

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
POLK COUNTY, OREGON  
AND  
POLK COUNTY DEPUTY SHERIFFS' ASSOCIATION

Effective July 1, 2015 through June 30, 2017

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## PREAMBLE

THIS AGREEMENT is entered into by the Board of Commissioners for Polk County, Oregon (hereinafter referred to as the "County"), the Polk County Sheriff (hereinafter referred to as the Sheriff"), and the Polk County Deputy Sheriffs' Association (hereinafter referred to as the "Association").

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other conditions of employment; and as provided in [Article 32](#) - Grievance Procedure, the establishment of an equitable and peaceful procedure for the resolution of disputes. It is understood and agreed that there is a division of responsibility between the County and the Sheriff in the establishment of employment benefits in the administration of the Sheriff's Office for Polk County, as provided by Oregon Revised Statutes (ORS); and that complying with the following Articles, or portions thereof, is the responsibility of the County or the Sheriff in accordance with those statutes.

## ARTICLE 1 – RECOGNITION

The County recognizes the Association as the exclusive bargaining agent for all employees of the Polk County Sheriff's Office in the following designated classifications:

815	Records Technician
871A	Deputy Sheriff (Patrol)
825	Civil Deputy
871B	Deputy Sheriff (Corrections)
835	Dog Control Officer
847	Corrections Technician
816	Property Control Technician
817	Inmate Program Specialist
818	Records Technician/Civil Clerk

Reserves and temporary employees are not included in the bargaining unit.

Temporary Employee. No temporary employee may fill a regularly funded bargaining unit position in excess of six (6) months, except when a temporary employee is hired to replace a regular employee who is on a paid or non-paid leave of absence from the County. In such circumstance, a temporary employee may be employed for the full duration of the leave.

## ARTICLE 2 - DEFINITIONS

- (A) Employee. An individual employed in the bargaining unit covered by this Agreement.
- (B) Bargaining Unit. All persons employed by the County through the Sheriff in those classifications specified above in [Article 1](#).
- (C) Exempt Employee. Supervisory and confidential personnel in the Sheriff's Office.
- (D) Seniority. An employee's length of service with the Sheriff's Office while a member of the bargaining unit without a break in seniority as set forth in [Article 15](#). Ties will be broken by lot as soon as possible following multiple hiring.
- (E) Emergency. Any situation which could not reasonably be foreseen and which jeopardizes the public health, safety and welfare, defined as an unforeseen combination of circumstances or the resulting state that calls for immediate action requiring alteration of scheduled work hours, shifts and/or personnel assignments as determined by the Sheriff.
- (F) Court or Administration Hearings Time. Employees who are required to give testimony in court or in administrative proceedings about events arising out of their employment. Association responsibilities do not fall under this definition.
- (G) Call Back. Calling back an employee to work other than for their scheduled work shift.
- (H) Part-time Employee. Bargaining unit employees who are regularly scheduled to work twenty (20) hours or more per week, but less than full-time.
- (I) Contract Deputy. A deputy assigned to perform law enforcement activities in a designated geographical area of the County and as otherwise directed by the Sheriff.
- (J) Prorating Benefits. Prorated benefits shall be determined by calculating a percentage which equals actual hours worked per month over 173.3 hours per month.
- (K) Field Training Evaluation Program (FTEP) Employee. Is an employee assigned to a program (known as the FTEP Program) for the purpose of receiving extensive field training and evaluation. FTEP assignments shall only occur while the employee is within his/her probationary/trial service period.

- (L) Payout Calculations. All payouts of leave whether in lump sum or as a result of the employee taking the time off will include all incentives and longevity that the employee would have received if the employee was physically at work.

### ARTICLE 3 - INTEGRATED AGREEMENTS

Any written or unwritten commitment, or agreement between the parties or any individual employee covered by this Agreement, is hereby superseded by the terms of this Agreement. The County agrees not to make unilateral changes in mandatory subjects of bargaining except as specifically provided for in this Agreement or as provided for by law.



## ARTICLE 4 - CHECK-OFF

- (A) The County, when so authorized and directed (in writing) by an employee/member of the Association (on the authorization form provided by the County) will deduct regular Association dues from the wages of such employee.
- (B) Any authorization for payroll deductions of dues may be canceled by the employee upon written notice to the County and the Association prior to the fifteenth (15th) day of any month, to be effective on the first (1st) day of the following month.
- (C) The County will not be held liable for check-off errors, but will make proper adjustments with the Association for errors as soon as is practicable.

## ARTICLE 5 - FAIR SHARE

- (A) Any employee who is a member of the bargaining unit and has not joined the Association within thirty (30) days of becoming an employee, or who has joined within such time and then withdraws from membership after such thirty (30) days, shall have deducted from his/her pay by the County a monthly service fee equal to the amount of Association dues, which are utilized for the cost of negotiating and administering the collective bargaining agreement. The Association agrees to abide by all relevant state and federal laws concerning fair share deductions. Such deductions shall be made only if accrued earnings are sufficient to cover the service fee after all other authorized payroll deductions have been made.
- (B) Any individual employee who objects to a payment in lieu of dues (based on bona fide religious tenets or teachings of a church or religious body of which said employee is a member) is required to inform the County and the Association of such objection. The employee will meet with the representative(s) of the Association and establish a mutually satisfactory arrangement for distribution of the contribution of an amount of money equivalent to regular Association membership dues, initiation fees and assessments (if any) to a nonreligious charity or charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof to the County that such has been accomplished, as appropriate.
- (C) The Association will indemnify, defend, and hold the County harmless against any claims made, and against any suit instituted against the County as a result of any action taken pursuant to this Article. Such indemnification shall include, but not be limited to, any court costs, attorney fees, and other expenses incurred by the County.

## ARTICLE 6 - EMPLOYEE RIGHTS

- (A) Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the County or by any employee organization because of the exercise of these rights.
- (B) The County and the Association shall apply equally to all employees the provisions of this Agreement without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, union affiliation, political affiliation, or other protected status in accordance with applicable law.
- (C) If the Association or any employee pursues remedies for unlawful discrimination through federal or state agencies charged with investigating such matters, or through the courts, then the decision of such agencies or courts affecting that issue shall supersede any decisions or settlements reached through the grievance procedure described in this Agreement.
- (D) All references to employees or officers in this contract designate both sexes, and wherever the male gender is used, it shall be construed to include both male and female employees.

## ARTICLE 7 - MANAGEMENT RIGHTS

It is recognized that an area of responsibility must be reserved to the County and the Sheriff if they are to effectively serve the public, except and to the extent expressly abridged by specific provisions of this Agreement. Subject to the County's obligation to negotiate as required by the Public Employee Collective Bargaining Act (PECBA), it is recognized that the responsibilities of management are exclusive functions to be exercised by the County and Sheriff. By way of illustration, but not of limitation, the following are listed as management functions:

- (A) The determination of the services to be rendered to the citizens served by the County;
- (B) The determination of the County's financial budgetary, accounting, and organization policies and procedures;
- (C) The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the County which establish personnel rules and regulations not inconsistent with any other terms of this Agreement, including: the right to adopt, discontinue, revise and apply rules and regulations subject to [Article 12](#) and [Article 39](#) of this Agreement; and
- (D) Management and direction of the workforce, including but not limited to the right to determine the methods, equipment, uniforms, processes, and manner of performing work; the determination of the duties and/or qualifications of job classifications; the right to hire, promote, train, demote, transfer, evaluate performance and retain employees; the right to discipline or discharge regular employees pursuant to [Article 35](#) and probationary employees pursuant to [Article 34](#); the right to determine the need for a reduction or an increase in the workforce and layoff employees for lack of work, lack of funding, etc., provided such layoffs or recalls are made pursuant to [Article 33](#); the right to determine staffing levels, assignments and distribution of work; the right to abolish positions or to reorganize the office or work; the right to schedule employee vacations; and the right to purchase, dispose and assign equipment (including vehicles) or supplies.

Nothing in this agreement shall be interpreted in such a manner as to prevent the County from making reasonable accommodation as may be required under applicable law (i.e., ADA, Title VII, etc.).

## ARTICLE 8 - COUNTY SECURITY

Whereas the Association recognizes the detriment and disservice caused the citizens for which they serve by striking or being involved in job actions, the Association agrees that during the life of this Agreement neither the Association nor its members shall engage in, encourage, initiate, sponsor, support or direct a strike, secondary boycott, "blue flu", work slowdown, work stoppages, work speedup, or in any manner interfere with the smooth operation of any public agency for the purpose of inducing, influencing, or coercing a change in the conditions, compensations, rights, privileges or obligations of employment.

In the event of violation of this section, the Association shall immediately notify and instruct the employees orally and in writing that such action is in violation of this clause of this Agreement and that they are to return to normal service at once.

## ARTICLE 9 - CONTRACT NEGOTIATIONS

The Association's negotiating team may be comprised of as many members as the Association determines is appropriate. However, no more than three (3) employees (one from Records Division, one from Jail Division and one from Patrol Division) may attend negotiation meetings with County representatives without loss of pay. At the time of the initial negotiation session, the Association shall designate a negotiation team which shall consist of no more than five (5) employees. Attendance at a pre-negotiation meeting, negotiating meeting or post-negotiation meeting by no more than three employees shall count as work time when the employees' assignment is adjusted by voluntary shift trades. To qualify under this Article, the pre-negotiation meeting and/or post-negotiation meeting must occur on the same day as a scheduled negotiation meeting. Maximum County liability for any single pre-negotiation meeting or post-negotiation meeting shall not exceed one (1) hour. The County agrees to approve voluntary shift trades between qualified personnel to accommodate the adjustment of negotiating team members' shifts to coincide with bargaining sessions. The Employer shall incur no overtime liability solely because of a shift adjustment under this Article.

## ARTICLE 10 - SPECIAL CONFERENCES

Special conferences for important matters may be arranged between the Association President (or his/her designees), and the County (or its designated representatives) upon mutual agreement of the parties. Such meetings shall be arranged in advance, and an agenda of matters to be discussed at the meeting shall be presented at the time the agreement to confer is made. Association members shall not lose time or pay for time spent in such conferences.

## ARTICLE 11 - GENERAL, SPECIAL AND PERSONNEL ORDERS

The County will furnish the Association with copies of all general or special orders from within the Sheriff's Office pertaining to wages, hours and conditions of employment.



## ARTICLE 12 - MANUAL OF RULES, PROCEDURES AND CONTRACTS

- (B) Sheriffs' Office Policy Manual and Collective Bargaining Agreement. The County agrees to provide on-line access to the Policy Manual and this Agreement.

Upon the written request of the employee, the office will provide a paper copy of either the Policy Manual or Agreement.

- (C) Notification of Changes. The County agrees to provide the Association with prior written notice of the County's intention to make changes in departmental rules, policies or procedures affecting the "employment relations" of bargaining unit employees, as defined in PECBA. If the Association does not respond in writing within fourteen (14) days of receipt of such written notice, the County may assume that the Association has no objection to the proposal and implementation as being contrary to its rights as set forth in the Agreement or PECBA.

## ARTICLE 13 - BULLETIN BOARDS AND ASSOCIATION ACTIVITY

- (A) The County agrees to furnish and maintain two (2) suitable bulletin boards (one located in the Sheriff's Office and one in the jail) to be used by the Association. The Association shall limit its posting of notices and bulletins to such bulletin boards. Such postings shall not include items of a political nature as contemplated under ORS 260.423, nor shall they include items which are demeaning to members of a particular sex, race, religion or ethnic background. For the purposes of this Article, "political nature" shall mean any subject matter, political party, or person for which support or solicitation of votes is sought.
- (B) The County agrees to allow the Association to use designated County equipment for the purpose(s) of conducting Association business under the terms of this collective bargaining agreement, including but not limited to, phones, computers, printers, fax machines and copy machines. Association use of designated County equipment must be conducted with prior approval of a supervisor. The Association agrees to reimburse the County for the actual cost of the use of any and all of this type of County equipment.
- (C) The Association agrees to indemnify and hold the County harmless against any and all claims, orders or judgments (administrative or civil) brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this Article.
- (D) The Association will designate in writing its designated representatives (the executive board). These representatives may respond to and discuss complaints and grievances of bargaining unit employees on the premises and time of the County, but only to such extent as does not cause them to neglect or otherwise interfere with the work duties of any County employee. Association representatives shall be granted reasonable time during regularly scheduled working hours without loss of pay and benefits to attend disciplinary interviews, investigate grievances/complaints (with the approval of their immediate supervisor) and to attend joint grievance meetings pursuant to [Article 32](#).
- (E) Bargaining unit members participating in Association activities pursuant to this Article may, upon approval of the County, be allowed to arrange shift changes and/or shift trades if practicable, to minimize the impact of Association activities on County operations.

## ARTICLE 14 - OUTSIDE EMPLOYMENT

Employees wishing to engage in off-duty employment with another employer must obtain written approval from the Sheriff.

## ARTICLE 15 - SENIORITY

- (A) Seniority List. The County will provide the Association with a copy of a seniority list on January 1st of each year, and shall post the list in a conspicuous place available to employees.
- (B) Seniority Loss. An employee shall lose all seniority if any of the following events occur:
1. Voluntary resignation or retirement;
  2. Discharge of a regular employee for just cause or discharge of a probationary employee at will;
  3. Layoff of more than twenty-four (24) month's duration pursuant to [Article 33](#);
  4. Failure to notify the County of intent to return to work pursuant to a recall notice under [Article 33](#) sent by certified mail, return receipt requested, to the last address provided to the County through personnel records within five (5) days of receipt or five (5) days of delivery, whichever is later;
  5. Failure to report for work immediately upon expiration of an authorized leave of absence or, in the case of an absence due to off or on-the-job injury or illness, failure to report for available work within seven (7) days of receipt of notice of a limited or a full medical release to return to work.
- (C) Seniority Reinstatement. Employees who were members of the bargaining unit, and who left the bargaining unit, but remained continuously employed with the Sheriff's Office, upon returning to the bargaining unit, will have their seniority rights restored to the amount they had when they left the bargaining unit. For example, an employee who was in the bargaining unit for five (5) years, and who left the bargaining unit, but remained continuously employed with the Sheriff's Office for another three (3) years, and then returned to the bargaining unit, would have five (5) years of seniority rather than eight (8) years of seniority, and their seniority would begin to accrue again when they returned as a member of the bargaining unit. In addition, if the employee is returned to the bargaining unit due to failure to meet performance standards in the promoted position, the demotion will not be counted against him/her as a step in progressive discipline.
- (D) Seniority Forfeiture. Employees who were members of the bargaining unit, and who left the bargaining unit and employment with the Sheriff's Office, pursuant to [Article 15](#) - Seniority, (B) Seniority Loss, shall forfeit their seniority rights upon returning to the bargaining unit.

- (E) Breaking Ties. Ties in seniority shall be broken by randomly drawing names of the employees printed on paper of equal size, folded, stapled, and mixed in random fashion in a box, hat, or other suitable container. The drawings will be carried out by the Association President and the Sheriff or their designees.
- (F) Shift Bidding and Rotation. For purposes of this Article, the following definitions shall apply:
1. Home Base. The slot to which a bargaining unit member returns at the conclusion of a temporary assignment.
  2. Office Division. The assigned division in which the bargaining unit member primarily works, either Criminal/Legal or Jail.
  3. Rotation Schedule. A period of approximately three (3) consecutive months. There are four (4) rotation quarters within one (1) calendar year including: Quarter 1 – 2<sup>nd</sup> Sunday of January; Quarter 2 - 2<sup>nd</sup> Sunday of April; Quarter 3 – 2<sup>nd</sup> Sunday of July; and Quarter 4 – 2<sup>nd</sup> Sunday of October .
  4. Seniority. Incorporate definition from [Article 2](#) of this collective bargaining agreement.
  5. Work Shift. Either a 5-8 plan; 4-10 plan, or 12 hour plan, pursuant to [Article 17](#) (B) of this collective bargaining agreement.
  6. Shift Bidding. The process by which a bargaining unit member bids to acquire assignment to a shift, utilizing their rank order of seniority.
  7. Slot. The numbered position a bargaining unit member bids and fills within the rotation schedule, including days of work, days off and hours of work.
  8. Temporary Assignment. A limited duration assignment which places the bargaining unit member outside the parameters of this Article.
- (G) Process and Implementation.
1. Shifts shall be rotated, pursuant to the rotation schedule, for a total of four (4) rotations each calendar year.
  2. Probationary bargaining unit members will be exempt from the bidding process, as their shifts are determined by the County. Employees that have been deemed to be in their trial period will be allowed to participate in the bidding process.

3. This Article does not apply to the office assignments and positions listed in [Article 18](#) (A) (1) of this collective bargaining agreement.
4. Bargaining unit members shall return to home base at the conclusion of any temporary assignment. Whenever a bargaining unit member voluntarily transfers, concludes or is reassigned back into their designated seniority group from an [Article 18](#) (A) (1) assignment or position, that bargaining unit member shall fill the position vacated by his/her replacement.
5. On or before November 10th of each year the Sheriff's Office shall provide a list indicating the slots (slot as defined above includes days of work, days off and the specific hours of work) and shifts available and necessary for the upcoming year.
6. Each bargaining unit member shall bid their preferred slots and shifts on the basis of straight seniority.
7. A reasonable amount of time which does not interfere with Office operations will be provided for the bidding process completion. The entire bidding process should take no more than 24 days. Each bargaining unit member is expected to complete his/her portion of the bidding process in a timely manner. If there are unnecessary delays by any bargaining unit member, the County shall have the right to accelerate the bidding process.
8. At the conclusion of the 24-day bidding process, any bargaining unit member failing to bid for the slots and shift(s) of their choice may be assigned slots and shift(s) by the County.
9. Based upon the sole determination by the County, should the seniority bidding process result in a proposed schedule reasonably appearing to have inadequate skills and competence levels of bargaining unit members in a slot and shift, the County may adjust the assignment of slots and shift(s), until such time as operational needs are satisfactorily addressed.
10. Whenever Section 9 above is used by the County, the County shall make every effort to move the least senior bargaining unit member(s) possible in order to satisfactorily address operational needs.
11. Whenever Section 9, above, is used by the County, the affected bargaining unit member(s) shall be returned to their home base upon the conclusion of the adjustment period.
12. Whenever Section 9, above, is used by the County, the County shall give written notice to the PCDSA President and the affected bargaining unit

member(s) as soon as is known. Except in emergency situations, the County shall schedule a meeting with the PCDSA President prior to the adjustment to advise of the adjustment.

13. The final schedule for the upcoming calendar year shall be posted by the County no later than January 1st .

## ARTICLE 16 - WORKING OUT OF CLASSIFICATION

Whenever an employee performs the major distinguishing duties of a higher class for forty (40) consecutive working hours or more, excluding sick leave and holidays, in a classification above that in which the employee is normally classified, the employee shall be paid five percent (5%) above his/her regular rate of pay or the first step of the class to which he/she is temporarily assigned, whichever is the greater amount. Paid sick leave and holidays shall not be considered as a break in the five (5) consecutive days.

The County shall not abuse the requirement of forty (40) consecutive hours to avoid payment of working out of classification.



## ARTICLE 17 - HOURS OF WORK

- (A) Workday. A normal workday is defined as a twenty-four (24) hour period commencing with the start of employee's scheduled shift day.
- (B) Work Shift. A normal workday for employees may consist of eight (8) hours per day on the basis of a five (5) day workweek (5-8 plan), or ten (10) hours per day on the basis of a four (4) day workweek (4-10 plan), or on the basis of a twelve (12) hour shift as determined by the County, but subject to negotiations for the purpose of additional time compensation.
- (C) Workweek. A normal workweek shall consist of forty (40) hours of work on consecutive days, followed by forty-eight (48) (5-8 plan) or seventy-two (72) (4-10 plan) consecutive hours off, during a seven (7) day calendar period, except as provided in (E) below.
- (D) Daylight/Standard Time Changes. The following shall occur when the switch occurs to/from daylight savings time: employees who are on duty when standard time is replaced by daylight savings time shall work and be paid for one (1) hour less than their normal shift. Employees who are on duty when daylight savings time is replaced by standard time shall work and be paid for one (1) hour more than their normal shift. Such employees shall be paid at their regular rates and shall, however, receive all benefits provided for in [Article 29](#) - Insurance, as if they had worked a full shift.
- (E) After the Fifth (5th) Day. An employee shall be compensated at one and one-half (1-1/2) times his/her regular hourly rate for the sixth (6th) and seventh (7th) consecutive days worked and for each succeeding consecutive day worked, regardless of the employee's workweek, except that the County may split an employee's days off within the first week of regular shift rotation to allow the staggering of the implementation of a new schedule. An employee working a voluntary overtime assignment on his or her day off will not be considered to have worked a consecutive day for the purposes of this section.

## ARTICLE 18 – OVERTIME

- (A) Overtime Defined. As used in this Agreement, overtime shall mean that time an employee is authorized to work in excess of eight (8) hours (under a 5-8 plan) or more than ten (10) hours (under a 4-10 plan) or more than twelve (12) hours (under a 12 shift) or more than forty 40 hours in a work week (12 hour shifts are excluded from the 40 hour in a work week rule), except as a result of regular shift rotation. For the purpose of calculating hours worked, paid leave counts as hours worked.

1. Employees serving in the following positions: Forest, Canine Handler, Detective, and Court Security/Transport shall be selected and assigned by the Sheriff. (Any reassignment by the Sheriff shall not be deemed disciplinary action by the Association.

The Sheriff retains sole and unconditional authority to select the individual(s) for these positions.

Employees serving in the positions listed in Section (A)(1) shall have the authority (subject to supervisor approval) to adjust their base hours and days of work in order to meet community and operational (criminal activity) needs and shall have the authority to flex hour-for-hour any hours worked in excess of forty (40) hours in that work week, or (subject to supervisor approval) to receive overtime pay or compensatory time for their hours worked in excess of forty (40) hours, subject to the reasonable operating needs of the Sheriff's Office. For the purpose of calculating hours worked, paid leave counts as hours worked.

2. Training time will be considered overtime only to the extent that it results in hours worked in excess of 171 hours in a 28-day period. Training time under this provision includes DPSST accredited training, firearms training and qualification time, and other voluntary, outside training. Training time does not include staff meetings. Planning meetings will be compensated at straight time pursuant to this provision.

- (B) Status and Minimum. Overtime shall be computed to the nearest quarter (.25) hour. Court overtime shall be paid for a minimum of three (3) hours. Call-back overtime shall be paid for a minimum of four (4) hours. At the conclusion of the court or specific call-back assignment, an employee shall go on off-duty status.
- (C) Compensation. Authorized overtime shall be compensated at one and one-half (1.5) times the regular rate of pay for all overtime hours worked within the regularly scheduled workweek and shall be paid in cash within the same pay period in which the overtime was worked.

- (D) Compensatory Time Off. Each employee may accrue up to sixty (60) hours compensatory time off in lieu of overtime pay in a compensatory time bank. Compensatory time off must be scheduled at a time mutually agreeable to the employee and the Sheriff's Office. Employees accruing in excess of sixty (60) hours will be compensated in pay for the excess on the last working day of November each year.
- (E) Fee Surrender. All witness fees and mileage allowance paid for the employee's appearance in court proceedings shall be turned over to the County Treasurer.
- (F) During Vacation. A court appearance or call-back during an employee's scheduled vacation shall be compensated by a minimum of eight (8) hours overtime. At the assignment's end, the employee shall go on off-duty status.
- (G) Extra Duty. Should special duties or functions arise that are not otherwise covered by an employee's job description, the Sheriff may assign the extra duty to any employee qualified to perform the functions. The Sheriff, prior to the assignments, shall establish a compensation level for the extra duty commensurate with the performance required. Hours spent outside the normal shift performing the extra duty shall not be considered as overtime, unless so required by the Fair Labor Standards Act or this Agreement. In the event that the compensation level is less than the employee's regular rate of pay, then the employee may refuse the extra duty assignment.
- (H) Overtime Distribution. Except where specialized skills are required (in the opinion of the Sheriff), normal overtime assignments shall be distributed equally among those employees who volunteer to work overtime insofar as it is reasonable to do so. Employees shall sign up for assignments on a list established by the Sheriff. It is understood that all employees will be required to work overtime on a mandatory basis if a need is so determined by the Sheriff. Nothing in this provision shall limit the Sheriff in the current use of the Sheriff's Reserves.
- (I) No Pyramiding. Overtime compensation shall not be paid more than once for the same hours worked under any provision of this Article or Agreement.

## ARTICLE 19 - SHIFT CHANGES

- (A) Notice. An employee will be given 168 hours advance notice of any change in his/her regular hours of work, except where an emergency exists. The first eight (8) hours worked in violation of this notification provision shall be paid at the overtime rate.
  - 1. FTEP Program. Employees assigned to the FTEP Program who have not completed their field training and have not attained solo status are subject to seventy-two (72) hour advance notice (except for emergencies), when it is necessary to adjust that employees hours of work to facilitate either remedial or accelerated training.
- (B) Off-duty Minimum. There shall be a minimum of nine (9) hours off between shifts. Hours worked in violation of this subsection shall be compensated by paying the employee one and one-half (1.5) times his/her regular rate for those hours.
- (C) Time Waiver. If both management and the employee mutually agree to change his/her regular hours of work in writing, the advance notice requirements(s) described in this Article may be waived.

## ARTICLE 20 - TIME-OFF IN LIEU OF HOLIDAYS

- (A) Rate of Accrual. Except for employees listed in Section (F), full-time employees will accrue eight (8) hours per month and part-time employees will accrue on a pro rata basis for time-off in lieu of holidays. Time-off in lieu of holidays taken by an employee will be deducted hour-for-hour.
- (B) Accrual Terms. Time accrued in lieu of holidays must be used at a time mutually convenient to the employee and Sheriff. Employees shall be allowed to carry eighty (80) hours of holiday time. Employees accruing in excess of eighty (80) hours will be compensated in pay for those excess hours on a monthly basis.
- (C) Holidays Worked. An employee covered by this Agreement shall receive one and one-half (1-1/2) times their regular rate of pay for all hours worked on New Years Day, Thanksgiving Day, and Christmas Day. Overtime worked on these days shall be paid at the rate of two and one half the employee's regular rate.
- (D) Cash-out. Upon termination or death, the accrual shall be paid in cash to the employee or his/her estate, respectively.
- (E) Approval Deadline. Requests for utilization of time in lieu of holidays shall be granted or denied within ten (10) calendar days of the request. Once approved, such time may not be changed unless by mutual consent of the County and the employee, except for an emergency. If a request is not acted upon within ten (10) calendar days after a signed and dated acknowledgement by a supervisor, it is deemed approved.
- (F) For employees in the classifications of Records Technician, Civil Deputy, Property Control Technician, Inmate Program Specialist and Records Technician/Civil Clerk the following days shall be recognized and observed as holidays.

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Eve	
On Monday:	The whole day.
On Tues., Wed., Thurs.:	1:00 to 5:00 p.m. or four hours paid leave depending on the work schedule.

On Fri., Sat., Sun.:  
Christmas Day  
Four floating holidays

No paid time off.  
December 25  
Employees' choice subject to County  
staffing requirements.

The floating holidays will be converted to personal leave days (eight hours for full time employees) each fiscal year on July 1 and must be used by June 30 of the next year. Leave days shall be used in full day increments.

Also, any other holiday granted by the Board of Commissioners.

(1) Eligible full-time trial service and regular employees shall receive eight (8) hours pay for each of the holidays listed above on which they perform no work. All employees must be in paid status both the working day before and the working day after the holiday to be eligible to receive pay for the holiday. Part-time trial service and regular employees working fifty percent or more of full-time shall be paid for holidays on a pro rata basis.

(2) Whenever New Year's Day, Independence Day, Christmas or Veteran's Day fall on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever these holidays shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Employees working an irregular workweek shall receive the same number of holidays as employees working the regular workweek.

(3) Should an employee be on authorized leave with pay when a holiday occurs, such holiday shall not be charged against such leave.

(4) If an employee performs any authorized work on any of the holidays listed above, he/she shall be paid at the rate of time and one-half (1 1/2) for all hours worked in addition to his/her regular holiday pay.

(5) Covered employees with existing holiday banks shall use their existing bank by December 19, 2015 or be paid out for the balance of their hours in the end of month check. Use of holiday bank hours shall be subject to staffing requirements.

## ARTICLE 21 - VACATION

- (A) Rate of Accrual. After having served continuously in the County service for six (6) full calendar months, full-time employees shall be credited with forty-eight (48) hours of vacation leave and part-time employees shall be credited with their pro-rated share of vacation leave. Thereafter, vacation shall be credited at the following rates for full-time employees:

<u>HOURS EARNED PER MONTH</u>	<u>MONTHS OF SERVICE</u>	<u>YEARS OF SERVICE</u>
8 hrs.	7 - 60 mos.	up to 5 yrs.
10 hrs.	61-120 mos.	5 - 10 yrs.
12 hrs.	121-180 mos.	10 - 15 yrs.
14 hrs.	181-240 mos.	15 - 20 yrs.
16 hrs.	241 mos. & over	over 20 years

- (B) Continuous Service. "Continuous Service" is defined as that service unbroken by separation from the County service other than by military, Peace Corps, vacation, sick leave, or other authorized leave. Employees returning from such leave, or employees who were laid off, shall be entitled to credit for service prior to the leave or layoff.
- (C) Annual Vacation Requests. Vacation bidding for up to four (4) blocks shall be the responsibility of the Association and bids are subject to the operational needs of the Office. For the purpose of vacation bidding, the vacation bids are due by December 31st. Failure by the Association to turn in the vacation bid documents in a timely manner, will result in no vacations, until the completed documents are turned in.

Vacation scheduling shall be decided on the basis of seniority.

For purposes of scheduling a vacation "block", a "block" shall be defined as a minimum of one day or the maximum of the normal length of an employee's scheduled work week.

- (D) Requests for Additional Vacation. Vacation other than block vacations provided for in subsection (C), above, may be requested at any time and (subject to the reasonable operating needs of the Office) may be granted on a first-come-first-served basis. Vacation requests pursuant to this subsection shall be granted or denied within ten (10) days of the request. If a request is not acted upon within ten (10) days after a signed and dated acknowledgement by a supervisor, it is deemed approved.

- (E) Accumulation. The maximum accumulation a full-time employee will be allowed, of earned vacation time, will be 250 hours. Employees will forfeit any hour(s) in excess of 250 hours on the employee's anniversary date with two exceptions:
1. If there are extraordinary circumstances outside an employee's control, in which case, with the prior approval of the Sheriff, employees may be paid for the excess hours or extend the time period in which to take the vacation;
  2. If the Sheriff's Office is unable to schedule vacation due to the departmental work schedule, the employee will receive payment for vacation time that the employee would otherwise lose because of accrual limitation.
- (F) Termination or Death. After six (6) months' service, upon the termination of any employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or his/her heirs, whichever the case may be.
- (G) Minimum Vacation Leave Requests. Vacation accumulation and charges against such accumulations shall be made on an hourly basis.
- (H) Part-time Accrual. Part-time employees, working twenty (20) hours or more, shall accrue vacation leave on a pro rata basis equal to the percent of hours worked.
- (I) Changing Scheduled Vacation. Once scheduled, vacation shall not be changed unless by mutual consent of the County and employee, except for a bona fide emergency.
- (J) Vacation Buyout. Each calendar year, employees with vacation leave balances of 100 hours or more may elect during the August or March payroll period to cash out up to 40 hours of accrued vacation. Employees wishing to cash out (up to 40 hours) their vacation time shall note the amount of vacation time on their August or March timesheet.



## ARTICLE 22 – WAGES

(A) Salary Increases.

Effective July 1, 2015, the wage scale shall be modified to eliminate Step 1 from the salary steps (the new beginning salary shall be the Step 2 salary and the salary schedule shall have a total of 7 Steps). Also, included in the salary schedule will be the following:

Effective July 1, 2015      a 1.5% cost of living adjustment (COLA).  
Effective January 1, 2016   a 1.5% cost of living adjustment (COLA).  
Effective July 1, 2016      a 1.0% cost of living adjustment (COLA).  
Effective January 1, 2017   a 1.0% cost of living adjustment (COLA).

**(all salary schedules are attached)**

- (B) Each employee shall be paid at one of the steps in the range prescribed for their classification.
- (C) Normally, an employee will be appointed or reinstated at the first step of the range established for his/her classification.
- (D) Promotions and Step Increases. A new or promoted employee is eligible for advancement to the next step of the salary range for his/her classification at the beginning of the next pay period following completion of twelve (12) months of service. In-range salary increases shall not be automatic.
- (E) In-range Advancement. Commencing at Step 2, an employee shall be eligible for advancement to subsequent steps of the salary range for his/her classification at the beginning of the next pay period following completion of one (1) full, continuous year of satisfactory service in a step.
- (F) Mid-range Hiring. In those cases where a new employee or promoted employee is appointed above the minimum step of the salary range for his/her class, the eligibility for merit increases shall be on an annual basis, unless otherwise ordered by the county
- (G) Payday. The County shall make every reasonable effort to pay wages by the last working day of every month.

## ARTICLE 23 - EDUCATION, TRAINING AND EXPERIENCE

- (A) Training and Meetings On-duty. Notwithstanding the requirements of [Article 17](#) - Hours of Work, and [Article 18](#) - Overtime, and to the extent permitted by law, all mandatory training and meetings shall be conducted on "on-duty" status.
- (B) Education Incentives. Each non-probationary employee who possesses or achieves an Intermediate Certificate from DPSST or an Associate's degree or its equivalent shall receive four percent (4%) per month in addition to his/her regular salary.

Each non-probationary employee who possesses or achieves either an Advanced Certificate from DPSST or a Bachelor's degree (BA or BS) shall receive seven percent (7%) per month in addition to his/her regular salary.

Each non-probationary employee who possesses and achieves both an Advanced Certificate from DPSST and a Bachelor's degree (BA or BS) shall receive nine percent (9%) per month in addition to his/her regular salary.

**For the purpose of this section, lateral hires in the positions of Patrol Deputy and Corrections Deputy may be eligible to receive education/certification incentives in the first full month of employment.**

- (C) Bilingual. Employees who have a demonstrated proficiency in Spanish or American sign language shall be paid five percent (5%) per month in addition to his/her regular salary. The County shall develop standards and tests for whether the employee has the requisite degree of proficiency. Employees may, at the County's discretion, be subject to annual re-tests.  
  
Employees who are unsuccessful in demonstrating proficiency may re-test no sooner than six (6) months.
- (D) Instruction. A bargaining unit member who agrees to serve as an instructor, shall be compensated at one-and-one-half (1 1/2) times their regular rate of pay for all hours spent as an instructor outside of their normally scheduled working hours.
- (E) Field Training Officer (FTO) Incentives. Employees assigned to perform the duties of a FTO will be paid an additional five percent (5%) of incentive pay to their base monthly salary per month; at no time shall the employees' designation result in less than \$100. (This section is not applicable to volunteers or Reserves who are not at Level I status)
- (F) Detective. Employees assigned by the Sheriff to the position of Detective shall receive an additional 4% of incentive pay to their base monthly salary per month.

If for any operational necessity/incident, the Sheriff deems it appropriate to assign a deputy to the position of Detective on a temporary basis and the temporary assignment lasts longer than five (5) days, the deputy shall be paid twenty-five additional dollars (\$25) per week of the temporary assignment.

- (G) Longevity Pay. Employees who have worked in the Sheriff's Office for a period of ten (10) years or more, shall receive an increase of 2.0% to their salary. For employees who have worked in the Sheriff's Office for a period of fifteen (15) years or more, shall receive a total increase of 4.0% to their salary.
- (H) Canine Handler. Employees assigned by the Sheriff to the position of Canine Handler shall receive an additional 5% of incentive pay to their base monthly salary per month, in lieu of overtime for the off duty care, feeding and training of the dog.

## ARTICLE 24 - TRAVEL PAY

Whenever employees are required to report to a work location other than their established place of work, or whenever employees are required to use their personal vehicle for travel on behalf of the County, they shall be paid for the use of their personal transportation at the rate established by the IRS Sec. 46(c)6 and parking. Employees shall be reimbursed based upon Polk County travel regulations, when they are required to travel outside Polk county and Salem/Keizer area on County business.

This section does not apply to employees assigned to in-custody transport or other custodial assignments. Except when required by law, or when travel is requested by the County, travel time which is not within the employee's regularly scheduled workday shall not be counted as hours worked.

For the purpose of defining reimbursement rates the following shall apply:

Meals. On trips requiring overnight stays, the County will pay a per diem to cover the cost of meals and incidentals for each 24 hours period between an employee's departure and return. Reimbursement shall be at the current IRS per diem rates for the travel area.

When the travel period is less than 24 hours, the per diem will be paid on a per meal basis, in accordance with the IRS per meal rates for the travel area.

The per diem shall be reduced for meals included in the conference registration fee regardless of whether the employee chooses to eat the conference-provided meals. When traveling by any mode of common carrier transportation where meals are included as part of the fare, no per diem will be paid for those meals.

In accordance with IRS Guidelines, "day trip" meals (meals for a trip that does not include an overnight stay) will not be reimbursed unless these meals are considered a qualified business meal (business is conducted during the meal).

## ARTICLE 25 - CLOTHING AND UNIFORMS

- (A) Clothing and Uniform Allowance. If an employee is required to wear a uniform, such uniform shall be furnished to the employee by the County. The cost of the uniform (including initial tailoring) shall be paid by the County as shall necessary replacement or repairs of the uniform. The County will provide at initial appointment a \$420 clothing allowance for the first year, and thereafter a thirty-five dollar (\$35) clothing allowance per month for any employee whose full-time assignment (Detective) is plainclothes duty (does not include POINT assignments).
- (B) Maintenance Reimbursement. The County will through a contracted service provide the cleaning of uniforms. Employees assigned to plain clothes duty shall be reimbursed at a rate of thirty-five dollars (\$35) per month with the exception of POINT assignments.
- (C) The County shall order replacement uniforms and equipment as necessary within twenty-one (21) days of an employee's request for replacement. The County shall issue DPSST approved body armor to all deputies in the Criminal Division and those deputies in the Corrections Division on regular assignment to work outside the secure area of the jail facility.
- (D) The County shall provide deputy sheriffs in Corrections, who apply, with concealed weapons permits at no cost to the employee. If the deputy sheriff in Corrections lives outside Polk County, the County will reimburse the employee the cost of obtaining a concealed weapons permit in the employee's county of residence.
- (E) Eye Glasses. The County agrees to repair or replace prescription eyeglasses or prescription eyewear damaged or destroyed while the employee is on duty up to the deductible or \$300.00, whichever is less, unless the damage is attributed to the negligence of the employee.
- (F) Equipment and Boot Allowance. Certified Deputies and Animal Control Officer shall receive an equipment and boot allowance of \$150 per year for the purchase of equipment and footwear. The allowance shall be paid annually on July 1st to certified deputies and animal control officer who are at the time in full time paid status with the office.

## ARTICLE 26 - SICK LEAVE

- (A) Accrual. Full-time employees shall accrue sick leave at the rate of eight (8) hours per month and part-time bargaining unit employees (regularly scheduled to work 20 hours or more per week) shall accrue sick leave on a prorated basis in accordance with the regularly scheduled hours worked each month. Sick leave is to be used in the event of the illness, pregnancy-related illness or disability, or injury of the employee, dental or health care appointments (including EAP appointments), exposure to contagious disease, or to care for ill or injured members of immediate family. When an employee's illness or injury is compensable under workers' compensation, sick leave shall be paid pursuant to [Article 30](#).

The County may require an employee requesting sick leave pay to answer questions and provide information reasonably necessary to verify eligibility to receive sick leave benefits under this Article. The County may require certification from a health care provider to substantiate that the employee is eligible to receive sick leave benefits. When health care certification is required of the employee's health care provider or a health care provider designated by the County, the County will pay for the costs incurred by the employee in obtaining such certification.

- (B) Immediate Family. An employee's "immediate family" is defined to include the employee's spouse; qualifying same-sex domestic partner, the employee's and his/her spouse's grandparents, parents, step-parents, guardian, siblings, step-siblings, children, step-children, grandchildren, step-grandchildren; and any relative residing in the employee's immediate household.
- (C) Absence Without Pay. Sick leave shall not accrue during any periods of leave of absence without pay.
- (D) Sick Leave Notification. To be eligible for sick leave benefits, an employee must, if reasonably possible, notify his/her immediate supervisor of their intent to utilize sick time, at least one (1) hour prior to the employee's reporting time. Additionally, the employee must notify the County on a daily basis so that the County may plan for staffing. No daily notice will be required when the employee has submitted a health care provider's certification which specifically states (s)he will be unable to return to work until a certain date. Failure to notify the County as provided may disqualify the employee from sick leave benefits for any day the employee fails to report, unless the County determines that special circumstances existed to justify the failure to report.
- (E) Bereavement Leave. Bereavement leave shall be in accordance to State Law. The first three (3) days of leave shall be paid by the county. Employees who have a death in their immediate family, as defined in subsection (B) above, shall

be allowed up to three (3) days of compassionate bereavement leave with pay per death, not to be charged against sick leave

- (F) Return to Work. In order to assure a safe working environment for all employees and the efficiency of the Office, it is recognized that the County shall have the right to require a health care provider's examination to determine if the employee is fit to perform his/her assigned work. Such an examination may be required whenever the County has a good faith question or concern regarding the employee's ability to perform the essential functions of his/her job. The County shall pay for the cost of such examination or certification. The County will not order a physical examination which violates the Americans with Disabilities Act (ADA).

## ARTICLE 27 - LEAVE OF ABSENCE WITH PAY

The County shall grant leave with pay for jury duty and attendance at court or agency proceeding as a witness pursuant to [Article 2](#) (F). Employees may request a leave of absence with pay for such purposes as attendance at a conference or convention which has a direct relationship to the employee's work with the County. Such a request shall be considered and judged on its merits by the Sheriff. Paid leave shall not be granted for any court appearance if the employee is a party in interest to any proceedings other than a proceeding in which an employee is named as a defendant by reason of the manner of the performance of his/her official duties.



## ARTICLE 28 - LEAVE OF ABSENCE WITHOUT PAY

- (A) Requests for Leave. In instances where the work will not be seriously handicapped by the temporary absence of an employee, the appointing power may grant a leave of absence without pay not to exceed one hundred and twenty (120) calendar days. Leaves of absence without pay for periods in excess of one hundred and twenty (120) days must be approved by the governing body. Request for such leave must be in writing and must establish reasonable justification for approval of request. Normally, such leave will not be approved for an employee who is accepting employment outside the County service. Upon return from leave, the employee will be placed in the same classification/rank comparable to the classification she/he held prior to the leave.
- (B) Military Service. Military leave shall be granted in accordance with Federal and State law.
- (C) Peace Corps Service. As provided by statute, any employee who enters the Peace Corps of the United States shall be given leave for such service.

## ARTICLE 29 – INSURANCE

- (A) Payment. Effective August 1, 2015, the County shall pay ninety percent (90%) of the premium for each full-time employee and family members' dental and health insurance for either (1) the Blue Cross Blue Classic - Blue Choices plan (includes Medical, prescription, vision, dental, ortho), or (2) the Kaiser Permanente plan.

Any amount that employees are required to contribute to the cost of insurance will be paid by payroll deduction. The County will offer a Section 125 plan so that the employee contributions can be made pre-tax.

- (B) Employee Participation. Employees desiring to participate in other optional insurance programs currently authorized by the County may do so at their expense (pursuant to subsection (A) of this section) on payroll withholding. Employees on unpaid leave status must make their own arrangement with the Payroll Department to continue insurance benefits at their own expense subject to the Agreement terms and conditions between the County and the insurance carriers.
- (C) Long-term & Short-term Disability. The County will make available to each employee a long-term disability insurance plan which will provide benefits equal to those provided in the current management plan. The employees shall participate in the plan and shall pay the required premiums through payroll deduction. In addition, the County will also make available to each employee a short-term disability insurance plan. The employees may participate in the plan and may pay the required premiums through payroll deduction. For regular status employees, the County will develop a policy through a MOU with the DSA to address insuring utilization of their long-term disability plan.
- (D) Life Insurance. During the life of this Agreement, the County agrees to provide one hundred thousand dollars (\$100,000) of twenty-four (24) hour life insurance protection for all full-time employees.
- (E) The County will annually provide each employee with a list and description of those insurance plans which this Agreement enumerates, and a list and description of those plans which are available as options to County employees.
- (F) Double Coverage. If an employee is otherwise covered by health insurance and elects to drop the health insurance coverage provided for in subsection (A) above, the employee's wages shall be increased by three hundred dollars (\$300) per month.
- (G) State and Federal Health Insurance. In the event the State or Federal Government mandates insurance program which is more costly than that

described above, the parties may immediately open the agreement for wages and insurance.

## ARTICLE 30 - WORKERS' COMPENSATION

All County employees will be insured under the provisions of the Oregon State Workers' Compensation Act for injuries received while at work for the County.

An employee on Temporary Total Disability (Time Loss) shall be entitled to elect to have the County pay the difference between the time loss payments and his/her regular salary rate. After the first 150 days of time loss the cost of the supplemental payment shall be charged against the employees sick leave, comp bank, vacation leave, or holiday leave, in that order.

For sworn Officers injured in the line of duty (line of duty shall be defined as performing a task that is a benefit to the Sheriff's Office) On the 1st day of time loss through the 150th day of time loss the County shall make the supplemental payments provided for herein without charge to the employee's leave banks.

If the Officer has insufficient accrued leave, the County shall not be required to make the supplemental payments after the 150th day or when the employee runs out of leave, whichever is later. However, an employee may elect, in writing, to receive only worker's compensation payments during this time, (after 150 days).

Employees and Officers shall continue to acquire leave so long as the supplemental payments are made.

Employees who are on worker's compensation for over half (six (6) months) of their evaluation period shall not be granted a salary step increase (assuming satisfactory performance) until they have completed a total of six (6) months of actual work for which they can be evaluated.

- (A) Workday Compensation. The day of injury shall be considered a workday, and the employee will receive his/her normal salary for that day.
- (B) Health Care Provider's Report. If the absence due to injury is for a period of one hundred eighty one (181) days or more, the injured employee must present to the County a health care provider's statement setting forth the nature of injuries, current condition, and anticipated length of absence or date of return.

## ARTICLE 31 - RETIREMENT

The County agrees to enroll each employee in the Public Employee's Retirement System (PERS)/OPSRP/IAP. The County will pick up, in accordance with applicable Oregon law and Administrative Rules, each employee's contribution to IAP or its equivalent.

**Both parties reserve the right to openers on this Article pending changes by the Legislature which affect employee contributions to PERS.**

## ARTICLE 32 - GRIEVANCE PROCEDURE

To promote better relations, the parties agree to settle any disputes regarding the meaning or interpretation of this Agreement by the following procedure:

- (A) Step I. After first attempting to resolve the grievance informally, the Association or any employee (with notice to the Association) may claim a breach of this Agreement (in writing) to the employee's immediate supervisor within fifteen (15) days from the occurrence thereof, or from the employee's knowledge thereof. The notice shall include:
1. A statement of the grievance and relevant facts;
  2. Provision of this Agreement violated; and
  3. Remedy sought.

The supervisor shall respond to the grievance in writing within five (5) days of receipt of the written grievance, with a copy to the Association.

- (B) Step II. If the grievance remains unresolved, it may be submitted to the Sheriff within fifteen (15) days from the date the supervisor's response was due. The Sheriff may meet with the aggrieved party, who may request Association representation at the hearing. The Sheriff shall respond to the grievance (in writing) within seven (7) days of receipt of the grievance, with a copy to the Association.
- (C) Step III. If a grievance still remains unsettled, the Association may (within ten (10) days after the reply of the Sheriff is due) serve notice of its intention to arbitrate the grievance. Such notice shall be in writing and delivered to the Sheriff.
- (D) Arbitration. After the grievance has been so submitted, the parties or their representatives shall jointly request a list of seven (7) Oregon/Washington American Arbitration Association (AAA) and/or Federal Mediation and Conciliation Service (FMCS) arbitrators from the Employment Relations Board. The parties shall select an arbitrator from the list by such method as they may jointly elect or, if they are unable to agree on such method, then by the method of alternate striking of names, with the first strike being determined by lot. The final name left on the list shall be the arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or a permanent list, or an arbitrator for a particular grievance.

The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, add to or detract from the terms of this Agreement. The arbitrator's decision shall be within the scope and terms of this Agreement

and in writing. The arbitrator's decision shall include detailed findings and conclusions, together with an explanation of the reasoning utilized in making the decision(s). The arbitrator shall only have the right to make a decision with respect to the issues presented during arbitration.

The arbitrator shall be asked to submit his/her decision within thirty (30) days from the date of the hearing.

The County and the Association shall equally divide the compensation of the arbitrator's fee and the cost of any hearing room and court reporter.

As used herein, the term "days" shall mean calendar days. Any deadline for filing or responding to a grievance which falls on a legal holiday (as defined in ORS 187.010) may be submitted on the next succeeding day and no liability or loss of rights of any kind shall result from such a delay. The time limit specified in this grievance procedure may be waived only by mutual, written consent of the parties. Failure by the County to submit a reply within the specified time will constitute a separate violation.

A grievance may be terminated at any time upon receipt of a signed statement from the Association or the employee that the matter has been resolved.

## ARTICLE 33 - LAYOFF AND RECALL

- (A) Layoff Order. In the event of layoff for any reason, employees shall be laid off in the inverse order of seniority in their classification. For the purposes of layoffs, Deputy Sheriff Patrol and Deputy Sheriff Corrections shall be considered separate and distinct classifications.
- (B) Recall. For the purpose of recall, employees shall be called back from layoff in seniority order. The layoff list will include the names of employees who have bumped in lieu of layoff. If an employee has been on layoff for more than twenty-four (24) months, they shall not be subject to recall.

All employees on layoff status shall have an opportunity to either return to work at their pre-layoff classification or to another position being filled by the Sheriff (for which the employee is qualified) prior to the Sheriff hiring any new employees into any classification for which employees are on layoff status. A Patrol Deputy will be eligible for recall on the basis of layoff seniority for a Corrections Deputy position provided the County does not fill the position with a lateral, (already certified in Corrections). A Corrections Deputy will be eligible for recall on the basis of layoff seniority for a Patrol Deputy position provided the County does not fill the position with a lateral, (already certified in Patrol).

An employee on layoff status shall accept or decline an opening within five (5) days of actual notice of recall. Employees shall forfeit all recall rights if during the recall term they are offered employment at the same classification and they decline to accept the offer. In an unusual circumstance where the Sheriff needs to recall a particular employee (due to his/her special skills or prior involvement in an investigation or project) the Sheriff may recall such employee for a temporary period, for that purpose, outside the normal recall procedure.

- (C) Bumping. When an employee is laid off due to a reduction in the work force, he/she shall be permitted to exercise the seniority right to bump/replace an employee with less seniority. If so desired, such employee may bump an employee in an equal or lower job classification, providing that the bumping employee has greater seniority and possesses the qualifications and skills for the position. Corrections Deputies may not bump an existing employee in the classification of Patrol Deputy and Patrol Deputies may not bump an existing employee in the classification of Corrections Deputy. However, A Correction Deputy shall on the basis of layoff seniority have the right to bump into a vacant Deputy position in Patrol unless the County fills the vacant position with a lateral, (already certified for Patrol). A Patrol Deputy shall on the basis of layoff seniority have the right to bump into a vacant Deputy position in Corrections unless the County fills the vacant position with a lateral, (already certified for Corrections).



Promoted employees serving a trial period shall retain the right to bump/replace an employee with less seniority in the job classification from which the employee was promoted.

Employee classifications within the bargaining unit are not subject to bumping/replacing by employee classifications outside the bargaining unit.

For the purposes of bumping, Deputy Sheriff Patrol and Deputy Sheriff Corrections shall be considered separate and distinct classifications.

## ARTICLE 34 - PROBATIONARY AND TRIAL PERIODS

- (A) Initial Probationary Periods. The probationary period for all employees newly hired for certified positions shall be eighteen months (18) for those employees requiring basic Academy training, twelve (12) months for those employees not requiring basic Academy training, and six (6) months for employees newly hired for all other positions. Prior to completion of the initial probationary period, employees may be discharged at will with no recourse to the grievance procedure of this Agreement.

It is understood and agreed that all employees who are rehired to positions in the bargaining unit after a break in seniority will be required to satisfactorily re-complete their probationary period. This requirement may be waived in writing by the County.

- (B) Trial Periods for Promoted Employees. All promoted employees, that is, employees who have been placed in a higher paying job classification within the bargaining unit as a result of the competitive selection process, shall be subject to a twelve (12) month or six (6) month trial period corresponding with subsection (A) above. If performance is not, in the determination of the County, satisfactory during or at the completion of this trial period, the employee will be returned to his/her former classification.

The County is not required to comply with the provisions of [Article 35](#) - Discipline and Discharge before returning an employee on promotional trial to his/her former classification. Except for the purpose of returning employees on promotional trial periods to their former classifications, employees who are serving a promotional trial period shall be subject to the provisions of [Article 35](#) - Discipline and Discharge.

- (C) Seniority Rights. Employees serving a promotional trial period shall retain seniority rights upon demotion pursuant to [Article 15](#) (when demoted either voluntarily or as a result of the County's decision), and shall revert to their previous classification.

## ARTICLE 35 - DISCIPLINE AND DISCHARGE

The parties agree that a well-disciplined law enforcement agency is one which voluntarily works within rules, regulations, and lawful orders. Insuring this occurs is one of the primary tasks of supervisors and executive members of the Sheriff's Office. Instilling discipline can be both positive and negative, in that it may involve encouragement, inspiration, and training, or imposition of negative sanctions.

- (A) Forms of Discipline. Disciplinary action or measures shall include only the following: written reprimand; transfer/reassignment; suspension, or in lieu thereof (with the consent of the employee), loss of vacation or compensatory time; demotion; discharge; or any combination thereof.
- (B) First Step Actions. Administrative reviews that lead to disciplinary actions such as written reprimands are usually first steps taken in constructive and progressive discipline. Prior to such action(s) being taken, an employee will be advised of the basic concerns or allegations against him/her and be given an opportunity to respond in an investigatory interview. An employee may or may not exercise his/her right to Association representation in such interviews as set forth in subsection (F) (3) below. As a general rule, such actions are to be taken for infractions of a minor nature.
- (C) Second Step Actions. Disciplinary actions such as transfer/reassignment, suspension, demotion, and discharge will be used for more serious offenses or when previous disciplinary actions have not corrected unacceptable patterns of performance or misconduct.
- (D) Administration of Discipline. Disciplinary actions will be administered promptly, in a fair and equitable manner, and only for just cause.
- (E) Suspension and Discharge. If, in any case, the County feels there is cause, the employee may be suspended with pay.
- (F) Employee Rights In Second Step Actions. Employees shall have the following rights in a Second Step Action:
  - 1. In any case where the County intends to investigate or interview an employee and a disciplinary action pursuant to [Article 35](#) (C) may result against the investigated or interviewed employee, the County shall provide to the employee and the Association a written statement containing the following:
    - the alleged charge(s), violation(s), rules, policies and/or procedures potentially violated;

- discovery;
  - the maximum disciplinary action being considered; and
  - a date and time for the employee's mandatory interview, if one is to be conducted.
2. In any case where the County believes cause for discharge, suspension, demotion, transfer or reassignment exists after completing the steps outlined in (F)(1) above, prior to making a determination as to whether such action should be taken against a regular employee, the County shall provide to the employee and the Association a written statement containing the following:
- the alleged charge(s), violation(s) or area(s) of concern;
  - the rules, policies and/or procedures potentially violated;
  - the maximum disciplinary action being considered; and
  - a date and time for the employee and the Association to meet with County representatives to respond and present information on the employee's behalf.

The County agrees to provide the employee and Association with a minimum of seven (7) days written notice prior to the date designated for the employee's second step meeting.

It is agreed that written statements will not be accepted in lieu of investigatory interviews under the steps outlined above.

3. Association Representation. An employee shall have the right to have his/her Association representative present during any interview when the employee reasonably believes that disciplinary action is being contemplated or may result. An employee also has the right to have an Association representative present when the County directs an interview (questioning). In order to exercise this right, the employee must request representation. The County is not required to inform the employee of this right.

Employees do not have the right to Association representation where the meeting is simply to inform the employee of a disciplinary decision previously made or during casual conversations with a supervisor/manager to convey instructions, training or needed correction of work techniques.

4. Scope of Investigatory Interviews. The County will confine questions of an employee in a disciplinary interview to inquiries alleged in the matter(s) being investigated. In the second step actions described in subsection (F) (1), above, the County will confine its inquiries to the allegations(s) set forth in its written statement to the employee and the Association. Upon request an employee shall be given the tape or digital file of the interview and any transcript of any interview recording that has been transcribed by the County. The employee shall not be required to disclose statements made to their chosen Association representative of the purposes of the representation.
  5. The County shall complete its investigation and provide any Statement of Reasons if required under Subsection (I) within one year of its interview with an employee under this Subsection. This time limit does not apply if the employee is incapacitated, unavailable, accused of worker's compensation or disability fraud, or the investigation reasonably requires an extension of time to coordinate with other jurisdictions. This limit can be waived by the employee in writing.
- (G) Disallowed Actions. The Employer agrees that such measures as assignment to duties outside those regularly given to other employees in the same classification, or disapproval of leave requests, will not be used as disciplinary measures.
- (H) Non-Public Reprimand. If the County has reason to reprimand an employee, it shall be done in a manner that is consistent with applicable state law and least likely to embarrass the employee before other employees or the public.
- (I) Statement of Reasons. The County agrees to furnish the employee a complete statement (in writing) at the time of written reprimand, transfer, reassignment, suspension, demotion or discharge, outlining the specific reasons for such action. If, at the same time of the written reprimand, transfer/reassignment, suspension, demotion or discharge, it is not feasible to furnish the employee with a complete statement, said complete statement must be presented to the employee within forty-eight (48) hours, not including weekends and holidays. Such reasons shall not be expanded at a later date, except in such cases where further evidence pertinent to the situation is subsequently discovered.
- (J) Grieving a Disciplinary Action. The Association shall have the right to take up suspension, demotion or discharge as a grievance at Step II of the Grievance Procedure.
- (K) Law Enforcement Bill of Rights. Pursuant to ORS 236.370(6) the County and the Association agree that Article 35 of this Agreement provides the applicable procedures and safeguards for the parties, and the provisions of ORS 236.350 et seq are not applicable to County disciplinary proceedings.

## ARTICLE 36 - PERSONNEL FILE

- (A) Employee's Right to Review. Personnel files shall be maintained in the Personnel Office and the Sheriff's Office. These files shall together constitute the employee's official personnel file. No material (in any form) which can be construed to be derogatory shall be placed in an employee's personnel file unless they have been given the opportunity to read such material.
- (B) Employee Access. An employee shall have the right to inspect his/her personnel file during normal business hours of the County's operation. In order to inspect his/her personnel file, an employee shall make the request in writing to the Sheriff and cause a copy to be delivered to the Personnel Department of the County.

Once an employee has made a written request to view his/her personnel file, the County shall provide the employee his/her personnel file at a mutually agreeable time and location.

Any employee may, upon request, have the right to reproduction of his/her personnel file (including a print out of any electronic files) in full or part.

- (C) Employee Written Statement. Any employee, who disagrees with any documentation contained in their personnel file, may write a written statement responding to such documentation. Written statements responding to any documentation in an employee's personnel file must be signed, dated and submitted to the Sheriff's office with a copy to the Personnel Department of the County.
- (D) Removal of Adverse Material. All reports, correspondence or documents (other than Performance Appraisals and payroll documents) of a disciplinary nature shall be expunged upon the employee's written request from the employee's personnel file and all other files after eighteen (18) months of the date they were written provided no incident of a similar nature occurred in the intervening time. If an incident of a similar nature does occur within the intervening time, the time for expungement of the initial incident shall run concurrent with the time for expungement of the new incident.

If any material reflecting critically or adversely on an employee (other than Performance Appraisals and payroll documents) is proven to be materially incorrect, it shall be removed from the personnel file.

## ARTICLE 37 - POLICE ASSIGNMENT PREFERENCE

Off-duty, full-time employees shall be given a reasonable opportunity on their days off to handle assignments (on overtime) before any reserve officer is given the option, except under the following conditions:

- (A) When an assignment is available for the reserve officer to aid in the control of traffic and maintenance of order at parades, sporting events, and other assemblies; or
- (B) When it has been determined by the Sheriff that the interest of the public could be more effectively served when an outside agency negotiates with the Sheriff on law enforcement coverage for employ of their reserve officers, who will be compensated by the outside agency.

## ARTICLE 38 - SAFETY COMMITTEE

- (A) Legal Authority. The parties recognize that the Oregon Safe Employment Act (ORS 654.000 - 654.295) applies to employment with the County. Remedies for alleged violations are limited to statutory procedures; no grievances under this Agreement may be filed for alleged violations of this subsection or applicable law.
- (B) Employees serving on the County Safety Committee shall be compensated at their straight time rate for all hours spent in Safety Committee meetings, or at such rate as may otherwise be required by the Fair Labor Standards Act (FLSA) or related regulation of the U.S. Department of Labor.
- (C) Refusal to Operate Unsafe Equipment. Employees may refuse to operate any equipment or ride in/on any vehicle they believe is unsafe until the equipment/vehicle has been inspected and/or corrected by the employee, the immediate supervisor, and/or another qualified person. If, after such inspection, the equipment is determined by the supervisor and other qualified person to be safe, the employee may not refuse to operate the equipment.
- (D) Refusal Without Reprisal. Employees may not be disciplined for refusal to operate equipment believed to be unsafe, nor shall such refusal to operate such equipment be construed as insubordination until the above has been complied with, unless an emergency situation exists.
- (E) Mandatory Compliance. Failure by an employee to follow County safety regulations or traffic laws, or failure to use safety equipment provided by the County, may be cause for disciplinary action.



## ARTICLE 39 - COUNTY PERSONNEL PROCEDURES

Any provisions of the Personnel Rules and Regulations and Sheriff's Office Policy Manual that conflict with or are contrary to the express terms of this Agreement are null and void.

County personnel rules and regulations and Sheriff's Office Policy Manual provisions covering/impacting mandatory subjects of bargaining will be implemented only in accordance with [Article 12](#) (B) - Notification of Changes and the PECBA.

Signed acknowledgements (verifying receipt of the Personnel Rules and Regulations and the Sheriff's Office Policy Manual and changes, amendments thereto) are not subject to negotiations/bargaining.

## ARTICLE 40 - PERFORMANCE

Management believes that productive employees deserve fair and just increases in salary, when possible; thus the parties agree:

- (A) The Association recognizes the Sheriff's right to establish and/or revise performance standards or norms, notwithstanding the existence of prior performance levels. Work measurement procedures may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees;
- (B) The Sheriff reserves the right to make adjustments in the programs as may be necessary for the successful completion of the programs; and
- (C) Nothing in this provision shall be construed as limiting or modifying (in any fashion) the County's obligation to bargain over mandatory subjects of negotiation during pendency of the collective bargaining agreement.
- (D) Supervisors may compile notes throughout an evaluation period regarding an employee's performance. Employees may, upon reasonable request, review such supervisory notes.

## ARTICLE 41 - SAVINGS CLAUSE

If any article or section of this Agreement, or any addition thereto, should be held invalid by operation of the law, or by any lawful tribunal having jurisdiction, or pursuant to ORS 243.702, or if compliance with or enforcement of any article or section should be restricted by such tribunal, or pursuant to ORS 243.702, the remainder of this Agreement and its addenda shall not be affected thereby. If such event occurs, the parties agree to enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

## ARTICLE 42 - DRUG AND ALCOHOL TESTING POLICY

The County and Association are committed to maintaining high standards of employee safety, productivity and reliability, as well as high standards of fair enforcement integrity.

In furtherance of these objectives, the County strictly prohibits employees from reporting to work or returning to duty with any amount of drugs or alcohol in their systems. "Drugs" refers to marijuana, cocaine, opiates, amphetamines, phencyclidine and controlled substances as defined under Oregon criminal codes.

(A) Mandatory Testing. To assist in the enforcement of this policy, the County and Association agree that mandatory employee testing will be required in the following circumstances:

1. Probable Cause Testing. All bargaining unit employees will be required to immediately submit to blood, breathalyzer and/or urinalysis testing for the detection of alcohol and/or drugs when there is probable cause that the employee has reported to work or has returned to duty with drugs or alcohol in his/her system. When feasible, the signs and symptoms giving rise to the determination of probable cause will be observed by another bargaining unit employee.

Employees who engage in prohibited conduct or fail to fully cooperate with the County's enforcement of this policy are subject to suspension and discipline, including discharge for just cause.

(B) Safeguards and Testing Procedures. Employees may be tested for the presence of drugs or alcohol by one or more of the following methods:

1. Urine sample for drugs - Employees will first be subject to EMIT screening. If a negative result is received, the sample will be considered free of drugs. If a positive result is received on the EMIT screening, a GCMS (gas, chromatography/mass spectrometry) test will be used for confirmation, and the employee will provide a second sample which will also be tested by GCMS for confirmation purposes.
2. Breathalyzer for alcohol - Testing for the presence of alcohol will be by breath analysis to determine the presence of alcohol. An employee will first be subjected to testing by a portable breath test (PBT) operated by a supervisor, and if the test is positive, a second test will be administered 15 minutes after the results of the original test for confirmation purposes.

For the purpose of B (1): The County will use a laboratory certified by the Federal Department of Health and Human Services (FDHHS) and National Institute for Drug Alcohol Abuse (NIDA). The test results shall be reviewed by

the MRO before they are reported to the County as positive to determine if there is an alternative medical explanation for a confirmed-positive test result.

Employees are required to respond immediately to the MRO's inquiries and provide any required information or records to the MRO within 48 hours. Employees will be paid for time lost from work to undergo testing and/or respond to MRO inquiries.

If the confirmatory test result is negative or the MRO determines, after review, that a legitimate medical explanation exists for the positive test results, no further action will be taken. If, however, the confirmatory test result is positive and the review indicates that no legitimate medical explanation exists, other than the unauthorized use of a prohibited substance, the MRO shall refer the individual's results to the County's designated representative. The County will notify the employee and a designated Association representative of the positive test results.

In the event a positive test is confirmed, the employee has the right to have the samples referred to in subsection (B)(1) re-tested, upon written request, within seventy-two (72) hours of his/her receipt of a final test result from the MRO. The employee may designate re-testing by the original laboratory or another laboratory certified by FDHHS.

All mandatory requirements under this policy shall be paid for by the County and shall be done by the employee while on an on-duty paid status.

- (C) Rehabilitation Assistance. Employees who have alcohol and/or drug dependency problems or believe they may have such problems are encouraged to pursue employee assistance. Although the County will support voluntary treatment efforts for employees with drug and alcohol dependency problems who voluntarily seek assistance, it is up to each employee to pursue treatment before dependency problems result in unsatisfactory performance, attendance, or safety records, etc., and before the employee violates this policy.

When an employee voluntarily reports a drug or alcohol dependency problem and seeks assistance, that employee will be placed on a leave of absence with access to the employee's accrued leave banks or adjusted working hours based on a health care provider's determination to allow for in-patient or out-patient rehabilitation treatment. The employee will be permitted to work after such time as a competent, mutually acceptable health care provider has certified the employee is able to safely perform his/her assigned duties. The County shall also, on a one time basis only (once in his/her employment history with the County), allow an employee to undergo evaluation and rehabilitation as an alternative to termination for violating this policy, provided: 1) The competent health care provider's evaluation reveals that the employee has a dependency

on the substance(s) taken; and 2) The employee's conduct does not otherwise constitute a felony or a misdemeanor.

To protect their employment, employees undergoing rehabilitation must agree to all treatment, rehabilitation, after-care and follow-up testing and individual suspicion-less testing for a period of twenty-four (24) months, as set forth in a written Rehabilitation and Return to Work Agreement required by the County.

- (D) Marijuana. In addition to the above, employees must comply at all times with all federal and state statutes and regulations regarding the illegal use of drugs. It is important to note that marijuana is an illegal drug under the federal Controlled Substances Act, which means that it has no acceptable medical use under federal law. Therefore, any on or off duty use of marijuana which is inconsistent with the “prohibited conduct” listed above will be considered a violation of this policy, even if an employee has a prescription for the use of marijuana under the Oregon Medical Marijuana Act.

## ARTICLE 43 - TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2015, and shall remain in full force and effect through June 30, 2017. This Agreement shall automatically be renewed from year to year thereafter, unless either party gives written notice to the other (on or before January 15, 2017) of its desire to modify this Agreement. The Agreement shall remain in full force and effect during the period of negotiations and any impasse.

DATED this 23rd day of September, 2015.

FOR THE POLK COUNTY, OREGON  
BOARD OF COUNTY COMMISSIONERS

FOR THE POLK COUNTY DEPUTY  
SHERIFFS' ASSOCIATION

Signature on File  
Mike Ainsworth, Board Chair

Signature on File  
Association President

Signature on File  
Jennifer Wheeler, Commissioner

Signature on File  
Association Vice-President

Signature on File  
Craig Pope, Commissioner

Signature on File  
Association Representative

Signature on File  
Bob Wolfe, Sheriff

Signature on File  
Association Representative

Signature on File  
Morgan Smith, County Counsel

Signature on file  
Association Counsel