



COLLECTIVE BARGAINING AGREEMENT BETWEEN
DESCHUTES COUNTY
DESCHUTES COUNTY SHERIFF
AND
DESCHUTES COUNTY SHERIFF EMPLOYEES ASSOCIATION

JULY 1, 2022 – JUNE 30, 2025

DC - 2022 - 219

TABLE OF CONTENTS

| <u>ARTICLE</u> | <u>PAGE</u> |
|--|-------------|
| 1. <u>PREAMBLE AND SCOPE</u> | 5 |
| 2. <u>RECOGNITION</u> | 5 |
| 3. <u>ASSOCIATION DUES AND FAIR SHARE PAYMENTS</u> | 6 |
| 4. <u>MANAGEMENT RIGHTS</u> | 7 |
| 5. <u>EMPLOYEE RIGHTS</u> | 9 |
| 6. <u>NO STRIKES AND NO LOCKOUTS</u> | 9 |
| 7. <u>ASSOCIATION BUSINESS</u> | 10 |
| 8. <u>BULLETIN BOARD</u> | 10 |
| 9. <u>OUTSIDE EMPLOYMENT</u> | 10 |
| 10. <u>SENIORITY AND LAYOFF</u> | 11 |
| 11. <u>HOURS OF WORK</u> | 12 |
| 12. <u>WORKING OUT OF CLASSIFICATION</u> | 13 |
| 13. <u>COMPENSATION</u> | 14 |
| 14. <u>MILEAGE AND EXPENSE REIMBURSEMENT</u> | 17 |
| 15. <u>PAY STEPS</u> | 17 |
| 16. <u>OVERTIME & COMPENSATORY TIME</u> | 18 |
| 17. <u>COURT TIME</u> | 18 |
| 18. <u>CALL BACK TIME</u> | 19 |
| 19. <u>LONGEVITY</u> | 19 |

TABLE OF CONTENTS

| <u>ARTICLE</u> | <u>PAGE</u> |
|---|-------------|
| 20. <u>PROFESSIONAL CERTIFICATION</u> | 20 |
| 21. <u>EDUCATIONAL EXPENSES</u> | 21 |
| 22. <u>HOLIDAYS</u> | 21 |
| 23. <u>VACATION TIME</u> | 22 |
| 24. <u>SICK LEAVE</u> | 24 |
| 25. <u>WORKERS' COMPENSATION</u> | 25 |
| 26. <u>LEAVE OF ABSENCE WITH PAY</u> | 26 |
| 27. <u>LEAVE OF ABSENCE WITHOUT PAY</u> | 27 |
| 28. <u>OTHER LEAVES</u> | 27 |
| 29. <u>JURY DUTY</u> | 28 |
| 30. <u>RETIREMENT</u> | 29 |
| 31. <u>INSURANCE</u> | 29 |
| 32. <u>UNIFORMS AND EQUIPMENT</u> | 31 |
| 33. <u>FIREARMS AND FIREARMS TRAINING</u> | 31 |
| 34. <u>GRIEVANCE PROCEDURE</u> | 32 |
| 35. <u>DISCIPLINE AND DISCHARGE</u> | 34 |
| 36. <u>PROBATIONARY PERIOD</u> | 35 |
| 37. <u>DRUG AND ALCOHOL POLICY</u> | 36 |
| 38. <u>GRIEVANCE COMMITTEE</u> | 36 |
| 39. <u>ASSOCIATION REPRESENTATIVE</u> | 36 |
| 40. <u>PERSONNEL FILE</u> | 37 |
| 41. <u>RULES</u> | 37 |
| 42. <u>FUNDING</u> | 37 |

TABLE OF CONTENTS

| <u>ARTICLE</u> | <u>PAGE</u> |
|-------------------------------------|-------------|
| 43. <u>TRANSFERS</u> | 38 |
| 44. <u>SAVINGS CLAUSE</u> | 38 |
| 45. <u>COMPLETE AGREEMENT</u> | 39 |
| 46. <u>DURATION</u> | 39 |

**AGREEMENT BETWEEN DESCHUTES COUNTY, OREGON
AND
DESCHUTES COUNTY SHERIFF EMPLOYEES ASSOCIATION**

1. PREAMBLE AND SCOPE

- A. This Agreement is entered into this 1st day of July, 2022, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and the DESCHUTES COUNTY SHERIFF EMPLOYEES ASSOCIATION, hereinafter referred to as "Association" and shall be in effect through June 30, 2025.**
- B. This Agreement shall apply to regular full-time and regular part-time (20 hours per week or more) Sheriff's Office personnel, including law enforcement, corrections, and clerical functions, excluding elected officials, supervisors, confidential employees, and volunteers.**

2. RECOGNITION

- A. The County recognizes the Association as the sole and exclusive representative with respect to wages, hours and specified conditions of employment, for all regular full-time and part-time (20 hours per week or more), employees included in the bargaining unit, as set out below.**
- B. The following job classifications are included in the bargaining unit.**
 - (1) Deputy Sheriff**
 - (2) Records Specialist**
 - (3) Civil Technician**
 - (4) Evidence Technician**
 - (5) Mechanic**
 - (6) Digital Forensic Detective**
 - (7) Corrections Nurse**
 - (8) Field Technician**
 - (9) Corrections Classification Specialist**
 - (10) Corrections Technician**
 - (11) Emergency Services Coordinator**
 - (12) Sheriff's Office Building Maintenance Specialist**
- C. The County, when exercising the right to create or combine positions, shall meet with the authorized representative of the**

Association for the purposes of determining if the position or positions should be included within the bargaining unit. If, after a meeting of the parties, a dispute remains concerning the appropriateness of inclusion or exclusion of a position, parties shall jointly petition the Employment Board for unit clarification.

- D. If the duties of any classification are substantially changed, or if a new classification is added into the bargaining unit, the following procedure shall apply:
1. If the Sheriff forwards to the Association a proposed wage scale for the new or changed classification, the Association will then have the right to reopen the contract for the sole purpose of negotiating a wage for that classification.
 2. In the event the Association believes that the duties of an existing classification have been substantially changed or that a new classification has been added into the bargaining unit, but the Sheriff does not forward to the Association a proposed wage scale for the classification, the Association shall have the right to send a letter to the Sheriff asserting the right to reopen this Agreement for the sole purpose of negotiating a wage for the new or changed classification.
- E. If, after the procedures set forth in paragraph (1) or (2) above have been followed, the parties are unable to agree to the pay range, the question of the appropriate pay scale for the classification shall be submitted to arbitration pursuant to the grievance procedure in this Agreement. Negotiations under the above provisions shall last no longer than 30 days.

3. ASSOCIATION DUES AND FAIR SHARE PAYMENTS

- A. When an employee provides written authorization to the County, the County will deduct from the employee's salary, an amount equal to the fees or dues required to be a member of the Association.
- B. An employee may cancel his/her payroll deduction of dues by written notice to the County and the Association. The cancellation will become effective no later than the second payroll after receipt of the notice.
- C. Dues amounts to be deducted shall be certified to the County by the Treasurer of the Association, and the aggregate deductions of all employees shall be remitted to the Treasurer of the Association

by the County not later than the 10th day of the following month after such deductions are made. The amount to be deducted by the County shall be determined in accordance with the provisions of the Association's constitution.

- D. The County agrees to furnish the Association each month a listing of all bargaining unit employees covered by this Agreement.
- E. The Association agrees that it will indemnify, defend and hold the County harmless from all suits, actions, proceedings or claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement, or any combination thereof, on account of compliance with this Section. In the situation where an employee requests to cease his or her dues payments and the County does not comply with this request, the County shall be responsible for any claims related to its failure to comply with that request.

4. MANAGEMENT RIGHTS

- A. The County retains all the customary, usual and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the County or any part of it. The rights of employees in the bargaining unit and the Association are limited to those specifically limited by the terms of 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, any subjects covered by the terms of this Agreement and closed to further bargaining for the term hereof, and any subject which was or might have been raised in the course of collective bargaining except as provided in O.R.S. 243.
- B. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the County shall include the following:
 - (1) To determine the service to be rendered to the citizens of the County.
 - (2) To direct and supervise all operations, functions and policies of the Sheriff's Office in which the employees in the bargaining unit are employed, and operations, functions and policies in the remainder of the County as they may affect employees in the bargaining unit.

- (3) To close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, officers, branches, operations or facilities for budgetary or other reasons.
- (4) To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
- (5) To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, appearance, methods, and procedures.
- (6) To implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- (7) To assign and distribute work.
- (8) To contract or subcontract work which is not now performed by members of the bargaining unit. In the event the County decides to contract or subcontract work which is now performed by members of the bargaining unit, at the Association's option, the matter shall be submitted to the grievance procedure contained in this Collective Bargaining Agreement.
- (9) To assign shifts, workdays, hours of work and work locations.
- (10) To designate and to assign all work duties.
- (11) To introduce new duties and to revise job classifications and duties within the unit.
- (12) To determine the need for and the qualification of new employees, transfers and promotions.
- (13) To discipline, suspend, demote or discharge an employee so long as such action is not arbitrary, in bad faith, or without just cause.
- (14) 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.

5. EMPLOYEE RIGHTS

- A. Employees shall have the right to form, join and participate in the activities or matters of their own choosing, for the purpose of representation of matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of the Association. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by either the County or the Association because of the exercise of these rights.
- B. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, physical or mental disability, union affiliation or political affiliation, except for bona fide job requirements.

6. NO STRIKES AND NO LOCKOUTS

- A. The Association and its members, as individuals or a group, will not initiate, cause, promote, permit, participate in or join in any strike, work stoppage, or slow-down, picketing or any other restrictions or work at any location. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line, except that such picket line may be honored if crossing the picket line would be unreasonably dangerous or hazardous to the employee.
- B. The County agrees that there will be no lockouts during the term of this Agreement.
- C. In the event of strike, work stoppage, slow-down, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately use every good faith effort to secure an orderly return to work of its members. This obligation and the obligation set forth above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage, or by whether such subject matter is or is not subject to the provisions of the Agreement.

7. ASSOCIATION BUSINESS

- A. Members of the bargaining unit elected to serve as authorized representatives of the Association shall perform their duties as representatives of the Association on their own time, except as provided in subsection B of this Section. The Association negotiation team shall be comprised of the Executive Board, four (4) of which are on duty. The Sheriff's Office shall not incur overtime as a result of this provision.
- B. The County shall allow up to the combined total of one hundred fifty (150) hours per year to the authorized representatives of the Association for the purpose of conducting Association business, exclusive of contract negotiations. Scheduling of time for Association business shall be by mutual agreement with the Association representative's supervisor and shall be documented on payroll records the same as any other time-off request.
- C. The County shall allow the use of the Sheriff's Office phones, copier, tape recorders and fax for Association business. The Association shall reimburse the Sheriff's Office for expenses exceeding \$250 per fiscal year.

8. BULLETIN BOARD

The County agrees to maintain a minimum of four (4) square feet of bulletin board space in each separate division and/or building used by Sheriff personnel to be used by the Association, not to exceed a total of six (6) bulletin boards.

9. OUTSIDE EMPLOYMENT

- A. Authorization for an employee to engage in outside employment shall be granted by the Sheriff if, in the reasonable judgment of the Sheriff, the employment meets the following conditions:
 - (1) The employment must not conflict with the employee's work.
 - (2) The employment must in no way be a discredit to the Sheriff, Sheriff's Office, or the County.
 - (3) The employment must in no way detract from the efficiency of the employee and their duties.

(4) In any situation where extra duty will be necessary in the employee's County work, such extra duty will take preference to the employee's outside employment.

(5) No employee shall perform any service or employment during County working hours for which he/she receives additional outside compensation.

- B. The Sheriff may withdraw authorization for any outside employment if the employee or employment violates any of the conditions set forth in Section A above.

10. SENIORITY AND LAYOFF

A. Seniority, as used in this Agreement, is determined by the length of an employee's continuous full-time service with the Sheriff's Office. Part-time employees will not accrue seniority for full-time purposes (see Section G below). Any employee on leave which is not paid leave, or leave mandated by law, may accrue up to ninety (90) days seniority.

B. The County will provide the Association with a copy of the seniority list upon request from the Association, which will then be posted on the bulletin board.

C. An employee shall lose all seniority in the event of voluntary resignation, discharge for cause, is laid off and fails to respond to written notice as provided in Paragraph F, of this Agreement, is laid off work for a period of time greater than twenty-four (24) months, fails to report to work at the termination of an extended leave of absence, or while on a leave of absence accepts employment without permission, or is retired.

D. Layoffs within job classification shall be in the inverse order of seniority as defined in Paragraph A. The classifications of Deputy Sheriff and Detective are considered the same job classification.

An exception to layoff in the inverse order of seniority may be made and a senior employee may be laid off before a junior employee when the junior employee is performing the job in question in a substantially superior manner, taking into consideration job performance, experience and other relevant factors.

E. Employees shall be recalled in the inverse order of layoff if positions become available in the job classification from which the employee was laid off. An employee's failure to respond to a recall

notice as specified by Paragraph F of this Agreement, shall constitute a waiver of the employee's recall rights.

- F. For the purpose of recalling employees from layoff, the following procedures will be followed:
 - (1) For layoffs of less than five (5) days, a personal visit by the County representative or a phone call from the County will suffice.
 - (2) For layoffs of five (5) days to one month in duration, employees will have seven (7) days from the date that a certified notice is mailed to report to work unless a longer period is mutually agreed upon in writing.
 - (3) For layoffs longer than one month employees will have fourteen (14) days from the date that certified notice is mailed to report to work unless a longer period is mutually agreed upon in writing.
- G. Part-time employees have seniority for layoff/recall purposes, shift bidding and vacation bidding within the part-time classifications only.

11. HOURS OF WORK

- A. A normal workday is defined as a twenty-four (24) hour period commencing with the beginning of the employee's scheduled shift day.
- B. The regular shift hours of work each day shall be consecutive, and shall include a one-half (1/2) hour paid lunch period for deputies, detectives, corrections deputies, field law enforcement technicians and nurses. Corrections deputies may not leave their workstation during the lunch period, but each corrections deputy assigned to the jail shall be provided, at no cost to them, one (1) meal from the correctional facility kitchen during the assigned work shift.
- C. Employees may, at the sole discretion of the Sheriff, be assigned to work a 5-8 schedule, a 4-10 schedule or a 4-12 schedule. The Sheriff reserves the right to determine which schedule an employee will work. The normal work shifts and work periods for these schedules are defined as follows:
 - (1) 5-8 Schedule: A regular work shift on each workday shall consist of eight (8) hours per day during a seven (7) day work period.

- (2) 4-10 Schedule: A regular work shift on each workday shall consist of ten (10) hours per day during a seven (7) day work period.
- (3) 4-12 Schedule: Employees assigned to a 4-12 schedule will, at the discretion of the Sheriff, work one of the following shifts:
 - (a) Two (2) days, 24 hours off, two (2) nights, four days off;
 - (b) Straight days; or
 - (c) Straight nights

- D. The start time for each work shift will be determined by the Sheriff.
- E. All hours worked in excess of an employee's regularly scheduled shift shall be considered overtime. Pursuant to the provisions of 29 U.S.C. §207 (k), for purposes of determining overtime, County elects to establish an eight (8)-day work period for employees working a 4-12 schedule.
- F. Work schedules showing the employee's work days and hours shall be posted on the Office's bulletin board. Except for emergency situations, and for the duration of the special or emergency situation, changes in work schedules shall be posted fourteen (14) days prior to the effective date of the change.

12. WORKING OUT OF CLASSIFICATION

- A. An employee designated to work temporarily for a period of forty (40) consecutive hours or more in a higher classification shall be compensated at the rate of pay of the higher classification for all hours worked in that classification.
- B. Any employee who is designated as a temporary supervisor shall:
 - (1) Receive a salary provided for and be subject to the conditions in Section A above.
 - (2) Assume all duties and be subject to the working conditions of other supervisors in the Office of similar rank for the duration of the temporary appointment.

- (3) Remain a member of the bargaining unit and receive the same benefits covered by this Agreement. Association dues will continue to be deducted during the temporary assignment.

13. COMPENSATION

- A. For the contract period of July 1, 2022 through June 30, 2023 the wage schedule shall be amended to reflect a COLA equal to the "average 12-month CPI percentage" from the twelve months of the Consumer Price Index for All Urban Consumers (CPI-U), West Region, Size Class B/C cities using each month's CPI 12-month percentage change from February 2021 to January 2022. The CPI% used for each month is the "12-month percent change" - meaning the month is compared (for the CPI index) to the same month from the previous year. The COLA shall have a minimum increase of not less than one and a half percent (1.5%) and a maximum increase of not more than three and a half percent (3.5%). Appendix C shows the calculation methodology for an example period.

For the contract period of July 1, 2023 through June 30, 2024 the wage schedule shall be amended to reflect a COLA equal to the "average 12-month CPI percentage" from the twelve months of the CPI-U, West Region, Size Class B/C cities using each month's CPI 12-month percentage change from February 2022 to January 2023. The CPI% used for each month is the "12-month percent change" - meaning the month is compared (for the CPI index) to the same month from the previous year. The COLA shall have a minimum increase of not less than one percent (1.0%) and a maximum increase of not more than four percent (4.0%). Appendix C shows the calculation methodology for an example period.

For the contract period of July 1, 2024 through June 30, 2025 the wage schedule shall be amended to reflect a COLA equal to the "average 12 month CPI percentage" from the twelve months of the CPI-U, West Region, Size Class B/C cities using each month's CPI 12-month percentage change from February 2023 to January 2024. The CPI% used for each month is the "12-month percent change" - meaning the month is compared (for the CPI index) to the same month from the previous year. The COLA shall have a minimum increase of not less than one percent (1.0%) and a maximum increase of not more than four percent (4.0%). Appendix C shows the calculation methodology for an example period.

- B. Effective the first pay period following approval of contract and the receipt of all required signatures, salary ranges will be adjusted as set forth in Exhibit A.
- C. **Pay Periods.** Employees shall be paid on a monthly basis, and shall receive the check on the last working day of the month. In the event the regular payday shall fall on a Saturday, Sunday, or a County recognized holiday, the last preceding regular workday shall be the regular payday in lieu of the last day of the month.
- D. Deputy Sheriffs must have a DPSST Intermediate or Advanced Certificate to be eligible to advance to Step 5. If the annual step increase is denied due to not having the required certification, and the certification is obtained at a later date, the step increase will be granted 30 days after the certification is granted. No retroactive pay will be issued. When an employee has met the requirements set by DPSST to obtain certification, and an application is submitted to DPSST, certification pay shall be granted effective the date Sheriff signs the application rather than the date when the certification is processed by DPSST.
- E. If a DCSEA Deputy applies for a new Deputy position such as Corrections or Patrol and is hired, pay steps will be determined by the following guidelines:
 - (1) Deputies without DPSST certifications will maintain their current hourly pay rate until their annual review date occurs.
 - a. Annual review date will remain the same as previous position.
 - b. 12-month probation will start on new hire date.
 - (2) Deputies currently receiving DPSST certification pay will be placed at Step 4 on the hourly pay scale until DPSST certification is achieved in their new discipline.
 - a. DPSST Certification pay will stop until the employee is granted the DPSST certification in the new discipline (monetary loss).
- F. Deputies assigned to K-9 duty are responsible for the care and maintenance of the assigned canine and shall be compensated additional pay of \$400.00 per month based on minimum wage. The additional pay is intended to compensate the officer for the ordinary off-duty care and maintenance of the canine and meet minimum wage requirements under the law. Deputies assigned to K-9 duty

will not receive overtime wages for the care and maintenance of the canine.

- G. Employees assigned as Training Officers (TO's) for the FTEP program shall receive additional compensation of \$22.00 per day while working a shift as a TO. An employee does not need to be off of probation to receive this incentive.
- H. As approved by the Sheriff and demonstrated need in the Office, bi-lingual employees can receive \$150.00 additional monthly bi-lingual pay compensation for translations or signing language. Employees shall be required to pass an approved bi-lingual test prior to receiving the compensation and yearly thereafter.
- I. Employees may be assigned to positions such as SWAT, K9, TO's, Detectives, or other special assignments at the discretion of the Sheriff. Such assignments may be withdrawn and/or the employees reassigned at any time by the Sheriff based on the operational needs of the Sheriff's Office. Any additional compensation afforded to employees as a result of these discretionary assignments will terminate at the conclusion of the assignment.
- J. Anniversary date is defined as date of hire in a specific classification.
- K. Employees assigned to work a 4-12 schedule will, for each month in which the employee works a 4-12 schedule for the full month, receive additional compensation at the rate of 9.2 hours times the employee's regular rate of pay, converted to an hourly rate. If an employee works 4-12 shifts for less than the full month, the employee will receive this additional compensation prorated to the percentage of hours the employee is assigned to work 4-12 shifts in the month.
- L. Employees designated by the Sheriff as on-call shall be compensated at the rate of three (3) hours of standby pay for days the employee is not scheduled to work. All standby time shall be paid at the overtime rate of time and one-half (1 ½) the regular hourly rate of pay. Employees will receive both standby pay as well as callback pay when called back to work while on standby.
- M. Lateral Sworn, New-Hire Deputy Sheriff Incentive Compensation:
 - Certification and ORPAT Pay:
 - For Oregon Certified new-hire applicants, certificate pay begins upon hire date.

- 6% - Intermediate
- 11% - Advanced
- Out of State Certified new-hire applicants will receive certificate pay as soon as certification is granted by DPSST.
- 3% ORPAT pay begins upon hire date.

Compensation:

- 50 hours Compensatory Bank issued upon hire date.
- Lateral certified applicants with up to 60 months experience begin at pay step 2-\$32.8764/hr.
- Lateral certified applicants with 61 months or more experience begin a pay step 3-\$34.5180/hr.

14. MILEAGE AND EXPENSE REIMBURSEMENT

- A. An employee authorized and directed to utilize their own vehicle in the performance of official County duties shall be compensated at the IRS rate for the reasonable mileage necessary in conjunction with such duties.
- B. Subsistence allowance for authorized official overnight trips shall be compensated on the basis of reasonable actual expense, in accordance with the County's Employee Reimbursement Policy.
- C. During the course of the recruit school presently conducted at Salem, Oregon, recruits will be compensated by the County at their regular wages. DCSO members attending the Academy will be provided with a Sheriff's Office vehicle and gas card for transportation to and from the Academy. Members are required to carpool to and from the Academy, unless prior authorization is made with the Division Commander. If using your POV, no reimbursement of fuel or mileage will occur.

15. PAY STEPS

- A. An employee shall advance to the next step of his/her pay range upon completion of the first 12 months of his/her probationary period and receipt of a meets standards performance evaluation.
- B. If an employee is hired on the first of the month through the 15th of the month, the performance evaluation will be completed within the month of hire, and if a step increase is granted it will be retroactive to the first of the month. If an employee is hired on the 16th of the month through the end of the month, the performance evaluation will be completed the following month and if a step increase is granted it will be retroactive to the first of that month.

- C. An employee is eligible for a step increase every twelve months thereafter unless they have reached the top step of the range.
- D. Step increases shall be granted for employees who meet standards.
- E. Individual performance evaluations are not grievable. However, if as a result of a performance evaluation an employee is denied an increase, or if the performance evaluation includes criticism of an employee for which progressive discipline has never been utilized, then the performance evaluation may be grieved through Step 2 of Article 34. However, if the Sheriff uses the performance evaluation process for other than evaluating the performance of employees in order to deny employees step increases, a pattern of improper evaluations may be grieved by the Association through Step 3 of Article 34.

16. OVERTIME & COMPENSATORY TIME

- A. Overtime, as used in this Agreement, shall mean that time an employee is authorized and directed to work in excess of their regularly scheduled shift in accordance with Article 11, above.
- B. Overtime shall be computed to the nearest fifteen (15) minutes.
- C. Overtime shall be paid at a rate of time-and one-half (1 ½) times the regular hourly rate of pay.
- D. In lieu of overtime pay, by mutual agreement between the employee and the Sheriff, a non-exempt employee may receive compensatory time off at the rate of one and one half (1 ½) hours for each overtime hour worked. Compensatory time accrual shall not exceed fifty (50) hours. Compensatory time off requests will be handled the same as vacation requests subject to the reasonable operational needs of the Sheriff.

17. COURT TIME

- A. Court time, as defined in this Agreement, is any legal, equitable, or administrative proceeding arising as a result of the performance of the employee's duties, where the employee is subpoenaed to appear in court on a civil or criminal case.
- B. Authorized court time outside the regular duty hours shall be compensated at the overtime rate for a minimum of four (4) hours.

- C. Employees shall not be paid for more than one court appearance per calendar day unless the start time for the second call-in is at least 4 hours after the first call in. This section shall not apply if the scheduled court appearance occurs 1 hour or less before the beginning of the employee's regular shift or if the appearance extends the employees' regular shift by 1 hour or less.
- D. If a court or hearing appearance is scheduled for an employee's day off and is canceled without actual notification to the employee being received within eighteen (18) hours of such appearance time, the employee shall be paid for four (4) hours at their overtime rate.
- E. All witness fees, mileage allowance, and related remuneration paid for appearance in court proceedings during the employee's scheduled shift, or for which the employee is entitled to compensation by the County, shall be turned over to the County.

18. CALL BACK TIME

- A. When the employees are recalled by the County to active duty, they shall be compensated at the overtime rate for a minimum of four (4) hours, regardless of the length of the callback.
- B. When the Sheriff determines it necessary to utilize additional personnel to provide shift coverage, such replacement personnel shall be selected from a list furnished by the Association consisting of bargaining unit personnel, within their respective divisions.

If no bargaining unit personnel are available from the list to work, then reserve personnel may be used.

19. LONGEVITY

Full-time employees who have worked continuously for the County shall receive additional pay per month for each five years of continuous full-time service worked as outlined below:

\$90.00 FY 22/23

\$92.50 FY 23/24

\$95.00 FY 24/25

During each fiscal year beyond FY 21/22 the County agrees to provide Association members pay for longevity in equal measure to that provided to County non-represented employees.

20. PROFESSIONAL CERTIFICATION

Each employee who qualifies for payment under this Section shall be paid for professional certification as follows:

- A. The County agrees to pay the premiums set forth to those Deputies and Detectives who qualify under the following terms:
- (1) A six (6) percent increase in the base pay upon satisfying the following requirements:
 - a. Must obtain an intermediate DPSST certification.
 - b. Maintain for previous twelve (12) months and continue to maintain a satisfactory evaluation in the Deschutes County Sheriff's Office.
 - (2) An eleven (11) percent increase in base pay upon satisfying the following requirements:
 - a. Must obtain an advanced DPSST certification.
 - b. Maintain for previous twelve (12) months and continue to maintain a satisfactory evaluation from the Deschutes County Sheriff's Office.
 - (3) Any DPSST Certified employee and Field Law Enforcement Technician, except new-hire probationary employees, who annually run and pass ORPAT, will receive an additional three (3) percent of base pay. If DPSST makes an annual test and passage a condition of continuing employment for all certified employees, this incentive will not be paid after implementation of such a rule.
- B. The base pay shall be defined as that step of the range which the officer is assigned.
- C. With the exception of paragraph A3 of this article, an officer who qualifies for premium payment under this Section shall be entitled to payment under only one paragraph. Premiums are not cumulative.

21. EDUCATION EXPENSES

- A. The County will supplement State and Federal police education funding with County funds, if necessary, to provide partial reimbursement, as defined in paragraph B, of the cost of tuition for non-probationary members of the bargaining unit to enroll in approved degree courses which may be applied to an AA/AS, BA/BS, or MA/MS degree, subject to prior approval of the course and completion of the course with a grade of C or better.
- B. The following conditions apply to education expense reimbursement:
- (1) Prior to receiving County funding an employee must declare a major or course of study.
 - (2) Reimbursement shall be made at the rate of eighty percent (80%) per credit cost as set by Oregon State University, Cascade Campus.
 - (3) Reimbursement shall be limited to a maximum of one hundred (100) hours of lower division credit and ninety (90) hours of upper division credit. Calculations of hours shall include any accrued credits of a member. The cost of only one degree at any level will be eligible for reimbursement. (Ex: one bachelor's degree and one master's degree.)
 - (4) The County shall maintain a list of approved degree curriculums which include: Criminal Justice, Business Management, Corrections Science, Computer Science, Psychology, and any other job-related degree approved by the Sheriff.
 - (5) Any member not qualified for reimbursement because of maximum credit accrual shall none the less be eligible for tuition reimbursement for approved job related courses.

22. HOLIDAYS

- A. Each employee in the bargaining unit shall be entitled to receive one hundred four (104) hours per year of vacation time in lieu of holidays. An employee shall accrue vacation time in lieu of holidays at the rate of 8.66 hours per month. The maximum accrual of time in lieu of holidays shall be as specified in Article 23.

- B. An employee who is regularly scheduled to work on Thanksgiving Day, Christmas Day, or New Year's Day, in addition to their regular pay, he/she shall be paid holiday pay at one half their regular pay. One half is defined as 50% of the employee's regular hourly compensation.
- C. An employee who works an overtime shift, meaning a shift outside of their regularly scheduled shift, on Thanksgiving Day, Christmas Day or New Year's Day shall receive holiday pay, defined as 50% of the employee's regular hourly compensation, in addition to their overtime.
- D. Accrued holiday time may be paid to an employee or their beneficiary in the event of death or separation of employment.

23. VACATION TIME

- A. Vacation leave shall be credited monthly at the following rates.

| Months of Service | Years | Vacation Hrs Per Year | Vacation Hrs Per Month |
|-------------------|---------|-----------------------|------------------------|
| 12 – 60 | 1 – 5 | 96 Hours | 8 Hours |
| 61 – 120 | 5 – 10 | 120 Hours | 10 Hours |
| 121 – 180 | 10 – 15 | 144 Hours | 12 Hours |
| 181 – 240 | 15 – 20 | 168 Hours | 14 Hours |
| 241+ | 20+ | 180 Hours | 15 Hours |

- B. Continuous service for the purpose of accumulating vacation leave credit shall be service unbroken by separation from the County, except that time spent by an employee on military leave, paid sick leave, leave authorized by the Family Medical Leave Act, or Oregon Family Leave Act, time off resulting from an occupational disability, and paid education or law enforcement training leave, shall be included as continuous service. Time spent on other types of authorized leave without pay will not be counted as part of continuous service, provided that employees returning from such leave and employees on layoff status shall be entitled to credit for service prior to the leave or layoff.
- C. On April 1st of each year, any employee with accrued combined holiday and vacation leave greater than 360 hours shall forfeit the amount over the maximum accumulation. No payment shall be made for holiday or vacation time lost by an employee because of accrual limitations, unless the failure to take vacation is caused by

the County or the Sheriff's insistence that the employee be at work during their scheduled vacation.

- D. Vacation sign up shall be conducted annually during the month of January through the use of vacation bid sheets. There shall be separate vacation schedules for each division. Employees shall be permitted to request vacation on either a split or an entire basis. Vacation time shall be selected by team on the basis of seniority, subject to the reasonable operational needs of the Sheriff. Provided, however, each employee will be permitted to exercise their right of seniority only once annually for a two-week period of time taken as a block, or two one-week increments. After all employees have had the opportunity to exercise their seniority once for vacation purposes, all employees shall have the right to select their remaining vacation days by seniority, subject to the reasonable operational needs of the Sheriff. Seniority rights may be exercised through a maximum of three rounds. Confirmation of vacation times shall be posted by March 1. Once the seniority sign-up process is complete, requests for additional time off will be prioritized on the basis of first-come-first-served.
- E. In the event of separation from employment, the employee shall be entitled to payment for accrued unused vacation leave. In event of death, earned but unused vacation leave shall be paid to the person or persons entitled to receive payment in accordance with state law.
- F. By the last Monday in October of each year, the Sheriff will notify the Association how much money is available for employees to cash out their vacation or holiday time. The employees will have one (1) week to sign up to request the County to buy back from them not more than 80 hours of compensable time. The County will buy out the employees, at their request, subject to money being available at the employee's current rate of pay. The hours sold will be included in the employee's November paycheck.
- G. To be eligible to cash out their vacation or holiday time the employee must have a bank of at least one year's accrual of the hours they earn.
- H. To be eligible to cash out their vacation or holiday time, the employee during the first five years of employment is required to take a minimum of 40 hours of vacation or holiday time per year (November 1 to October 31). Thereafter, employees shall be required to take a minimum of 80 hours of vacation or holiday time per year (November 1 to October 31).

24. SICK LEAVE

- A. Employees shall accumulate sick leave at the rate of eight (8) hours for each full month of continuous service. Accumulation of sick leave is unlimited. However, when an employee retires from County Service, they will be paid for one-half of the accumulated portion of sick leave above 960 hours.**
- B. Sick leave shall be used only for the following:**
- (1) An employee is physically unable to perform duties because of illness or injury. The employee shall notify their immediate supervisor as soon as possible prior to the beginning of the shift. At the request of the immediate supervisor or another superior, the employee will obtain certification of an attending physician, documenting the nature and proof of illness.**
 - (2) To obtain medical or dental care.**
 - (3) As the result of exposure of a contagious disease under circumstances by which the health of fellow employees or the public could be endangered.**
 - (4) Due to the illness of an employee's mother, father, spouse, sister, brother, children, grandparents or other close relatives; except as provided under Oregon and Federal Family Medical Leave laws; up to three (3) working days in succession per occurrence may be used for these purposes. The employee's immediate supervisor may grant additional days if special circumstances exist.**
 - (5) Parental leave shall be in accordance with Federal and Oregon family leave laws.**
 - (6) Other leave allowed pursuant to the provisions of the Family Medical Leave Act and/or the Oregon Family Leave Act.**
- C. Upon application by the employee, sick leave without pay and other employee benefits may be granted by the County for the remaining period of disability after accrued sick leave has been exhausted. The County may require that the employee submit a certificate from a physician periodically during the period of such absence. Sick leave and vacation credits shall not be accumulated during the period of such absence.**

- D. In the event that an employee needs to utilize their allowance of sick leave, that employee shall notify the on-duty supervisor of the pending absence prior to the beginning of their assigned shift. Such notification should be made at the earliest possible time prior to the commencement of the employee's work shift, and will include the nature or reason for the absence and the expected length of the absence, unless the employee is unable to do so because of the serious nature of the illness or injury. If a supervisor is unavailable, a message may be left at the main office.
- E. Unused sick leave credits shall be converted to retirement benefits to the extent allowed under the PERS system.
- F. When an injury occurs in the course of employment, and the employee has exhausted all pay provided in Article 25, the County's obligation to pay under the sick leave section is limited to the difference between any payment received under Workers' Compensation laws and the employee's net salary. An employee may elect not to receive such sick leave pay under this article. When an employee receives sick leave pay under this Article, pro-rata charges will be made against accrued sick leave.
- G. A physician's statement documenting an employee's illness may be required at the option of the Sheriff or their designee if an employee utilizes more than three (3) consecutive days of sick leave, or if the employee is demonstrating a pattern of sick leave abuse. Abuse of sick leave privileges shall be treated in accordance with the discipline and discharge provisions of this Agreement.
- H. Sick leave is provided by the County in the nature of insurance against loss of income due to illness or injury. Except as otherwise provided in this Agreement, no compensation for accrued sick leave shall be provided for any employee upon their death or termination of employment for whatever reason. Sick leave shall not accrue during any period of leave of absence without pay. In the event of an employee's death in the line of duty, one-half of the employee's accumulated but unused sick leave shall be payable to the person or persons entitled to receive payment in accordance with state law.

25. WORKERS' COMPENSATION

When an accepted on-the-job injury occurs during the course and scope of employment which prevents the employee from returning to any available position (per the treating physician's authorization), the County will continue the worker's regular gross salary for up to an annual total of

575 eligible hours each fiscal year. Eligible hours are those that are regularly scheduled for the employee each month. Extensions beyond 575 hours accrued during a fiscal year may be granted by unanimous Board of County Commissioners, Sheriff and Risk Manager agreement. Each approved extension will consist of 192 additional hours. Benefits begin after three (3) calendar days after the employee leaves work or loses wages as a result of a compensable injury.

26. LEAVE OF ABSENCE WITH PAY

- A. An employee shall be granted not more than three (3) days funeral leave with regular salary in the event of death in the immediate family of the employee. An employee shall be granted five (5) days if out-of-state travel is required. At the employee's option, and upon notice to the County, an employee may elect to take an additional three (3) work days without pay, which shall be taken consecutively with the funeral leave with pay specified herein. An employee's immediate family shall include spouse, parent, children, brother, sister, mother-in-law, father-in-law, grandparents, and members of the employee's immediate household. For any other close relative, an employee may take funeral leave in accord with this paragraph, but the time taken will be charged against sick leave or vacation, depending upon which one the employee elects. Leave provided in this section is concurrent to any leaves provided under OFLA when eligible.
- B. When an employee serves as a pallbearer, or in some other way participates in a funeral ceremony during their regular working hours, he/she will be granted a leave of absence with pay for the period necessary so to participate, up to the number of hours in their regularly scheduled shift.
- C. A full-time employee who has been continuously employed by the County for a period of six months shall be entitled to leave with pay for a period not exceeding fifteen (15) working days, in accordance with ORS 408.290, in any one federal fiscal year (October 1 through September 30) for a period of annual active duty for training as a member of the National Guard, National Guard Reserve, or any reserve component of the Armed Forces of the United States, or the United State Public Health Service provided the employee has made written application therefore. Military leave with pay may only be granted when the employee provides confirming documentation (military orders, training/drill schedule or other official documents) for the absence.

27. LEAVE OF ABSENCE WITHOUT PAY

- A. Except as otherwise required by law, requests for leaves of absence without pay may be approved in accordance with the following provisions:**
- B. Upon request by an employee, the Sheriff may grant a leave of absence without pay not to exceed ninety (90) calendar days.**
- C. Leaves of absence without pay for periods in excess of the leave provided by Section 26 of this Agreement must be approved by the Sheriff, and may not be granted in increments of more than ninety (90) days.**
- D. During such leave, the County will maintain at employee expense all benefits, with the exception of vacation and sick leave accrual, provided by this Agreement.**
- E. Failure of an employee to pay the premiums for benefits in advance shall result in the termination of the leave of absence.**

28. OTHER LEAVES

- A. Parental leave, not to exceed six months, may be granted without pay upon request of the employee. Parental leave may be extended or renewed for an additional period. Leave provided in this section is concurrent to any leaves provided under FMLA and/or OFLA leave when eligible.**
- B. Employees elected to any Association office, or selected by the Association to do work which takes them from their employment with the County, may be recommended by the Sheriff for a leave of absence without pay. Members of the Association selected to participate in other union activity shall, to the extent consistent with the operating requirements of the Sheriff's Office, be granted a leave of absence without pay, or by utilizing accumulated but unused compensatory time or vacation at the request of the Association and the employee. Any employee who has been granted such 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 their position with the County unless the employee, prior to expiration of said leave of absence, has made application for and has been granted an extension of said leave or has furnished evidence that he/she is unable to return by reason of illness or injury.**

- C. After completing one year of continuous service, a full-time employee, upon written request, may be granted a leave of absence without pay by the Sheriff for the purpose of upgrading their professional ability through enrollment in educational courses related to their employment at an accredited school. The period of such leave of absence shall not exceed one year, but may be renewed or extended upon request of the employee and approval by the Sheriff. One year leaves of absence, with requested extensions, for educational purposes may not be provided more than once in any three year period.
- D. Employees may be granted time off with pay for educational purposes for reasonable lengths of time to attend conferences, seminars, briefing sessions, training programs and other programs of similar nature that are intended to improve or upgrade the employee's skill and professional ability, when ordered by the Sheriff.
- E. Employees shall be allowed to take parental leave in accordance with Oregon and Federal Law. In addition, employees are required to utilize their sick time, compensatory time, holiday time, vacation time, and personal time to be charged against parental leave. The employee will inform the County as to which accumulated time they will be utilizing during the twelve (12) week period. Leave provided in this section is concurrent to any leaves provided under FMLA and/or OFLA leave when eligible.
- F. Military leave without pay will be granted to employees for performance of military service, pursuant to bona fide military orders, in accordance with the provisions of Oregon State law and the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended. Employees may, but are not required to, use accrued and unused vacation leave or time management leave for any period of military service which is unpaid by the County. Copies of military orders shall be placed in the employee's personnel file.

29. JURY DUTY

Employees shall be granted leave with pay for service upon a jury, provided, however, that any money, other than mileage for personal vehicles, or salary, the employee receives as compensation for jury duty shall be turned over to the Sheriff's Office; and upon being excused from jury service for any day an employee shall immediately contact his or her supervisor for assignment for the remainder of their regular work day.

30. RETIREMENT

The County shall be a participant in the Public Employees Retirement System (PERS)/Oregon Public Service Retirement Plan (OPSRP), or its equivalent. After the employee has completed his/her six months employment period and holds a position requiring that the employee work in excess of 600 hours per year, the County shall make contributions to PERS/OPSRP in accordance with levels established for the employee's position. The employees will contribute to a retirement plan in accordance with State law. If alternatives to employee contributions are identified within the State law or if State law changes, the contract will automatically be opened for consideration of these issues. The County will take appropriate action to have the employee contribution defined as tax deferred.

The County will provide health insurance benefits at the same level and under the same conditions as a regular full-time employee, to retired Sheriff's Office employees, classified as PERS Police & Fire, collecting PERS who have worked for the County for a continuous twenty-five (25) years or more as a regular benefited employee on a full-time basis. This benefit will be provided until the employee is eligible for Medicare.

Employees who collect PERS and retire from the County with more than fifteen (15) years and less than twenty-five (25) years of full-time service are eligible to receive a County contribution towards their monthly insurance premiums until eligible for Medicare, in accordance with a schedule approved by the County.

31. INSURANCE

- A. Health insurance is to include the following:
 - (1) Medical Insurance
 - (2) Vision Insurance
 - (3) Dental Insurance
 - (4) Prescription Drug Insurance
 - (5) Orthodontic Insurance

- B. Health insurance benefits will be provided to DCSEA members under the same conditions and/or restrictions as provided to all other County employees.

- C. A health benefits plan document shall be adopted annually by the County following a review of the Employee Benefits Advisory Committee. The per FTE cost of providing the health benefits called for in this plan shall be determined by an actuarial valuation. The

County shall annually, as part of the budget adoption process, establish an employee premium contribution.

The employee premium contribution shall be no greater than 9.5% of the per-FTE cost of providing health benefits under the plan adopted by the County each fiscal year. In any event, during the terms of this Agreement, the employee health insurance monthly premium contribution will not exceed \$190.00.

D. Throughout the duration of the contract, DCSEA will have two (2) employee representatives on the County Employee Benefit Advisory Committee.

E. Other insurance is to include the following:

- (1) Employee Life Insurance
- (2) Dependent Life Insurance
- (3) Long-term Disability Insurance
- (4) Workers' Compensation Insurance
- (5) Unemployment Insurance
- (6) Retirement Health Insurance
- (7) PORAC coverage for all DCSEA members

Other insurance benefits will be provided to DCSEA members under the same conditions and/or restrictions as provided to all other County employees. If coverage is adjusted and/or modified for all other County employees, the same will apply to DCSEA members.

F. IRS 125 Plan

In addition to health insurance and other insurance, the County will make available to DCSEA members a qualified IRS 125 Plan.

G. Eligibility

Regular full-time and regular part-time DCSEA employees will be eligible for insurance benefits in accordance with this contract. Regular part-time employees (half-time or more) will be eligible for benefits if they choose to pay pro-rated premium contributions based on their percentage of hours worked.

H. Married couples who both work for the County

Coverage will not be duplicated. One spouse or the other will be covered as the primary recipient.

- I. In the event of death of an employee while on-duty or from an on-duty incident, Deschutes County shall, as soon as possible, issue a check in the amount of \$10,000.00 to the employee's immediate family or designee. This payment shall not be in lieu of any other benefit.

32. UNIFORMS AND EQUIPMENT

- A. If an employee is required to wear a uniform, protective clothing, or any type of protective device, such uniform shall be provided, maintained and cleaned in accordance with procedures prescribed by the Sheriff. Uniforms and equipment required by the County shall be furnished by the County. Expenses incurred in the cleaning or repair of such uniforms and equipment shall be borne by the County.
- B. The Sheriff shall determine the specifications for any and all Equipment issued to, and/or authorized, for use in the course of employment with the Sheriff's Office.
- C. Employees are responsible for the care and maintenance of all equipment issued to them and shall return all issued items in a serviceable condition upon separation of employment.
- D. Any employee assigned to street crimes, CIU, or narcotics detective work shall be allowed a plainclothes allowance of \$500.00 per fiscal year. All other detective work assignments shall be allowed a \$750.00 plainclothes allowance per fiscal year. The allowance will be paid on the July payroll plus all statutory benefits such as PERS, social security, Worker's Compensation, etc. Employees assigned after August 1st shall receive a pro-rated payment. Employees voluntarily leaving the assignment prior to the end of the fiscal year shall have a pro-rated amount deducted from their next paycheck. Employees transferred out of the assignment involuntarily, at the expiration of their normal rotation period, or as a result of being promoted, shall not be required to repay the unused portion of their allowance.

33. FIREARMS AND FIREARMS TRAINING

- A. The Sheriff's Office will issue required firearms to all sworn deputies.

- B. The Sheriff's Office will furnish, on an annual rotation basis, all ammunition carried by employees utilizing a Sheriff's Office issued firearm.
- C. Use of Force and Firearms training shall be at the direction of the Sheriff or their designee and it shall include at a minimum an annual qualification with Office issued duty ammunition.
- D. Upon retirement (with a minimum service of 10 years of County service), an employee shall have the right to retain their sidearm at a cost that is agreed upon by the employee and the Sheriff or a designee.
- E. When mandatory training is conducted at the Millican Range, outside of an employee's regularly scheduled shift, employees shall be paid an additional hour of wages at their overtime rate of pay.

34. GRIEVANCE PROCEDURE

- A. A grievance for the purpose of this Agreement is defined as a dispute regarding the alleged violation of this Agreement.
- B. A day is defined as a calendar day.
- C. In an effort to provide for resolution of disputes, the parties agree to the following procedures:

Step I: Any employee claiming a breach of any specific provision of this Agreement may refer the matter, in writing, to their immediate supervisor outside the bargaining unit within fourteen (14) days from the occurrence thereof, or the employee's knowledge of the facts thereof. The grievance shall, at minimum, specify the article and section of the contract alleged to have been violated and the requested remedy. The employee shall provide a copy of the written grievance to the Association. The supervisor shall respond to the grievance in writing as quickly as possible, but no later than fourteen (14) working days after the grievance is filed.

Step II: If, after fourteen (14) days from the date of the filing of the grievance with the supervisor, the grievance remains unadjusted, the grievance may be submitted within fourteen (14) days to the Sheriff, along with a written statement as to why the supervisor's Step I response does not adequately resolve the grievance. The Sheriff shall meet with the

aggrieved party, who may request an Association representative at the meeting. The meeting between the Sheriff and the aggrieved party shall be within fourteen (14) days of the Sheriff's receipt of the written grievance. The Sheriff shall respond to the grievance in writing within fourteen (14) days of such meeting. Neither party's Step II written statements or responses shall be introduced into evidence in a subsequent arbitration hearing on the grievance for the purpose of limiting any legal theory which either party may introduce under the facts.

Step III: If the Grievance is not resolved within twenty (20) days from the submission of the grievance to the Sheriff, the Association will have fourteen (14) days to serve notice, in writing, to the Sheriff of its intent to submit the grievance to final and binding arbitration. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator within fourteen (14) days of submitting the grievance to arbitration, the arbitrator shall be chosen in the following manner:

- a. Either party may request a list of five (5) names of arbitrators from the Oregon State Conciliation Service. Within five (5) days of the receipt of the list, the parties shall alternately strike names from the list until one name remains, and the remaining person on the list after the strikes have been completed shall serve as the arbitrator. The party striking the first name shall be determined by a coin flip.
- b. The arbitrator shall hold a hearing promptly and shall issue a decision within thirty (30) days of the hearing. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions of the issues submitted. The powers of the arbitrator shall be limited to determining if the Agreement has been violated; he/she shall have no authority to alter, modify, vacate or amend any of the terms of the Agreement.
- c. The cost of the arbitrator and court report (if the court reporter is requested by both parties) shall be borne by the losing party. Each party shall be responsible for costs of presenting its own case to arbitration. Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. Failure to submit the grievance in accordance with these time limits

without such a waiver shall constitute abandonment of the grievance. Failure by the County to submit a reply after knowledge of the grievance by the party responsible for the reply within the specified time will move the grievance to the next step in the grievance procedure. A grievance may be terminated at any time upon receipt of a signed statement from the Association.

- d. Each party shall be responsible for compensating its own representative and witnesses at any step of this procedure.
- e. A grievant exercising their rights to pursue a grievance through this procedure may do so without discrimination and without loss of pay if meetings or conferences as called for herein occur during the employee's regularly assigned duty time.
- f. To the extent allowable by law, all information relative to a grievance and resolution accomplished via the grievance procedure shall be considered exempt from public disclosure in an effort to assure confidentiality to the employee.
- g. If the parties agree in writing, Steps I, and II, may be waived.

35. DISCIPLINE AND DISCHARGE

A. Disciplinary actions include the following:

- (1) Oral reprimand
- (2) Written reprimand
- (3) Suspension
- (4) Demotion
- (5) Discharge

B. Discipline may be imposed only for just cause. Conduct reflecting discredit upon the Sheriff's Office, or which is a hindrance to the effective performance of County functions, shall be considered reason for disciplinary action. Such reason may include, but not be limited to, misconduct, inefficiency, incompetence, insubordination, misfeasance, malfeasance, the willful giving of false information, or the withholding of information, and violation of Agency rules. Disciplinary action need not be progressive, but shall be appropriate for the nature of the offense committed. Oral

reprimands imposed upon an employee shall not be subject to the grievance procedures of this Agreement. If there is reason to discipline an employee, the person imposing the discipline shall make reasonable efforts to do so in a manner that will not embarrass or humiliate the employee before other employees or the public.

- C. New hire probationary employees shall serve at the discretion of the Sheriff.
- D. If the Sheriff determines that there is just cause for discharge of a regular employee, the employee shall be suspended with pay for a minimum of five (5) calendar days, and the Sheriff shall deliver to the employee a written notice of such suspension and pending dismissal. Such notice shall specify the principal reason for the action. Unless otherwise resolved the dismissal shall become effective at the end of the period of suspension. Upon receipt of such written notice, the employee shall be given an opportunity to meet with the Sheriff and respond to the suspension and pending dismissal. Any discharge shall not be effective until an opportunity for such a meeting has been given the employee.
- E. An Association representative shall be allowed to be present, at an employee's request, at any meeting between the employee and any investigating officer, or superior officer, in which the employee reasonably believes that discipline may result from the meeting and/or investigation.
- F. An Association representative shall be allowed to be present at an employee's request at a meeting of a review board where the employee has received written charges brought by the Sheriff or others in which the employee is required to appear.
- G. No bargaining unit member shall be placed in a position of imposing written disciplinary action against another bargaining unit employee. This provision shall not apply to those bargaining unit members acting in the capacity of a Sergeant.
- H. The employee is entitled to a complete copy of the investigative report prior to any pre-disciplinary hearing.

36. PROBATIONARY PERIOD

- A. Every new employee shall serve a probationary period of eighteen (18) consecutive months. Once the employee has successfully completed the probationary period, and received a satisfactory

evaluation, he/she shall be considered a regular employee and granted seniority retroactive to the date of hire.

- B. Probationary employees may be discharged at the discretion of the Sheriff during the probationary period.
- D. Employees who change classifications shall serve a probationary period of twelve (12) months. The Sheriff may return an employee on probationary status to his or her former position, provided the employee held regular status in the former position and the employee's former position is available. In the absence of the availability of the former position, the Sheriff may lay off an employee on probationary status. If the employee is still qualified to fulfill the requirements for their former position, the Sheriff will make available to the employee the next open position in the employee's former classification.

37. DRUG AND ALCOHOL POLICY

The Deschutes County Sheriff's Office drug and alcohol policy is applicable to all employees of the agency. Any policy will have the approval of Sheriff's management and Association before becoming effective.

38. GRIEVANCE COMMITTEE

- A. The Sheriff shall meet at mutually convenient times with the Association Grievance Committee, if such a committee exists. The Grievance Committee meetings with the Sheriff shall be held, if practicable, at times not to interfere with the Committee members' regular work period. The Association Grievance Committee shall consist of two members selected by the Association.
- C. The purpose of the Grievance Committee will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the Committee may discuss with the Sheriff other issues which would improve relationships between the parties. Prior notice of topics for discussion at such meetings shall be furnished by each party to the other.

39. ASSOCIATION REPRESENTATIVE

Employees selected by the Association to act as Association Representatives shall be known as Association Representatives. The names of the employees selected as Association Representatives and the names of local Association Representatives who may represent

employees shall be certified in writing to the Sheriff by the Association. Duties required by the Association Representatives, excepting attendance at meetings with the Sheriff, supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee, shall not interfere with their or other employees' regular work assignment as employees of the County. Contacts between Association Representatives and employees, except the aforementioned meetings, shall be made outside working hours.

40. PERSONNEL FILE

All of an employee's personnel files will be available for the employee's inspection during normal working hours. Should an employee desire a copy of any items in the files, such a copy shall be provided to the employee provided the employee signs a receipt for the copy. The employee has the right to respond in writing to any item placed in the files. The County will maintain the confidentiality of the files as per State law, and will not release any information in the files to other than those authorized within the Sheriff's Office without the consent of the affected employee except where such release is compelled by either an order of a court or by State law.

41. RULES

The parties jointly recognize that as elected officials, the County Commissioners and the Sheriff of Deschutes County are directly responsible to the citizens of the County and the public generally for the performance of the functions and services performed by the County, and the Sheriff's Office, in particular. These responsibilities cannot be delegated, nor be the subject of a collective bargaining agreement. For this reason, it is jointly recognized that the County Commissioners and the Sheriff must retain a broad authority to fulfill and implement their responsibilities and may do so by work rule, oral or written, existing or future. It is agreed, however, that no work rules will be promulgated or implemented which are inconsistent with a specific provision of this Agreement, provided, that the requirements of Oregon law will always be paramount. All work rules which have been or shall be reduced to writing, will be furnished to the Association.

42. FUNDING

A. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established procedures, and in certain circumstances by vote of the citizens of Deschutes County. The level of employment within the

bargaining unit is, therefore, contingent upon sources of revenue, and, where applicable, annual voter budget approval.

- B. The County has no intention of reducing the level of employment within the bargaining unit because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement.
- C. In the event of budgetary limitations as determined by the County, the County shall have the right to reduce the level of employment within the bargaining unit in accordance with the layoff provisions of this Agreement. At the option of the County, the Sheriff may present an option to such a layoff to the Association, which option may include a reduction in wages or benefits currently being received by members of the bargaining unit. The Association, upon receipt of such option from the Sheriff, shall conduct a vote among its members as to whether to accept or reject the Sheriff's proposed option to a layoff. If the Association members accept the option proposed by the Sheriff, then the option shall be implemented by the County in lieu of a layoff. If the Association rejects the option proposed by the Sheriff, then the Sheriff has no authority to cut the level of wages or benefits provided by this Agreement.
- D. The County agrees to include in its annual budget request amount sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to the passage of such budget requests or voter approval thereof.

43. TRANSFERS

Employees shall be eligible to apply for any job openings in the Sheriff's Office for which they meet the minimum entry requirements for the job. The Sheriff shall consider such applications on the same basis as applications from non-Sheriff's Office employees.

44. SAVINGS CLAUSE

Should any section, paragraph or portion thereof of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific section, paragraph or portion thereof directly specified in the decision and shall not affect any of the other provisions of this agreement which shall remain in full force and effect. Upon the issuance of any such decision, the parties agree immediately to enter into negotiations for a substitute, if possible, for the invalidated section, paragraph or portion thereof.

45. COMPLETE AGREEMENT

This document is the complete agreement between the parties. By acceptance of this Agreement, the parties agree that the statements contained herein are each party's agreements and representations and that this Agreement embodies all agreements existing between the parties. It is further agreed that any issue not covered by the written Agreement is not a subject of the Agreement, regardless of whether such a subject was a proposal or demand of either party. The Sheriff's Office agrees to bargain those changes which constitute or impact mandatory subjects of bargaining pursuant to ORS. Chapter 243.

46. DURATION

- A. This Agreement shall be effective July 1, 2022. This Agreement shall remain in full force and effect through June 30, 2025, when it expires at Midnight on that date. After June 30, 2025, this Agreement shall be automatically renewed from year to year, unless either the County or the Association gives written notice to the other not later than November 1 prior to the aforesaid expiration date of this Agreement of its desire to modify the Agreement.**
- B. This Agreement will remain in full force and effect during all periods of negotiations.**

(This page is left blank intentionally).

SIGNATURE PAGE

Approved this 9 day of March, 2022 for the
Deschutes County Board of Commissioners.

FOR THE COUNTY



Patti Adair, Chair



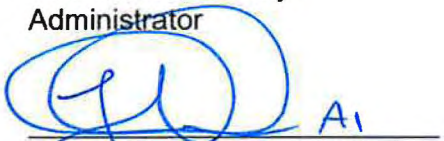
Anthony DeBone, Vice Chair



Phil Chang, Commissioner



Nick Lelack, County
Administrator

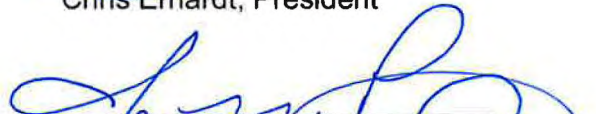
 AI

L. Shane Nelson, Deschutes
County Sheriff

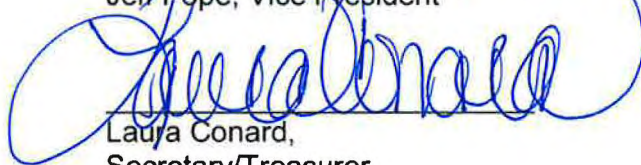
FOR THE ASSOCIATION



Chris Erhardt, President



Jeff Pope, Vice President



Laura Conard,
Secretary/Treasurer



Chris Barringer, Representative



Robert Lindsey, Representative

ATTEST:



Recording Secretary

EXHIBIT A

Effective the first pay period following approval of contract and receipt of all required signatures, or July 1, 2022, whichever is later, salary ranges will be adjusted as set forth here in Exhibit A.

Salary Adjustments:

- Sworn personnel and SO-Maintenance salary ranges shall be increased by 2% over and above the July 1, 2022 CPI-U.
- 6th and 7th step added for Nurses
- Records Specialist position at S040 pay grade
- 7th step added to all job classes in the association. (Currently only for SO-Maintenance.)
- The steps will be approximately 5% above the previous step, per County Policy.

**MEMORANDUM OF AGREEMENT
BETWEEN
DESCHUTES COUNTY and DCSEA**

The parties to this Memorandum understand the interest of Sheriff L. Shane Nelson's decision to remove **Section 2.B: Detective removed from the list of job classifications** from the current 2022 DCSEA contract. DCSEA has consented to the change and the effects this will have on the current Collective Bargaining Agreement dated July 1, 2022 – June 30, 2025.

The following actions that are predicated upon Section 2.B: are;

Objective:

To remove Detective S100 pay grade. Develop a Detective-Pay code (like K-9 pay code) to reflect the difference in pay grades for Deputies assigned to Detectives.

Current pay grades

Deputy Sheriff, S080, step 1: \$31.3227

Detective, S100, step 1: \$32.9855

Currently 5.309% difference

Deschutes County and DCSEA recognize that this agreement does not change the scope of the Collective Bargaining Agreement in any other areas.




On behalf of Deschutes County Sheriff's Office



On behalf of DCSEA




Printed Name



Printed Name



Date:



Date:

REVIEWED
Copy sent
LEGAL COUNSEL

**Memorandum of Understanding Between Deschutes County and
The Deschutes County Sheriff Employees Association
-- Cost of Living Increase for Fiscal Year 22/23 --
Document Number: 2022-388**

Deschutes County, hereinafter referred to as "the County," and the Deschutes County Sheriff Employees Association, hereinafter referred to as "DCSEA", agree to the following modification of Article 13 of the Collective Bargaining Agreement between the County and DCSEA, dated March 9, 2022 ("CBA"), effective immediately upon execution of this Memorandum of Understanding ("MOU"):

ARTICLE 13 -COMPENSATION, item A, paragraph one will be amended as follows (amendment in bold italics):

- A. For the contract period of July 1, 2022 through June 30, 2023 the wage schedule shall be amended to reflect a COLA equal to the "average 12-month CPI percentage" from the twelve months of the Consumer Price Index for All Urban Consumers (CPI-U), West Region, Size Class B/C cities using each month's CPI 12-month percentage change from February 2021 to January 2022. The CPI% used for each month is the "12-month percent change" - meaning the month is compared (for the CPI index) to the same month from the previous year. **For the classifications of Deputy Sheriff, Digital Forensic Detective, and Sheriff's Office Building Maintenance Specialist**, the COLA shall have a minimum increase of not less than one and a half percent (1.5%) and a maximum increase of not more than three and a half percent (3.5%). **For all other DCSEA members, the COLA shall have a minimum increase of not less than one and a half percent (1.5%) and a maximum increase of not more than five and a half percent (5.5%).** Appendix C shows the calculation methodology for an example period.


Any dispute concerning this agreement will be resolved under the terms of Article 34 - Grievance Procedure, of the CBA.

Except as specifically modified by this MOU, all terms and conditions of the CBA shall remain in full force and effect. To the extent any of the terms of this MOU conflict with those in the CBA, the terms and conditions of this MOU shall prevail for so long as it is in effect.

Agreed to on this 19th day of APRIL, 2022.

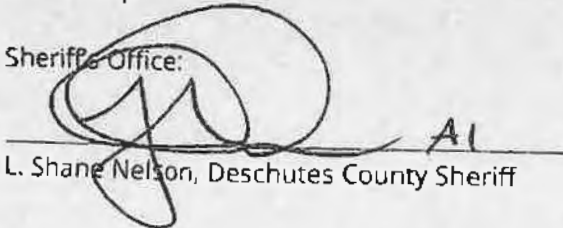
SIGNATURES

DCSEA:

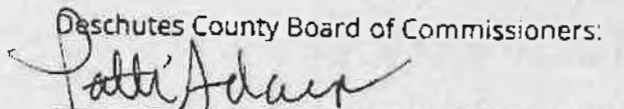

Signature

Name (printed): JEFFREY POPE
DCSEA Representative

Sheriff's Office:


L. Shane Nelson, Deschutes County Sheriff

Deschutes County Board of Commissioners:


Patti Adair, Chair


Anthony DeBone, Vice Chair


Phil Chang, Commissioner

**MEMORANDUM OF UNDERSTANDING BETWEEN THE DESCHUTES COUNTY
SHERIFF'S OFFICE (DCSO) AND THE DESCHUTES COUNTY SHERIFF'S
EMPLOYEES ASSOCIATION (DCSEA)**

This Memorandum of Understanding (MOU) constitutes the agreement between the DCSO and DCSEA with respect to aligning time collection periods with pay periods for payroll.

Deschutes County, in cooperation with all Departments, Offices and Unions, plans to implement a transition plan to correct lag time in payroll and align the time collection period with the pay period.

Currently, the County advance-pays employees for the estimated work between the 22nd and the end of the month (minus any overtime worked). This introduces untimely payments of overtime wages to employees. The County plans to address this issue with the following transition plan. The payday will remain the last working day (non-holiday) of the month. The time collection period will adjust to be from the 22nd of the month until the 21st of the next month. Pay will no longer be projected from the 21st to the end of the month. This will result in all OT pay being paid in the correct pay period. However, the County will continue to pay monthly average worked hours (173.33 or 182.53).

The following are proposed options to assist in addressing the impact of the first paycheck:

- A. Deschutes County will allow DCSEA members (as well as all Sheriff's Office members) the option to expand the maximum vacation accrual bank by 60 hours (maximum 420 vs. 360) for one year prior to the implementation, for the use of an additional sell back to cover the lag-time-gap. This sell will be a onetime option and be in addition to the current November annual sell-back. For the month of implementation, employees will receive regular salary for the 1st through the 21st (reset) plus the amount of sell back hours to provide an easier transition for the gap-period (22nd through end of month).
- B. Deschutes County will allow DCSEA members the option to make an advance-draw on Vacation leave up to the number of additional hours needed to cover the gap period. Advanced Vacation leave will be recouped monthly over a six-month period following the month of implementation by a reduction in regular monthly Vacation accrual earnings..

Additionally, to allow employees sufficient time to prepare to take advantage of these options, Deschutes County will implement this transition with at least six months' notice and no later than June 30, 2023.

- C. **Consultation with Counsel.** The parties acknowledge that they have had the opportunity to consult with their own legal counsel before signing and that they have either consulted with their own legal counsel regarding the terms and consequences of this MOU or have voluntarily elected not to consult with an attorney before signing.
- D. **Severability.** Should any provision or provisions of this MOU be construed by a court of competent jurisdiction be void, invalid or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair, or invalidate any of the other provisions, which shall remain in full force and effect.

- E. Effect.** All terms, provisions and conditions of the MOU shall be binding upon and inure to the benefit of the parties and to their respective heirs, executors, administrators, agents, representatives, successors, and assigns.
- F. Each Party Shall Bear Their Own Costs and Attorney Fees.** Each of the parties hereto shall pay their own costs and attorney fees incurred in filing, responding to, and resolving the GRIEVANCE and in negotiating the terms and conditions of this MOU.
- G. Governing Law.** This MOU shall be governed by and interpreted in accordance with the laws of the State of Oregon, with venue for any dispute being with the Circuit Court for Deschutes County.
- H. Signature.** Each person signing below covenants and warrants that they are authorized to sign on behalf of the persons and entities they purportedly represent, that such party is authorized to enter into this MOU, and that such party is authorized to bind any successor or assign to the party signing this MOU.
- I. Entire Agreement.** This MOU constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior or contemporaneous negotiations and/or agreements between the parties, whether written or oral, concerning its subject matter which are not fully expressed herein. This MOU may not be modified or amended except by a writing signed by all parties.

BY SIGNING BELOW, EACH OF THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS TWO-PAGE MEMORANDUM OF UNDERSTANDING, THAT THEY UNDERSTAND AND AGREE TO ITS TERMS AND THE CONSEQUENCES THEREOF, AND THAT THEY HAVE KNOWINGLY AND VOLUNTARILY SIGNED THIS MEMORANDUM OF UNDERSTANDING.

FOR THE DESCHUTES COUNTY SHERIFF'S OFFICE

SIGN:  AI DATED: 030322
L. Shane Nelson, Sheriff

FOR THE DESCHUTES COUNTY SHERIFF EMPLOYEES' ASSOCIATION

SIGN:  DATED: 3/3/22
Chris Erhardt, President DCSEA

SIGN:  DATED: 3/3/22
Jeff Pope, Vice-President DCSEA