaining readily available to respond to duty if needed” shall not receive a paid lunch period. This is to address training days where the schedule would incur overtime due to the lunch period.

**5.8 - Rest Periods.** Except as required by operational necessity as determined by the shift supervisor, employees shall have two (2) uninterrupted 15-minute rest periods on duty time, scheduled near the middle of each four-hour segment. Employees working a 12-hour shift are entitled to three rest periods. Rest periods are compensated as hours of work. An employee shall not be entitled to additional compensation in the event such periods cannot be taken.

**5.9 - Assignments.** Positions identified in the RU Schedule are considered separate job classifications into which employees are hired or promoted, and in which employees have a property right such that removal may occur only for just cause under this Agreement. The Sheriff, through delegation to Division Heads, retains the right to assign to and reassign employees from ‘special’ assignments or postings, with the Appointing Authority (e.g., the Sheriff acting through delegation to division heads) retaining the right to determine the duration of assignments/postings and to remove an employee from an assignment or posting prematurely for reasons related to operational need or performance as determined by the Division Head. An employee who has served successfully for a full performance review reporting period as documented in a performance review shall have the opportunity, if thereafter removed from the specialty assignment, to challenge the adequacy of the reasons in a meeting with the Sheriff and the Human Resources Director, the joint decision of whom shall be final. Removal from an assignment is administrative and not discipline. At the time of assignment, the Sheriff will identify the intended duration of the assignment. The incumbents of assigned positions retain the classification of “deputy sheriff.” Examples of special assignments include but are not limited to work crew and courthouse security officer, marine deputy, canine handler, detective, drug detective, forest deputy, transportation deputy, and field training officer. When a vacancy occurs or is anticipated for special assignments the Division Head will accept written letters of interest.

**5.10 - Shift Bidding.** Deputies who have completed their training period as determined by the Division Head or will have completed their training period prior to the scheduled bid period shall be permitted to bid for shifts based on seniority, subject to the limitations stated in this

Article. The available shifts for bid will be determined by the Division Head in accordance with operational needs. The available shifts will include the hours of work and days off. Each deputy shall be required to make bid elections so that the deputy (a) works each shift at least once in a rolling twenty-four (24) month period, (b) does not work more than two (2) consecutive rotations in the same shift, if bidding the same shift consecutively must change days off, (c) does not work more than two (2) rotations with both Saturday and Sunday off in a twenty-four (24) month rotation, unless each bid eligible deputy has had the opportunity to successfully bid on a Saturday/Sunday combination off. It is understood that available shifts for bid in the 24-month period may change due to operational changes such as but not limited to reduction in force, position vacancies and new employee training periods, such changes to available shifts for bid shall not be done arbitrarily or capriciously. If a shift is added back to the schedule, at the next rotation that added back shift may be bid by seniority the junior most deputy will then fill the winning bidder's shift.

Deputies in the following assignments are not eligible for shift bidding and work the hours associated with the assignment as determined by the Sheriff/assignment responsibilities: Resident Deputy, Canine Deputy, Drug Task Force Investigator, Detective, Marine Deputy, Forest Deputy, Transport Deputy, Work Crew Deputy, Court Security Deputy, and Control Room Technician (for so long as there are fewer than four (4) CRTs in the job classification).

Division Heads will endeavor to effectuate deputies' shift bid preferences in accordance with seniority and the contractual shift bidding process. The parties recognize that the Sheriff and Division Heads must consider a number of factors as appropriate in determining work schedules and assigning work of each classification. These include and are not limited to gender in the correctional facility, seniority, and particular shift supervisors (including FTO/recruit pairing and shift exposure).

Rotation months and periods will be determined by the Sheriff in communication and collaboration with the Association. The Division Head shall be responsible for providing the Association with proposed shift schedules for the successive twelve (12) month bid period by September 1 each year. The Association in turn shall be responsible to deliver to the Division Head the shift bid results for the successive twelve (12) month bid period by October 15 each year. If the bid is not submitted to the Division Head as directed, then the Undersheriff may implement and direct shift assignments for the following shift rotation.

Deputies scheduled to come out of special assignments or completion of training periods on a pre-determined date may participate in the annual bid process but may only bid for rotations occurring after the predetermined date.

**5.11 - Shift Trades.** Employees in the same classification who have successfully completed FTEP and/or who have been released as qualified to work independently without direct supervision in a solo status, and who are working the same shift (i.e., day/evenings/grave) may trade work shifts with written approval prior to the trade (on a shift trade form) from the affected shift supervisor(s). The County shall not record the hours worked on a trade to payroll records of the County; both employees' records of hours of work shall be maintained as if each employee worked the regular hours assigned, and shall be paid accordingly. In the event an employee who trades and works a shift for another employee in a holdover or call back situation, thereby working contractual overtime, such overtime, call back or other appropriate compensation shall be paid to the employee who actually works the hours and shall not be reciprocated as part of the trade agreement. Each employee involved in a shift trade is responsible for maintaining and being able to produce a record of shift trades (the shift trade forms) they have participated in during any given fiscal year.

**5.12 – Relief Medicolegal Death Investigator.** The appointed Relief MDI will be compensated at minimum for ten (10) hours/week at the hourly rate identified in the RU Schedule for assigned weeks of coverage. If the Relief MDI's actual hours worked exceed ten (10) hours per week, the Relief MDI will be compensated at the hourly rate for all hours worked in excess of the minimum ten (10) hours. The Relief MDI will be compensated for all training, required meetings, appointments, follow-up contacts, investigations, and coordination that are in excess of the 10 hour/week minimum. If no work is available or no callouts occur, the County will not require the Relief MDI to report to work. Leave and fringe benefits will be determined by County policy and be prorated based on quarterly actual hours worked.

Due to the nature of the position (including the fact that it is a part-time, on-call position), the following provisions of the collective bargaining agreement do not apply: (1) Articles 5 through 10; (2) Article 11.1(D) and (J); (3) Article 11.3 through 11.6; and (4) Article 12. However, if any workday exceeds four (4) hours, normal paid breaks and unpaid meal time will be provided. Overtime will be determined in accordance with the FLSA and at the minimum for any hours worked in excess of a 40-hour work week. The County will supply at their cost any specialized equipment and clothing necessary in carrying out the duties of the Relief MDI to include two (2) pairs of scrubs.

## **ARTICLE 6 – HOLIDAYS**

In lieu of time off on holidays recognized by the County, bargaining unit members who are assigned to continuous operations shall receive one day of paid leave per month to be taken in conjunction with the employee's normal scheduled days off or other days mutually agreed to each month, and in addition shall be entitled to 4.5 floating holidays to be scheduled in the same manner as vacation leave. If a new holiday is declared by the Governor or President, the number of floating holidays under this Article shall be increased in the year of the first occurrence of that holiday during the term of this Agreement. Subsequent occurrences shall not be observed except by mutual agreement. Employees who work on a designated holiday shall not receive any additional benefit for working on the holiday.

An employee assigned to Court Security may be required to take a red-letter day on days the Courts are closed.

An employee may accumulate up to twenty-four (24) hours of "red-letter" compensation time. The employee shall designate to his/her supervisor which months are chosen for accrual. These days shall be scheduled in the same manner as vacation leave.

## **ARTICLE 7 –VACATIONS**

**7.1 - Accrual and Allowance.** Regular full-time employees shall accrue vacation time on a monthly basis in accordance with the following schedule which shall be based on normally scheduled work hours – not to include overtime:

A.	Service Requirement	Vacation Period
	1 through 4 years (approximately 8 hours/month)	.04615 hours/hour worked
	5 through 9 years (approximately 10 hours/month)	.05769 hours/hour worked

10 through 14 years (approximately 12.64 hours/month)	.07292 hours/hour worked
15 through 19 years (approximately 14 hours/month)	.08077 hours/hour worked
20+ years (approximately 16 hours/month)	.09231 hours/hour worked
25+ years (approximately 20 hours/month)	0.11538 hours/hour worked

Service Requirement shall include qualifying service prior to employment with Clatsop County in the discipline for which the employee is hired. Qualifying service shall exclusively include civilian law enforcement that is recognized by, and documented on, the employee's DPSST record. However, the Sheriff may, at his sole discretion, consider other forms of prior law enforcement experience (i.e., out-of-state civilian law enforcement service) that does not appear on a DPSST record.

Eligibility for vacation leave is established after the first month of continuous employment. Employees can use only what has been accrued through the end of the month prior to the month when vacation is taken.

Vacation accrual will be prorated, based on the employee's hire date.

B. Part-time regular employees shall accrue prorated vacation leave based on hours worked.

**7.2 - Choice of Vacation.** Employees shall be permitted to request a single priority vacation per year for a specified date or days based on seniority during the time for which the shift schedules are established by the shift bid process. The priority vacation bid will be limited in length to the annual vacation accrual for the employee in the year the priority vacation is submitted for. Other vacation time shall be scheduled by the supervisor based upon the supervisor's judgment as to the needs of the efficient operation of the division and to meet the needs of the County at the time the request is made. The Division Head will approve or deny a vacation request within twenty-one (21) days. Approved vacation (but not a seniority bid priority vacation) is subject to cancellation due to circumstances unforeseeable at the time the vacation request is made. Subject only to the foregoing, employees have the right to request vacation time for any time within the shift bid period.

**7.3 - Maximum Accrual.** Vacation periods shall be computed on the basis of the employee's anniversary date. Vacation periods shall be taken each year.

Vacation leave may be accrued up to a maximum of one and one-half of the amount authorized per year. For example, if authorized 12 days per year, an employee may accrue up to 18 days' accumulation. However, when an employee reaches the maximum accrual, the employee and Division Head should meet to schedule the taking of vacation leave. If workload requirements will not permit the taking of leave at the time, vacation accrual over the maximum shall not be lost and will be recorded in the official leave records; however, the time off must be scheduled and taken off within a reasonable time and, if not, then the Division Head may direct the time off be taken on specified days.

**7.4 - Vacation Rights in Case of Layoff or Separation.** Any employee who is laid off, discharged, retired or separated from the service of the Employer for any reason, prior to the taking of earned vacation, shall be compensated in cash for all unused vacation accumulated

at the time of separation at his or her regular straight time rate. If an employee terminates prior to the 16th of the month there is no vacation accrual for that month. If an employee terminates during the 16th of the month or after, one day of vacation will be accrued for that month.

**7.5 - Work During Scheduled Vacation Period.** Any employee who is requested and in fact does work during an approved scheduled vacation period shall be paid for regular hours worked at the rate of double time and for overtime hours worked at the rate of triple time, for a minimum of two hours' pay. Provided, however, if such employee is requested and does work during a scheduled vacation period due to circumstances beyond the control of the County or the Sheriff, the above-described increased rates of compensation do not apply, but shall be paid for a minimum of two hours of the employee's regular rate of pay. Employees who must cancel non-refundable deposits, tickets or the like that were purchased after a vacation period was approved and then later cancelled by the Sheriff shall be reimbursed by the County upon submitting proof of payment. However, if an employee fails to advise the District Attorney and the Court of unavailability at the time the employee's vacation request is approved, or if a court hearing or trial is scheduled or foreseeable at the time the vacation is requested, testimony shall be paid at the appropriate rate of pay.

**7.6- Canceling Vacations.** If the employee's vacation should be canceled as provided in Article 7.5, the employee may reschedule their vacation to a future date, and such schedule shall be given priority by the Division Head, provided it does not cause a conflict with other scheduled vacations. Cancellation of vacation shall not be done in a capricious or arbitrary manner.

**7.7 - Transferring Vacation Time.**

A. An employee having accumulated vacation time may transfer accumulated vacation time to any other County employee if the requirements of this Article 7.7 are met. Vacation time may be transferred in hour increments only.

B. The employee transferring vacation time to another employee shall request and authorize in writing the transfer on a form provided by the County. Donated vacation hours are used in order received. Unused donated vacation time is returned to the donor's leave balance upon the receiving employee's return to work.

C. Transfer of vacation time shall only occur if the receiving employee is suffering from a serious health condition which prevents the employee's return to work, is officially on protected FMLA and/or OFLA leave, and the employee has exhausted all accumulated vacation time, sick leave and other paid leave accruals to which the employee is entitled. Total vacation transfer to a recipient shall not exceed 520 hours, shall not be subject to value conversion, and shall be paid at the recipient's rate of pay. Verification of the serious health condition may be required.

D. Employees who have received donated vacation hours will not be entitled to payment for donated hours at the time of resignation or retirement. The County reserves the right to permit donation of vacation only to the extent necessary to cover the recipient's current verifiable needs; additional donations may occur.

E. Employees who receive donated vacation hours and subsequently receive time loss payments through workers' compensation for the same basis as the leave transfer shall repay the County for all donated leave hours, which hours shall be returned to the

donating employee's leave balance.

## **ARTICLE 8 - SICK LEAVE**

**8.1 - Allowance.** Any regular or probationary employee contracting any sickness or disability which renders such employee unable to perform the duties of employment may use sick leave with pay up to the employee's accrued or donated leave balance.

Eligibility for sick leave is established after one continuous month of employment from the hire date. One month of continuous service is based on the month in which accrual begins. Part-time regular or probationary employees shall accrue prorated sick leave based on hours worked.

Full-time employees shall accrue eight (8) hours of sick leave at the completion of each full calendar month of service.

Sick leave is a short-term County funded disability plan the abuse or ineligible use of which constitutes serious misconduct and grounds for severe discipline. The ability to report for and perform duty regularly and reliably is an essential job function.

**8.2 - Notification.** Any employee who is ill or unable to report to work for any reason shall notify an appropriate supervisor/designee as soon as possible and no later than one hour prior to the start of the shift. In case of a continuing illness, the employee shall continue to notify the employee's immediate supervisor weekly of the employee's ability to work. Sick leave may be denied for non-compliance.

**8.3 - Certification.** In the event of the employee's own injury or illness, the employee may be required to furnish a certificate issued by a licensed physician or practitioner or other satisfactory evidence of illness, where the County or the Sheriff has objective and reasonable factual basis documented in writing to suspect abuse of sick leave or to question ability to return to full duty. In the event such certification request is made, the medical cost to the employee, if any, will be borne by the County.

**8.4 - Family Illness.** An employee may use accumulated sick leave, vacation, compensation time, personal holiday time or unpaid leave upon approval of his/her supervisor when care of a family member is allowed under the Oregon Family Leave Act and/or the Federal Medical Leave Act.

**8.5 - Sick Leave Conversion.** Employees shall be allowed to convert sick leave as follows:

A. Effective July 1 of a fiscal year, when an employee has accrued 150 hours of sick leave, the employee may convert ten (10) hours of accrued sick leave to ten hours of personal holiday to be used within the fiscal year.

B. Effective July 1 of a fiscal year, when an employee has accrued 250 hours of sick leave, the employee may convert twenty (20) hours of accrued sick leave to twenty (20) hours of personal holiday to be used within the fiscal year.

C. If an employee has a vacation balance in excess of the maximum per Article 7.3, sick leave conversion is not allowed.

**8.6 - Accumulation.** There shall be no maximum sick leave accumulation.

**8.7 - Appearance in Court While on Sick Leave.** When an employee on sick leave appears in court, the actual court time, or three (3) hours, whichever is greater, shall not be charged against the employee's sick leave accrual. The employee shall be paid for court time at the appropriate rate of pay.

**8.8 - Funeral Expense.** The County shall pay up to \$10,000 in actual funeral expenses for any employee who dies in the line of duty. Additionally, the employer shall pay the employees estate up to five hundred (500) hours of the employee's accumulated sick leave, at the employee's current rate of pay, should the employee die in the line of duty.

**8.9 – Paid Leave Oregon:** The County shall participate in the Paid Leave Oregon Plan by remitting employer share contributions to the Plan and withholding employee share contributions to the Plan.

## **ARTICLE 9 - LEAVES OF ABSENCE**

**9.1 – Application for Leave.** Any request for a leave of absence shall be submitted in writing, on a form supplied by the County, by the employee to the employee's immediate supervisor. The request should state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Authorization for a leave of absence shall be furnished to the employee by the employee's immediate supervisor with Division Head or Sheriff's approval, and it shall be in writing when granted. Any request for a leave of absence shall be answered promptly. Requests for leaves involving family illness and bereavements will be answered before the end of the shift on which the request is submitted. If it is not possible to answer a request for bereavement leave or leave to care for a sick family member by the end of the shift, the employee's supervisor will indicate the reason for the delay and indicate when the County will be able to provide an answer. All other leave requests under this Article shall be answered within two (2) work weeks unless the County communicates a good faith reason why it cannot provide a response within this time frame.

**9.2 - Failure to Return from Leave.** Any employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned the employee's position with the County or Sheriff's Office and that position shall thereupon be declared vacated; except and unless the employee, prior to the expiration of the employee's leave of absence, has furnished evidence acceptable to the County or the Sheriff that the employee qualifies for additional leave protected by state or federal law, including OFLA, FMLA, or military leave.

**9.3 - Paid Leaves.** In addition to accruing seniority while on any paid leave of absence granted under the provisions of this Agreement, employees shall be returned to the position that they held at the time the leave of absence was requested.

**A. Bereavement Leave.** In the event of the death of a family member, a full-time or part-time employee shall be granted up to forty (40) hours or one work week's leave of absence with full pay to make household arrangements, and to arrange for and attend the funeral services. Under such circumstances the family is defined as spouse, same sex or opposite sex domestic partner, parent, children, brother, sister, grandparent, grandchildren, grandparent-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, foster children, aunt and uncle, children of domestic partner or parents of

domestic partner. Bereavement leave will also be granted for others in the immediate family living in the employee's household. Employees may request additional leave if necessary, without pay or utilizing accrued vacation. Employees may request additional leave if necessary. Any such additional leave shall be without pay or charged to accrued vacation or compensatory time.

B. Court and Jury Leaves.

1. Service as a juror during the employee's regular work hours shall be without loss of pay. The salary paid the employee for the period of absence shall be reduced by the amount of money received for jury services unless the money received for jury services is turned in to the County for unreduced pay. All employees released from jury duty shall return to work and complete their normal work shifts.

2. Appearance before a court, legislative committee, judicial or quasi-judicial body as a witness associated with employment in response to a subpoena or other direction by proper authority, excepting private non-employment matters. The employee shall tender to the County witness fees paid on account of an appearance on paid leave and mileage if a County car is used. The County and the Association shall cooperate to facilitate employee testimony without loss of pay when appearing at pre-arranged times or otherwise during work hours as agreed, whether or not pursuant to a subpoena, concerning any matter involving the Association and the County as parties, and such appearances as a witness when off-duty at the call of the Association shall not constitute compensable hours of work.

**9.4 - Unpaid Leave with Seniority Accrual.** An employee may, case by case on a non-precedent setting basis, be placed on unpaid leave with seniority accrual when the leave is for medical purposes; provided all accrued sick leave, comp time and vacation leave have been exhausted.

**9.5 - Unpaid Leave Without Seniority Accrual.** Leaves of absence without pay may be granted when, in the judgment of the affected Division Head or the Sheriff, the work of the department will not be handicapped by the employee's absence. The request for such leave must be in writing and must establish sufficient justification for approval by the Division Head or the Sheriff. The request must be submitted to the affected Division Head or Sheriff within sufficient time to allow adequate review and action.

While an employee will not accrue seniority during an unpaid leave of absence, except as provided in 9.4, employees shall be returned to the position that the employee held at the time the leave of absence was requested.

**9.6 – Benefits for Protected Unpaid Leave:** If the employee is on approved protected leave such as FMLA, OFLA, Oregon Sick Leave (40 hours), and Paid Leave Oregon (PLO), the County will maintain an employee's health coverage under the County's group health plan on the same terms as if the employee had continued to work. Employees will not accrue vacation, sick leave or other benefits (other than health insurance) while the employee is on protected unpaid leave and/or Paid Leave Oregon. Employees who are supplementing Paid Leave Oregon by drawing on the employee's own leave banks to reach 100% of normal wages shall not be considered to be in unpaid leave status.

**9.7 - Benefits while on Unprotected Unpaid Leave:** Employees in unprotected unpaid leave status shall not receive leave accruals, or insurance benefits, beyond the end of the month in

which the unpaid leave commenced. However, at the employee's option and expense, and if eligible, health insurance benefits may be continued through COBRA.

**9.8 - Military Leave.** Full-time and part-time employees shall be entitled to perform military reserve or National Guard obligations in accordance with federal and Oregon law. Eligible employees called to annual active duty for training or active duty in lieu of training shall be granted military leave with pay for all regular workdays that fall within a period not to exceed 15 calendar days or a maximum of: 88 hours for 8-hour schedule, 90 hours for 10-hour schedule, and 108 hours for 12-hour schedule in any federal training year. Weekend drill obligations are not considered federal active duty for training under this article.

**9.9 - Family Leave.** The County shall grant and administer family leave in accordance with federal and Oregon law (ORS 408.290 and ORS 659A.086) and past practice.

## **ARTICLE 10 – HEALTH, WELFARE, AND SAFETY**

**10.1 - Health Insurance.** The County will maintain the health insurance benefits in effect at the time this Agreement becomes effective through June 30, 2027. Employees shall be enrolled in the tier of benefit elected by the employee in the CIS HDHP-4 including Rx-prescription and CIS Vision Plan VSP-A 12/12/24 with an HSA, and in ODS Dental Plan 2.

The County will contribute for each regular full time and probationary full time employees covered by this agreement toward the cost of premiums ninety percent (90%) of the full premium for the plan tier elected by the employee, and the employee shall pay the other ten percent (10%). The County will contribute pro rata toward such coverage for regular part time employees whose regular hours of work exceed twenty (20) hours per week and who are eligible to participate in the HDHP plan.

The HSA contribution provided to employees shall be \$1,100 per year for Employee-Only coverage and \$2,200 per year for Employee + one or more dependents.

For 2024, 2025, 2026, and 2027, the County will make HSA contributions for the entire year during January of each year, based on the employee's tier of coverage.

The HRA-VEBA contribution provided to eligible employees shall be \$250 per year for employee only coverage and \$500 per year for employee + one or more dependents. For 2024, 2025, 2026, and 2027, the County will make the HRA-VEBA contribution for the entire calendar year on the first payroll in January of each year based on the employee's tier of coverage.

The County's contribution for the total cost of health insurance excluding the HSA or HRA-VEBA contribution(s) shall be capped at the amounts set forth in the County's 2023 Benefits Cost Share sheet for HDHP-4, which amounts shall be increased annually at insurance plan renewal up to fifteen (15%) over the prior year cap during the term of this Agreement. If the County favorably adjusts insurance caps for one employee group in any benefit year during the term of this Agreement, or if the County grants another employee group a greater HSA or HRA-VEBA contribution without a corresponding and offsetting total compensation reduction in a separate compensation cost element, then the County shall adjust the insurance caps established by this Agreement to match the favorably adjusted increased cap accordingly (e.g., taking into account any offsetting County cost reduction applicable to the group which received the favorable adjustment).

10.2 – Maintenance and Redesign: The County agrees to provide medical and dental insurance coverage for employees and their dependents that is equal on whole to that in effect in January 2023, unless the carrier in its sole discretion changes the plan benefits during the term of the collective bargaining or the carrier withdraws the plan from service to the County. If either of those two events occurs, the County shall provide notice to the Association of the changes. The Association may issue a demand to bargain within 14 days of receipt of notice from the County and the parties shall engage in expedited bargaining pursuant to ORS 243.698.

10.3 - Life Insurance. The County agrees to provide each full-time and part-time regular and probationary employee covered by this Agreement with term life insurance in the amount of \$30,000 in addition to statutory requirements (currently at \$10,000) for a total of not less than \$40,000. Employees may apply and if approved by the carrier purchase additional 'voluntary' life insurance through the County provided however that the employee should pay 100% of the premium of such additional life insurance.

10.4 - Unemployment Insurance. The County shall cover employees with unemployment insurance in accordance with the Oregon Revised Statutes during the term of this Agreement.

10.5 - Salary Continuation Insurance. The County agrees to provide each full-time regular, part-time regular and probationary employee with the salary continuation insurance plan offered by the Assurant or one that is substantially similar to the current plan.

10.6 - Liability Insurance. The County agrees to adequately insure all employees in the bargaining unit to the extent of statutory limits of liability and authority, for personal injury or property damage resulting from the performance of an employee, including the use or operation of vehicles or equipment of the County, while engaged in the regular course of assigned duties.

10.7 - Health and Safety. Federal and state safety regulations and safe work practices shall be strictly observed by the County, the Sheriff, the Association, and all employees at all times, including emergency situations. Employees shall use all protective equipment required, shall perform their work in a safe manner, and shall comply with all safety rules of the County. The Employer shall make every effort to assign employees on limited or light duties to those duties appropriate for them.

10.8 – Workers' Compensation and Paid Leave Oregon (PLO) Supplemental Benefits. All members of the Association will be provided full coverage as required by the Oregon Workers' Compensation Act and PLO. The employee may elect to supplement the amount of Workers' Compensation and PLO benefits received by an amount which, coupled with Workers' Compensation or PLO payments, will ensure the qualifying employee the equivalent of one hundred percent (100%) of the employee's monthly net take home pay (as calculated in accordance with Workers' Compensation and PLO regulations).

- A. Supplemental benefits shall only be payable for those days an employee is receiving time loss benefits pursuant to Oregon Workers' Compensation Law or PLO payments. Supplemental benefits including the initial three (3) day Workers' Compensation wait period will be chargeable to sick leave and once exhausted may be chargeable to other forms of paid time off (vacation, compensatory time, personal holiday) until such leave balances are exhausted.
- B. If a Workers' Compensation or PLO claim is denied, the employee's absence from

work due to illness or injury shall, to the extent not compensated as Workers' Compensation time loss or PLO, be subject to the provisions of Article 8, Sick Leave.

- C. The County shall continue to provide medical and dental benefits for an employee with a Workers' Compensation compensable claim and the employee's dependent(s) from the first day of occupational disability, subject to the limitations of Article 10, Health, Welfare and Safety, if any, for a period of one (1) year or such longer period as may be required by law.
- D. The County shall continue to provide medical and dental benefits for an employee and dependent(s) with a PLO claim from the first day of PLO leave until the PLO leave period is exhausted or such period as required by law.
- E. If a Workers' Compensation or PLO claim which has been denied is later held compensable upon appeal, any compensation disbursed for paid leave taken in lieu of compensable time loss shall be reimbursed by the employee to the County and the employee's sick leave account shall be credited with an equivalent number of days.
- F. If an employee's Workers' Compensation or PLO claim is under appeal, and the employee is no longer entitled to medical/dental coverage under Article 10, Health, Welfare, and Safety, the employee will be entitled to continued coverage under federal COBRA law. The duration of such coverage will be for six (6) months or the legally mandated period, whichever is greater, provided the employee continues to be eligible and pays the premiums as required.
- G. If a denied claim is later held compensable upon appeal, the employee will be entitled to:
  - a. Reimbursement of any premiums paid to the County for medical/dental benefits, and
  - b. Any supplemental benefits not paid in accordance with Section 10.8(A) of this Article.
- H. The County shall continue to make retirement contributions, based upon the appropriate percentage of the gross dollar amount of County supplemental benefits paid, throughout the period that the employee receives such benefits.
- I. An employee on Workers' Compensation time loss or PLO, even if receiving County supplemental benefits, shall not accrue paid leave time including vacation, compensatory, sick or holiday, unless the employee through the use of supplemental benefits exceeds on average over 20 hours per week of County paid time.

## **ARTICLE 11 – COMPENSATION**

### **11.1 - Wages.**

A. Effective each July 1 for the life of this Agreement, employee wages shall be adjusted by not less than two and one-half percent (2.5%) and no more than four and one-half percent (4.5%) based upon the change in the West Region CPI-U for the period of May to May (twelve-month average).

B. New Positions. When any new position is established, the County shall designate a job classification and wage structure for the position. In the event the Association

does not agree that the classification and the wage structure is proper, the Association shall have the right to submit the issue as a grievance at Step 3.

C. Mileage Allowance. An employee authorized and required by the County or the Sheriff to use the employee's own private automobile for official County or Sheriff's Office business shall be reimbursed at the current IRS rate per mile. Should the County Board of Commissioners unilaterally increase the mileage allowance for any elected official or County employee during the term of this Agreement, such increase shall be considered to amend this contract to increase the mileage allowance provided for in this Section to the same rate.

D. Temporary Work Out of Classification. When an employee is assigned to perform a job function or responsibilities outside the employee's normal classification for a period of more than two consecutive hours, the employee shall be paid at the higher rate, at a minimum of 5% increase for the hours worked.

E. Uniform Maintenance. Two Class B uniforms and one Class A uniform and/or appropriate civilian attire for non-uniformed employees shall be provided for Deputy Sheriffs, and Control Room Technicians of Clatsop County and shall be maintained and/or replaced at the expense of the County. Items of clothing and protective devices provided by the County to any County or Sheriff's Office employee shall not be used by the employee in activities not directly related to the employee's employment. If, upon termination of employment, for any reason the employee fails to turn in uniforms, protective clothing or protective devices, the amount equal to the County's cost to replace this/these item(s) will be reported to the administrative section and a like sum shall be deducted from the employee's final check.

F. Court Time. Any employee called as a witness in judicial or administrative proceedings concerning performance of duty outside of the employee's work hours and not in conjunction with the employee's scheduled hours; i.e., a holdover or an early start of shift, the employee shall be paid at the overtime rate for hours worked or three hours, whichever is greater.

G. Meal Allowance. On the effective date of this Agreement, the current County policy will be in force. Should the County Board of Commissioners unilaterally increase the meal allowance for any elected official or County employee during the term of this Agreement, such increase shall be considered to amend this contract to increase the meal allowance provided for in this Section at the same rate.

H. Lodging Allowance. On the effective date of this Agreement, the current County policy will be in force. Should the County Board of Commissioners unilaterally increase the lodging allowance for any elected official or County employee during the term of this Agreement, such increase shall be considered to amend this contract to increase the lodging allowance provided for in this Section to the same rate.

I. Resident Deputy Allowance. In addition to the established wage rates an employee required by the Sheriff's Office to reside in a specific territory, located within the boundaries of the Clatsop County Rural Law Enforcement District shall receive a monthly allowance of four hundred (\$400) for each full month of residency within the District or a prorated portion thereof for any specific month in which the employee works more than fifteen (15) days in that month.

J. On-Call Pay. No employee shall be considered to be "on-call" unless specifically designated by the Sheriff or a supervisor in advance to remain on call and subject to call out at a designated location. In the event of such requirements are imposed, such on-call shall be paid hour for hour at the overtime rate. Being furnished a pager or cell phone is not on-call and is not compensable time.

K. Pay. The salaries and wages shall be paid monthly with an optional mid-month draw. The monthly payment shall be on the last working day on or before the fifth of the month following the month worked. The mid-month for draw shall be made on the twentieth (20<sup>th</sup>) of the month or on the last working day prior to the 20<sup>th</sup>.

L. PERS Retirement. The County will pay the employer contribution to PERS in accordance with the rules and regulations of the PERS Board. The County shall continue to assume, pick up and pay the six percent (6%) employee contribution to the PERS Fund for the employee members participating in the PERS Fund.

#### 11.2 - Employees' Wage Plan.

A. Classification. All bargaining unit positions within the Sheriff's Office bargaining unit shall have a job "class title" and corresponding range. Bargaining unit classifications are listed in the RU Schedule and by this reference incorporated herein as though fully set forth.

B. Pay Schedule. Each position has a "range" and each range has seven steps. These steps are designated as Steps 1 through 7, respectively. The ranges and corresponding pay for each step are set forth in the RU Schedule.

C. Operation of Wage Plan: All new employees shall start at Step 1 of the range designated for the job class title for which employed. However, new employees may be placed at a higher step of the wage schedule at the County's discretion subject to credentials and experience. Progression to each higher step shall be automatically granted on the basis of longevity unless the employee's Division Head or supervisor shall deny the advancement with justification specified in written form. The employee shall be given a copy of the denial. The employee or employee representative may appeal such decision in writing to a Review Committee consisting of the Association representative, County representative and a third party mutually agreed upon by the two. Notice of such appeal shall be sent to the Sheriff and Association representative within ten (10) working days of the denial of the step increase. The County representative, Association representative and a third party of their choosing shall meet within fifteen (15) working days to resolve the issue. Their decision shall be reduced to writing and shall be placed in the employee's personnel file. Such decision of the Review Committee shall be final and binding upon all parties.

D. Advancement. Employees may advance beyond Step 7 only by being promoted to a new position of higher "range." No employee shall be moved or reclassified to a new range and job title unless the employee's job is substantially changed in terms of type of work rather than quantity of work. Upon being placed in a new position an employee shall start at Step 1. Provided, however, if said Step 1 is less than the preceding pay of the employee, the employee shall start at a step which is a minimum of five percent (5%) greater than his prior rate of pay. The employee shall advance from step to step annually from the date of reclassification or advancement in accordance with the longevity requirement of each step. Measurement of longevity shall commence with assumption of a specific position.

E. Job Classification Review. An employee may make a written request for Job Classification Review to their Division Head or the Sheriff or his designee. If no action is taken on an employee's request for reclassification within six (6) weeks after receipt of the completed job description documents, then such request shall be submitted directly to the County Human Resources Director. The Human Resources Director shall review the merits of the request normally within forty-five (45) working days of receiving the request and may conduct a classification audit. When a review cannot be completed, the Human Resources Director shall notify the Association and the employee of the revised date of completion. The employee shall be notified in writing of the decision.

11.3 - DPSST Differential. An adjustment to the employee's base pay (the appropriate range and step rate for an uncertified employee) will be made for DPSST certification attained by the employee as follows:

- |    |              |       |
|----|--------------|-------|
| A. | Intermediate | \$200 |
| B. | Advanced     | \$400 |

These amounts are not cumulative.

11.4 - Senior Deputy. An employee currently classified as a Sheriff's Deputy shall be classified as a Senior Deputy (Level 1 or Level 2) after meeting the criteria set out in Addendum B.

Employees meeting the criteria for a Senior Deputy Level 1 shall be paid as set out on the RU Schedule. Employees meeting the criteria for a Senior Deputy Level 2 shall be paid as set out in the RU Schedule.

A transfer from one division/discipline within CCLEA will not result in a reduction in current pay or change to range and step. However, the deputy will not be authorized the title "Senior Deputy" or be allowed to wear the "Senior Deputy" tab until they have met the requirements of Addendum B in the division/discipline they currently serve in.

11.5 - Special Duty Pay. Deputy Sheriffs assigned to Detective, Field Training Officer while training regular full-time deputies or reserve deputies, and K-9 Handlers shall receive a five percent (5%) premium computed based on the employee's base wage. Canine Handler and canine training activities shall be conducted on-duty. Canine Handlers accept and may resign from the position voluntarily. Acceptance of the assignment is based upon willingness to care for the animal off-duty as a family pet. Employees who serve as Canine Handlers shall receive a pay differential of five percent (5%) of their base salary while serving in that capacity, and shall not receive additional overtime wages for off-duty care of the animal as a family pet. The parties intend to compensate for the off-duty care, feeding and grooming at the overtime rate computed based upon the FLSA or Oregon minimum wage (whichever is greater). The five percent (5%) differential compensates for approximately 45 minutes per day. The parties agree that not more than 45 minutes per day is required for off-duty care of the animal. This agreement is based in part upon the Letter Ruling of September 25, 1985, of the Deputy Administrator, Wage and Hour Division, United States Department of Labor. The parties agree that commuting to work with the dog does not constitute "hours of work" solely because the dog is in the vehicle. Canine handlers shall not be entitled to a call back premium when duty concerns emergency care of their animal. Such time shall be treated as overtime if it substantially exceeds the overtime compensation otherwise provided in this section.

11.6 - Deputy Sheriff Equipment Replacement. The County shall provide or replace duty-used equipment up to a maximum of \$300 per year as approved by the Division Head or Sheriff.

11.7 – MDI On Call Pay. Appointed Deputy Sheriff MDIs will receive 2.5 hours overtime for every 12-hour MDI on-call period, i.e., 10 hours overtime for a 48-hour on-call period, minimum on-call period is 12 hours. The overtime rate of pay for each member will be the same rate established for that member in Articles 11 and 12. Article 11.1(J) does not apply to MDI on-call periods. If called out and the actual hours worked exceed the on-call overtime period of compensation, i.e., 10 hours on call for 48-hour period, the member will receive overtime for all excess hours per Article 12. The County recognizes that the position requires routine training to maintain MDI certification and, if operations permit, members have standing approval to participate in the trainings and receive appropriate compensation for those hours worked.

## **ARTICLE 12 - OVERTIME**

12.1 - Overtime. Whenever the Sheriff deems it necessary due to an emergency or for purposes of efficiency, economy or otherwise, employees may be required to work overtime on any day, at any hour, or for so long a period of time as the Sheriff may direct. Such overtime shall be offered first to employees in order of seniority and, if no volunteers exist, mandatory overtime shall be assigned in reverse seniority order until all other employees have performed mandatory overtime. Employees shall have one (1) pass from mandatory overtime they may exercise to be passed over on the seniority list from a mandatory assignment. Passes shall be issued January 1 of each year and renew on that date each year. The Sheriff shall have authority to skip a member for mandatory overtime (without counting the skip as performance of mandatory overtime) if, in the discretion of the Sheriff, the member has sufficient extenuating circumstances to warrant a skip. Voluntary overtime in an amount of four (4) hours or more within the preceding seven (7) calendar days shall count as performing mandatory overtime for purposes of the reverse seniority list. Deputies in detective assignments shall not be eligible for mandatory overtime unless they volunteer to work it except for that mandatory overtime occurring within their detective assignments.

A regular and probationary employee shall be compensated at the rate of time and one-half for time worked at the employee's regular position in excess of the number of hours in the workday or workweek regularly scheduled for that position, but in no event shall such compensation be paid twice for the same hours.

The overtime rate shall apply to all hours worked in excess of a full-time employee's regular scheduled shift.

12.2 - Form of Compensation. Compensation for authorized overtime shall be paid as mutually agreed by the employee and Sheriff or designee. Compensatory time off shall be scheduled by agreement between the supervisor and the employee involved as soon as is mutually convenient following the date on which the authorized overtime work giving rise to the compensatory time is accrued. Employees shall have the option to accumulate up to a maximum of forty (40) hours of compensatory time. Once the compensatory time cap of forty (40) hours is reached, subsequent overtime shall be paid as wages and shall be included in the employees' next regular paycheck.

Compensatory time balances shall be paid off under any of the following circumstances:

- A. End of fiscal year;
- B. Upon termination.

12.3 - Scheduling Overtime. Overtime opportunities in conjunction with a current shift shall be offered by seniority to members on duty or scheduled to work the oncoming shift. If this procedure violates minimum staffing levels, then the supervisor may call by seniority off-duty members to fill the overtime opportunity. Overtime opportunities shall be offered to all members who are eligible and qualified to perform the assignment first by offering to those within a particular classification prior to extending the opportunity to those outside the classification (e.g., overtime in the control room would first be offered to control room technicians prior to offering to corrections deputy). For purposes of this Article, classifications include: Correction Deputy Sheriff, Enforcement Deputy Sheriff, and Control Room Technician.

Overtime opportunities not in conjunction with a current shift but less than 96 hours in advance shall be offered by seniority. Means of communicating the need is by phone only. If no answer to the phone call, the supervisor will move on to the next senior member.

Overtime opportunities known more than 96 hours in advance shall be offered to employees based on seniority. Notice of the overtime opportunity shall be posted via work email and the bulletin board. The most senior deputy who signs up for the overtime opportunity 96 hours prior to the overtime shift shall work the overtime opportunity.

12.4 - Transports. All prisoner transports listed below between corrections facilities are considered high risk and require a minimum of two (2) deputies:

- Low maximum or High maximum classification
- Transport is conducted by airplane
- Ground transport over six (6) hours with an in-custody inmate

## **ARTICLE 13 - SENIORITY**

13.1 - Definitions. Seniority shall be defined as total length of unbroken employment within the bargaining unit. Seniority shall be applied in any layoff and recall situation by classification, and for this purpose the parties shall recognize only three (3) classifications: Enforcement Deputy, Corrections Deputy, and Control Room Technician. In the event of layoff, any senior employee may inform the Human Resources Director of a desire to accept lay off, and to receive a notice of layoff.

13.2 - Probationary Employees. Probationary employees shall not receive credit towards completion of their probationary period for days on which they are laid off or on unpaid leave. Probationary employees may be laid off or terminated without cause. Probationary employees who complete their probationary period shall acquire seniority as of their date of hire and their names shall be added to the seniority list.

13.3 - Employment Outside the Bargaining Unit. When an employee accepts a position with the County outside of the bargaining unit and returns to bargaining unit employment within one year, that person shall be granted all prior bargaining unit seniority earned while a member of the bargaining unit.

13.4 - Loss of Seniority. Seniority shall be lost for the following reasons:

- A. If the employee quits.
- B. If the employee is discharged and any resulting grievance or litigation arising from that discharge has been exhausted.
- C. If the employee retires.
- D. If the employee is laid off because of a reduction in force or lack of work for a period in excess of 24 months.
- E. If the employee fails to respond within three (3) working days after receipt of notice of recall from layoff. Such notice shall be sent by certified mail, return receipt requested and marked "deliver to addressee only" to the employee's last known address. The employee has the obligation to keep address and phone number current with the County Personnel Manager's office.

13.5 - Filling of Job Openings. Whenever a position vacancy is to be filled, notice of such opening shall be posted on the bulletin boards in the Correction Facility and the Criminal Division for a period of at least one week to provide applicants an opportunity to apply for the job. Consideration in filling job openings will be given to applicants within the bargaining unit who possess the knowledge, skill and ability to perform the job. The County or the Sheriff may fill the vacancy from outside the bargaining unit as deemed appropriate, if the outside applicant is deemed more qualified.

Consideration shall be given to all prior job performance and experience of the candidates, applicable examination results and other relevant criteria which determines relative qualifications, aptitude and ability to perform the work.

13.6 - Probationary Periods. All employees selected to fill a job opening shall serve an appropriate probationary period of eighteen (18) months in the new position, except that (1) New employees who are DPSST certified in the same discipline shall serve a probation period of twelve (12) months; and (2) employees who transfer from one discipline (i.e.: corrections, patrol or probation) to another, shall serve an eighteen (18)-month probation. Transferred employees who are unsuccessful may return to the former position. Upon return to the former position, the employee shall have any lost seniority restored.

13.7 - Layoff and Recall. In the event of a layoff, the County will identify position(s) for elimination within a classification, and then lay off the employee(s) with least seniority. However, any more senior employee may inform the Human Resources Director of a desire to accept layoff and to receive a notice of layoff.

Except for financial circumstances beyond the control of the County or Sheriff, the County shall give two weeks' notice of layoff to the affected employee. In the event bargaining unit seniority is equal, then seniority with the County shall be determinative.

In the event that the County determines that layoffs definitely will occur as a result of budget decisions, the County will notify the Association prior to issuing layoff notices, and the parties will explore cost saving alternatives in order to avert layoffs.

13.8 - Recall of Laid-off Employees Because of Reduction in Force. Employees laid off because of reduction in work force shall be placed on a recall list for a period of 24 months. Employees on the recall list shall be recalled in the inverse order of their layoff to vacancies.

in the employee's job classification, or to vacancies in lower classifications within the bargaining unit for which the employee is qualified without further certification or academy attendance beyond a two week Career Officer Development course. The employee shall be given ten (10) working days' notice of recall by certified mail with a copy forwarded to the Association. The employee must notify the County of the employee's intention to return to work within three (3) working days after receiving notice of recall but in no event will recall rights survive beyond ten (10) working days after mailing of the notice of recall to the address reflected in the employee's personnel record. Should the employee decline to accept recall or not respond, then the employee shall be considered to have terminated employment with the County or the Sheriff's Office.

If an employee accepts a position that is not equal in range and classification to that which the employee held prior to layoff, the employee shall continue to retain recall rights as provided in this Section.

13.9 – Seniority for Shift Bid and Priority Vacation. For shift bid and priority vacation, shift bid shall be determined by the employee's total length of service in the current classification.

## **ARTICLE 14 - DISCIPLINE AND DISCHARGE**

14.1 - Punitive Discipline. Punitive actions include:

- A. Written reprimand;
- B. Punitive Transfers;
- C. Suspension without pay;
- D. Temporary reduction in rate of pay;
- E. Demotion;
- F. Dismissal.

Verbal warnings (for non-serious first-time offenses that are documented in writing) and training or counseling memoranda provide forewarning and may be documented in a supervisor's notebook or file, and as such shall not be considered a written reprimand, nor documented in an employee's personnel file. If the County has reason to reprimand an employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public.

Copies of letters imposing discipline shall be forwarded to the employee and the Association President when placed in an employee's personnel file. The employee or Association representative shall be allowed an opportunity to write a rebuttal concerning a written reprimand, which shall be entered in the personnel file.

14.2 - Just Cause. No employee shall be disciplined except for just cause as defined by ORS 236.350(2).

14.3 - Due Process Procedures.

A. Written Reprimands and Administrative Suspensions With Pay. Due process is not a factor when considering actions except economic discipline.

Suspension with pay may be taken administratively and not as discipline whenever the circumstances warrant, for example, when a member is involved in a traumatic incident, or is suspected of misconduct, which warrants discharge or relief from duty. Under such circumstances, a member may be suspended with pay for the member's welfare, or until sufficient facts have been obtained in order to provide written notice and schedule an informal meeting between the person who has authority to investigate further or impose discipline. After the meeting and depending upon the outcome, it may be appropriate to change the suspension to one without pay if the facts warrant such action, or to restore the member to duty status.

B. Suspension Without Pay, Temporary Reduction in Rate of Pay, Demotion and Dismissal. A supervisor intending to take disciplinary action involving loss of pay, demotion or dismissal will, prior to taking such action:

1. Notify the employee and the Association representative in writing of the nature of the charges, which will include a copy of the complaint against the employee and which will identify the directives, policies, procedures, work rules, regulations, or other order of the County which appear to have been violated and a copy of the entire investigation including all materials reviewed by the County.
2. State the range of discipline that is being considered; and
3. Afford the accused employee an informal opportunity to respond to the charges orally or in writing, normally within five (5) days from receiving such written notice.

The opportunity to respond may occur at a meeting conducted and presided over by the supervisor with authority to impose or recommend the proposed disciplinary action. The meeting shall be informal and sufficient to assure the employee full opportunity to be heard, refute the charges, and have the employee's position considered prior to the imposition of discipline. Discipline action shall be based on just cause.

The meeting shall be audio recorded by the County or a written record made of the proceedings with a copy supplied to the Association.

The employee shall have the right to answer the charges in writing and orally. The employee shall be entitled to Association representation at all meetings when discipline under Article 14.1 is imposed.

The Division Head, Sheriff or supervisor will issue a written decision imposing discipline, exonerating the employee or taking any other action deemed appropriate.

Provided however that the foregoing preliminary due process procedure need not be followed if it would be impractical to provide such pre-deprivation process, a substantial governmental interest justifies prompt action, and post-deprivation process satisfies constitutional requirements (as is the case with grievance arbitration, for example), and substantial assurance exists the deprivation of pay for the duration of the suspension without pay is not baseless or unwarranted.

14.4 - Complaints of Criminal Activity. Complaints against employees, which allege criminal violation(s), may be grounds for investigation or bringing criminal charges. Criminal proceedings are unrelated to discipline and will not serve to prevent the internal disciplinary

process from dealing with the same matter.

Employees shall be entitled to Association representation at any meeting where the employee has a reasonable belief that the discussion may lead to disciplinary action.

14.5 - Appeal of Disciplinary Action. Employees who have completed their initial probationary period shall have the right to appeal disciplinary action through Article 15, Settlement of Disputes. Disputes involving discipline imposed by the Sheriff shall begin at Step 2 – Sheriff. However, no employee or Association grievance concerning a written reprimand may be processed to the County Manager or to arbitration.

14.6 - Sheriff Policy and Procedures Related to Discipline. Discipline investigations shall be conducted in accordance with current CCSO Policy, and as hereafter amended periodically with the understanding that discipline constitutes a mandatory subject of bargaining, and changes affecting mandatory aspects of the policy will not become effective until bargaining obligations have been met under the PECBA, or the Association has been provided notice of such changes and accepted the changes without a request to bargain.

## **ARTICLE 15 - SETTLEMENT OF DISPUTES**

15.1 - Grievance and Arbitration Procedure. To promote better Employer-Employee relationships, both parties pledge their immediate cooperation to settle any grievance or complaint that might arise out of the application, meaning, interpretation, or omission of this Agreement. In cases of discharge and/or suspension arising under Article 14, the employee shall have the right to initiate a grievance under Step 1 (in cases of suspension) or 2 (in cases of discharge) of this Article.

Informal Procedure. The Grievant should take up the grievance or dispute with their Supervisor before proceeding to Step 1 of the Formal Grievance Procedure.

Step 1 - Division Head. If a matter subject to grievance is not resolved by the supervisor informally, a written grievance shall be submitted and shall include the nature of the grievance and requested action, the facts, the articles and terms of the contract violated and requested remedy. The grievance form shall be presented to the Division Head of the employee within fourteen (14) calendar days from the date the employee knew or should have known of the contract violation. The Division Head shall respond to the grievance in writing within fourteen (14) days.

Step 2 - Sheriff. If the matter is not resolved by the Division Head, it shall be presented to the Sheriff within fourteen (14) days of the expiration of the fourteen (14) day period for settlement by the Division Head. The Sheriff or his designee shall attempt to resolve such grievance and shall respond with a written decision within fourteen (14) days.

Step 3 - County Manager. Should the aggrieved employee and the Sheriff fail to effect a settlement the grievance shall be taken up with the County Manager or designee within fourteen (14) days from the expiration of the fourteen (14) day period for settlement with the Sheriff. The County Manager shall attempt to resolve such grievance and shall respond with a written decision within twenty (20) days of submission to him/her.

Step 4 - Arbitration. Should the aggrieved employee or the Association

representative not be satisfied with the determination the Association shall have the right to submit the matter to binding arbitration within twenty-one (21) days from the expiration of the twenty (20) working day period for settlement by the County Manager. If parties are unable to agree upon an arbitrator, the Oregon State Mediation and Conciliation Service shall be requested to submit a list of seven (7) Oregon and Washington arbitrators. Both the County and the Association shall have the right to strike three (3) names from the list. The parties shall flip a coin to determine which party shall strike the first name and the other party shall subsequently strike one name. The process shall be repeated and the remaining person shall be the arbitrator. Notwithstanding the above, for disciplinary grievances involving DPSST certified employees, arbitration selection shall be in accordance with ORS 243.808. The designated arbitrator shall hear both parties and take testimony and evidence in a hearing on the disputed matter and shall issue a decision which shall be final and binding on the parties if within the scope of this Agreement. The arbitrator shall have no authority to add to, subtract from, alter, or modify any terms of this Agreement. For disciplinary grievances involving DPSST certified employees, the arbitrator's decision must be in accordance with ORS 243.808. Expenses for the Arbitrator's services in the proceedings shall be borne equally by the County and the Association. However, each party shall be responsible for any other expenses incurred by them.

**15.2 - Time Periods.** The terms "day", "days" and "working days" as used in this Article refer to calendar days. The time period specified in this Article may be extended or modified by mutual consent. Any modification of time limits must be in writing. If the County fails to meet or answer any grievance timely, the grievance may be advanced to the next step by the Association. Failure by the employee or the Association to submit a grievance timely shall without a waiver, constitute abandonment of the grievance.

**15.3 - Grievance Meetings.** The Sheriff and/or the County Manager or their designee(s) shall meet at mutually convenient times with representatives of the Association to adjust pending grievances, address issues concerning the administration of this labor contract, and to discuss avoidance of future grievances. In addition, Association officers may discuss with the County or the Sheriff other issues which would improve relations between the parties. Prior notice of topics of discussion at such meetings shall be furnished by each party to the other.

**15.4 - Contract Violations.** In the event there is a continuing grievable issue which an employee does not wish to grieve personally, the Association may take up the issue, but not on behalf of the employee. The Association shall have 30 calendar days from the knowledge of or reasonable knowledge of the occurrence for initiating a grievance under this Section. The Association may take up such grievance at Step 3.

## **ARTICLE 16 - EDUCATION AND TRAINING**

**16.1 - Conferences, Seminars, and Educational Programs.** Employees will be granted time away from their work at their regular rate of pay when directed by the Sheriff or supervisor to attend conferences, seminars, or educational programs which are intended to improve and upgrade the employee's skill or professional ability. All such educational leaves must be approved by the Sheriff or supervisor. Travel time/training time outside normal working hours of an employee will be considered as being on County or Sheriff's business for liability and Workers' Compensation purposes regardless of whether the time is compensable under this contract or as required by law. Training and travel time shall be deemed hours worked and paid in accordance with the travel time rules of the FLSA. The County will not provide

any automobile insurance for employees using their personal vehicles for County/Sheriff's Office purposes. The County/Sheriff's Office will make a reasonable attempt to assign a vehicle when travel to a conference, seminar, or educational program within Oregon is required.

Whenever a conference, seminar, or educational program, except for the DPSST basic academy course, is broken by a weekend and is being held within a four-hour travel radius of Warrenton via automobile, travel expenses shall be provided to the employee for return home and back during the weekend break.

An employee may request time off duty, a leave of absence without pay, vacation, or the ability to attend a training opportunity on a voluntary basis, and the Sheriff may authorize voluntary attendance at a training opportunity without loss of pay, and with partial or full reimbursements in any category of expenses associated with the employee's attendance at a particular training which is voluntarily requested and granted on the basis of the Sheriff's authorizations.

**16.2 - Time of Training Periods.** Training programs may be conducted either during or after regular working hours or both. If attendance is mandatory, (training, staff meetings or qualification, for example), and such training is on a scheduled day off or during off duty hours, employees shall be compensated for their attendance at the rate of one and one-half (1-1/2) times the regular hourly rate of pay.

Voluntary attendance by employees at training sessions sponsored or conducted by an employer or entity other than Clatsop County, or training sponsored by the County for the benefit of the local law enforcement community which correspond to courses offered by DPSST shall not be compensated unless arrangements for attendance and for compensation of such training are made and approved prior to the training.

Expenses for educational programs to include college and/or electronic/ correspondence work and tuition, books, manuals, tapes, or other training aids shall be paid by the County if the training is mandatory or when prior arrangements have been made and approved if the training is voluntary; provided, however that the employee shall be solely responsible for such expenses if s/he fails to attain a grade of C or better or a grade of pass where the course is graded as pass/fail.

## **ARTICLE 17 - GENERAL PROVISIONS**

**17.1 - Gender.** All reference to employees in this Agreement shall designate both sexes, and whenever the male gender is used, it shall be construed to include both male and female employees and vice-versa.

**17.2 - Work Rules.** It is jointly recognized that the County, acting by and through the County Manager and Division Heads and the Sheriff, must and does retain broad authority to fulfill and implement its 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 Oregon law will be paramount.

All work rules which have been or shall hereafter be reduced to writing shall be disclosed to the Association fourteen (14) days or more prior to the implementation date. The Association shall notify the County and the Sheriff if the Association considers the rule inconsistent with

the collective bargaining agreement or objectionable and an unfair labor practice if implemented unilaterally. The Association may demand to bargain in accordance with the PECBA as the Association deems appropriate. If the parties disagree as to whether a change is within the scope of bargaining, the parties nevertheless shall meet and confer in a good faith effort to reach agreement concerning policy terms before the Association files an ULP charge before the ERB. Work rules will not be arbitrary, capricious or discriminatory.

**17.3 - Personnel Files.** An employee has the right to inspect the contents of the employee's personnel file upon request to the Personnel Department, excluding the confidential reports from previous employers or records of an employee relating to the conviction, arrest, or investigation of conduct constituting a violation of the criminal laws of the State of Oregon, or another state of the United States. Negative or derogatory material shall not be placed in an employee's file unless the employee has had a reasonable opportunity to review the material. Employees will be required to sign such material to indicate that they have reviewed it; provided however that an employee's signature shall not be construed as an acknowledgment that the facts or circumstances described are accurate or that the opinions expressed have merit. If the employee refuses to sign such material, it may be placed in the employee's personnel file with a notation that the employee refused to sign for such material after being given an opportunity to do so. Employees may include in their personnel file any relevant materials including, but not limited to, letters of favorable comment, certificates, licenses, and academic credits. Employees may protest, or comment upon, in writing, any materials placed in their personnel file. Such comment/protest shall also be placed in the personnel file.

**17.4 - Visits by Association Representatives.** A current list of Association officers shall be provided to the Sheriff and to the Human Resources Director periodically. Accredited representatives of the Association will be granted reasonable access to County or Sheriff's Office facilities and employees for purposes of investigation of grievances and official Association business, provided such visitation does not interfere with the operations of the Sheriff's Office. Meetings and attendance at grievance meetings and discipline or other Association/County meetings related to labor contract matters shall be without loss of pay if on duty.

**17.5 - Bulletin Boards.** The Association will be allowed to use a designated bulletin board located in the Courthouse and Sheriff's Office, to post notices regarding Association business. The Association shall limit its posting of notices and bulletins to such bulletin boards. The County and the Sheriff reserve the right to restrict the use of such space if it becomes a serious detraction from Association-management relations. Should the County or the Sheriff remove any material from the bulletin board, it shall be immediately sent to the Association President.

**17.6 - Contract Negotiations.** The negotiating team for the Association, to be comprised of the six member E-Board, shall be permitted to attend negotiating meetings relative to securing contract renewal to the extent such meetings are scheduled during duty hours of the members attending. Bargaining during scheduled bargaining sessions shall be considered time worked and will be paid accordingly.

**17.7 - Non-Discrimination.**

A. The County and the Sheriff, and the Association agree that each will not discriminate against any employee because of that employee's race, religion, color, national origin, sex, age, marital status, sexual orientation or disability which is subject to reasonable accommodation. This provision shall not apply if an employment decision is based on a bona

## ADDENDUM A – WAGE SCALE

### RU SCHEDULE

CLASS AND SALARY RATE TABLE EFFECTIVE JULY 1 2023

Revised Title	Range	Union	Hours/Week	OT Eligible	MINIMUM							MAXIMUM	HOURLY RATE	
					1	2	3	4	5	6	7	STEP 1	TOP STEP	
Control Room Technician	RU08	DS	40	Y	\$ 3,740.47	\$ 3,960.49	\$ 4,180.51	\$ 4,400.55	\$ 4,620.56	\$ 4,840.60	\$ 5,060.63	21.58	29.20	
Deputy Sheriff	RU13	DS	40	Y	\$ 5,056.55	\$ 5,353.99	\$ 5,651.44	\$ 5,948.88	\$ 6,246.32	\$ 6,543.76	\$ 6,841.21	29.17	39.47	
Medicolegal Death Investigator	RU12	DS	40	Y	\$ 4,760.75	\$ 5,040.81	\$ 5,320.85	\$ 5,600.89	\$ 5,880.93	\$ 6,160.99	\$ 6,441.01	27.47	37.16	
Senior Deputy Sheriff I	RU14	DS	40	Y	\$ 5,371.07	\$ 5,687.02	\$ 6,002.95	\$ 6,318.89	\$ 6,634.84	\$ 6,950.79	\$ 7,266.73	30.99	41.92	
Senior Deputy Sheriff II	RU16	DS	40	Y	\$ 6,059.81	\$ 6,416.47	\$ 6,772.94	\$ 7,129.42	\$ 7,485.88	\$ 7,842.36	\$ 8,198.82	34.96	47.30	

## ADDENDUM B

### **SENIOR DEPUTY CRITERIA**

#### **Threshold requirements (Level 1):**

- DPSST Intermediate Certificate (in the career discipline in which the employee is seeking Senior Deputy I status)
- Current Weapon Qualification
- Current Meet or Above Standard Evaluation
- Successful completion of the probationary period
- Plus 10 points acquired through any combination of items under Activity/Achievement below.

#### **Additional Requirements (Level 2):**

- DPSST Advanced Certificate (in the career discipline in which the employee is seeking Senior Deputy II status)
- Current Weapon Qualification
- Current Meet or Above Standard Evaluation
- Successful completion of the probationary period
- Plus 20 points acquired through any combination of items under Activity/Achievement below:

<b>Activity/achievement</b>	<b>Points value</b>
Bachelor's Degree	15
Associates Degree	10
Fluent Language skills (Spanish, Japanese etc.)	5
Military Service	4
Instructor Certification in a Relevant Discipline Subject	4
Trained DRE	4
Emergency Medical Responder	2
Emergency Medical Technician	4
HART Team Member	4
CISM Peer Counselor	4
Dive Team Member	4
Designated Marksman	4
Reserve Coordinator	4
Major Crime Team Member	4
Multi-Disciplinary Child Abuse Team Member	4
Child Fatality Review Board Member	4
Domestic Violence Council Member	4
Drug Court Team Member	4
Canine Handler	4
Dive certified	4
Fire Investigator Team Member	4
Detective	4
K9 Handler	4
Marine Certified	3
SAR Certified	3
Specialized enforcement Skills:	
arson investigator	3
drug/informant handling	3
traffic accident reconstruction	3
computer/technology	3

Community Involvement	1-4
Graduate of Deputies Academy	3
Computer Competency	2
Achievement recognition while at academy	1
OSSA's Specialty courses	2
ARIDE	3
Field Training Officers (FTO'S)	4

**Specialized Corrections Skills:**

Time Keeper	4
Crisis Intervention, Disturbance Management	3
Electronic Restraint Device (ERD) Trained	2
Intoxilyzer Certified	2
Work Crew Supervisor	4
Hearings Officer	3
Transport Deputy	2
Court Security Deputy	2
Risk Assessment Office	3
Commissary	3
State Jail Inspector	3
Flying Armed	4

**General Requirements: Criminal and Corrections**

1. New technologies and methods are continuously being applied to Criminal Justice. To allow for these changes, during the span of this agreement, the County and the Association may agree to add to the menu of achievements and corresponding point values.
2. Employees who have attained a DPSST Advanced Certificate prior to meeting the Senior Deputy Level 1 criteria shall receive three (3) points credit toward the ten (10) points required to meet Level 1 criteria.

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fide occupational qualification. This section shall not be subject to the arbitration provisions contained in Article 15.

B. The County and the Sheriff and the Association agree that each will not discriminate against any employee for either engaging in or restraining from engaging in lawful Association activity. This section shall be subject to the arbitration provisions contained in Article 15.

## **ARTICLE 18 - LEGAL FEE REIMBURSEMENT**

The County agrees to reimburse the Association for the premium payment, not to exceed \$5,000 annually, for the Association's PORAC Legal Defense Plan Part II upon presentation by the Association of receipts for payment of the same.

## ARTICLE 19 - SAVINGS

Should any article, section, or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion hereof directly addressed in the decision upon the issuance of such a decision, the parties agree immediately to negotiate, if possible, a substitute for the invalid article, section, or portion thereof.

## **ARTICLE 20 - DURATION**

**19.1 - Duration** This Agreement shall be effective July 1, 2023, and shall remain in effect through June 30, 2027. This Agreement shall be automatically renewed from year to year after June 30, 2027, unless either party shall notify the other in writing 180 calendar days or more prior to June 30, 2027, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than 150 calendar days prior to June 30, 2027. This Agreement shall remain in full force and effect during the period of negotiations.

## **ARTICLE 21 - SIGN-OFF**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 1<sup>st</sup> day of July, 2023.

FOR CLATSOP COUNTY LAW  
LAW ENFORCEMENT ASSOCIATION

Ryan Humphrey, President

Lynette Shaw, Vice President

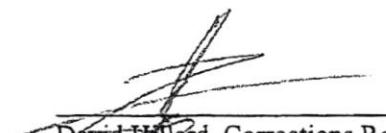
Lance Shepherd, Enforcement Representative

FOR CLATSOP COUNTY

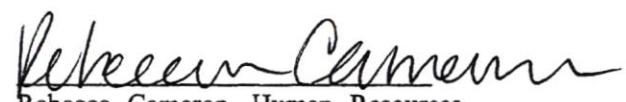
Mark Kujala, Chair

Matthew D Phillips. Sheriff

Don Bohn, Clatsop County Manager



David Hillard, Corrections Representative  
Director

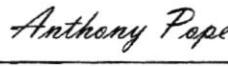


Rebecca Cameron, Human Resources

APPROVED AS TO FORM:



Ryan Lufkin  
Association General Counsel



Anthony Pope  
County Counsel