

# AGREEMENT

Between

**TILLAMOOK COUNTY**

**TILLAMOOK COUNTY SHERIFF**

and

**TEAMSTERS LOCAL 223**

**Upon Ratification through June 30, 2024**

**Ratification January 2022**

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## ARTICLE 1 – RECOGNITION

### 1.1 Description.

The County recognizes the Union as the sole and exclusive bargaining representative for all employees of the Sheriff's Office, including those in parole and probation classifications, excluding job classifications represented by another labor organization, and excluding supervisors, confidential employees, temporary and employees who are classified by the County as on-call and seasonal employees. Temporary, On-Call and Seasonal employees are not eligible for any economic benefit under this agreement.

Temporary Employee: A temporary employee is employed by the County for a defined period of time, or to work on a defined project or duty, with a specified date of the work.

On-Call Employee: An employee classified as “on-call” does not have a regular recurring work schedule and is available to work on an as needed basis.

Seasonal Employee: A seasonal employee is employed by the County to perform work associated with unit needs that may occur during the various seasons of the year.

Sergeants shall be excluded from the bargaining unit.

### 1.2 New Classifications.

New classifications may be developed within the Sheriff's Office by the County or the Sheriff, and a wage scale assigned thereto. The County shall forward the new classification job description and wage scale to the Union for their review of the wage scale. The contract will then be subject to reopening upon request by the Union submitted in writing within 14 days of receipt of the wage scale assignment notice. Such reopening shall be for the purpose of negotiating any changes in the County proposed wage scale assignment that the Union believes are desirable and to negotiated conditions of employment that are to apply only to the new classification. In any event, the County may implement the new classification during the term of negotiations.

## ARTICLE 2 – MANAGEMENT RIGHTS

Except as specifically limited in this Agreement, the County shall have all legal and customary rights including, but not limited to, the exclusive right to determine the mission of its constituent departments and divisions, boards and commissions; set standards, types and frequency of service; exercise complete control and discretion over its organization, operations, and the technology of performing its work; determine the procedures and standards of selection for employment and promotion; direct and supervise employees, including the right to hire, discipline, suspend and discharge employees for just cause; relieve employees from duty; establish and administer the fiscal budget; determine the methods and procedures to be used and determine and direct the evaluation of employee performance; determine the content of job classifications; determine and direct all necessary actions to carry out its mission in emergencies and other situations of unusual or temporary

circumstances; take all action necessary which, in the County's judgment, will assist employees in their County career development; maintain the efficiency of its operation and determine the means, methods, and personnel by which such operations are to be conducted; and establish and adjust work schedules to meet the needs of the Department.

The rights of employees in the bargaining unit and of the Union are limited to those specifically set forth in this Agreement, and the County retains all authority, powers, privileges and rights not specifically limited by the terms of this Agreement.

For the purposes of this agreement, references to "County" includes reference to the Sheriff as a party to this agreement.

### **ARTICLE 3 - RESERVED**

### **ARTICLE 4 – STRIKES**

The Union and its members, as individuals or as a group, will not initiate, cause, permit, participate or join in any strike, work stoppage, or slowdown, picketing, or other restriction of work and will not take any sanctions against the County, Commissioners, departments, supervisors, employees or elected or appointed officials. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Union or by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the County against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the County and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the County.

In the event of a strike, work stoppage, slowdown, 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 Union will immediately upon notification attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage.

## ARTICLE 5 – UNION SECURITY AND BUSINESS ACTIVITES

### 5.0 Union Membership.

All employees covered by the agreement are considered members of the bargaining unit and are represented by the Union. Employees have the right to join the Union at their own election.

### 5.1 Checkoff

a. The County agrees to honor and abide by the terms of any authorization agreement ("dues card") between the Union and the bargaining unit member regarding deductions for dues, fees, assessments or other authorized deductions to the Union and its affiliated organizations and entities. Employees, without being members of the Union, may elect to make voluntary payments to the Union, subject to providing authorization to the County. The Union shall certify to the County in writing the category and amount of money for each category to be deducted. The County will deduct the authorized monies per the County's procedures within each month.

b. Employee Orientation: ~~The Union will provide authorization forms for the County to distribute to employees upon request.~~ The Union will be granted up to 30 minutes ~~have opportunity~~ during new employee orientation to meet with new hires within the bargaining unit. ~~meeting to provide employees with authorization forms.~~ In the event a bargaining unit member has questions about the authorization agreement, the County will advise the employee to contact the Union. ~~that member that the authorization reflects an individual agreement between that member and the Union and direct that member to the Union to have those questions addressed.~~ Union orientation meetings will be scheduled within the first 30 days of a new hire or as mutually agreed. Such meetings are considered on paid time for the employee-union representative and the employee.

c. The Union will hold the original authorization agreement and will provide a copy which the County will retain in the employee's personnel file. Deductions shall begin the first full pay period following receipt of the written, signed authorization agreement by the County. The authorization shall remain in effect until and unless an employee revokes the authorization in the manner set forth in the authorization agreement, (*confirm: membership is not required for more than 12 months upon notice of intent to withdraw*)

d. The Union 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 County action taken pursuant to the provisions of this Section. The Union and the County each agree to reimburse any monies paid or not paid in error within 30 days of notification of such error. Disputes related to membership fees and dues will be resolved as provided by PECBA.

e. All monies deducted pursuant to employees' authorization will be forwarded to the Union with an itemized statement at no cost to the Union by the last business day of the same month. The Union will provide a monthly list identifying those employees who have authorized union deductions.

### 5.2 Paid Work Time to Perform Certain Union Business Activities

a. The County shall allow designated Union representatives (Stewards and Designated Representatives), as designated in writing, reasonable time to engage in the following activities

during work hours and at the County's facilities, without loss of compensation, accrued leave or benefits:

1. Investigate and process grievances and other workplace-related complaints.
2. Attend investigatory meetings, hearings, and other due process proceedings.
3. Participate in or prepare for proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings, and other proceedings before the Employment Relations Board.
4. Prepare for and engage in collective bargaining.
5. Attend labor-management meeting, safety committee meetings and any other meetings between representatives of the County and the Union to discuss employment relations.
6. Attend a new employee Union orientation meeting as provided above.
7. Testify in a legal proceeding in which the designated Union representative has been subpoenaed as a witness.

b. For the purpose of this section, "reasonable" time will be defined as the amount of time the average person in the position, employing due diligence, would take to perform the duty such that union activities on duty are performed without unreasonable disruption of employee work performance based on operations. Employees will log their union activity time on their time cards.

Concerns by the County with respect to the reasonable use of time or other provisions of this Article may be raised with the Chief Steward, Non-employee Union representative or brought forth in joint labor management meetings. If the concern is not mutually resolved, disputes regarding this Article are limited to the grievance procedures without other legal remedies. For the purposes of grievance timelines, timelines will be based on notice of concern raised with the Chief Steward or at the labor management meeting.

c. The County shall not reduce a designated representative's work hours to accommodate the designated representative's performance of the activities listed above. However, the designated representative and ~~his/her~~ their supervisor may agree to a flex schedule that allows the designated representative to perform the activities above during paid work hours.

d. The County may refuse to authorize additional work hours that incur overtime pay as a result of performing the activities listed above.

e. The parties recognize that bargaining and union activities may occur outside normal work hours, and such time is not compensable. However, specifically when engaged in mutual collective bargaining sessions and upon supervisory approval and operations, employee designated representatives who attend a bargaining session outside of normal work hours may be permitted to flex their normal work hours on the day of the bargaining sessions in order to attend the bargaining session on paid work time.

### **5.3 Access to County Facilities and Equipment**

a. The Union, inclusive of employee and non-employee union representatives, will ~~shall~~ be

permitted reasonable access to meet with employees during regular work hours at their regular work location to discuss grievances, complaints, and other workplace related matters, without loss of compensation or benefits to any employee, including any designated representative attending the meeting, subject to not interfering with operations,

1. When feasible, designated representatives will provide their immediate supervisor with written notice of the need to perform the activities listed above at least twenty-four (24) hours prior to the time at which both parties agree that the circumstances do not require advance written notice. The written notice shall indicate: (1) which activity listed above will be performed; (2) the date and time at which the activities will be performed; and (3) the estimated length of time the designated representative will spend performing the activities.

2.. If, after receiving notice of the need to perform the activities listed above, the County establishes undue burden on County operations that cannot be accommodated by any of the measures typically used when an employee is unexpectedly absent from work (arranging a substitute, working with fewer staff, temporarily modifying work assignments, etc.), the County and Union shall schedule a mutually agreeable date and time at which the designated representative can perform the activities during work hours. The mutually agreeable date and time shall be no more than seven (7) working days from the date of the request, unless both parties agree otherwise.

b. The Union has the right to use the County's facilities to conduct Union meetings, subject to not interfering with operations.

c. The County's electronic mail system may be used by the Union for Union related communications including, but not limited to, communications related to collective bargaining, grievances or other dispute investigations, and governance of the Union. The Union acknowledges to expectation of privacy for using County equipment.

#### **5.4 New Hire Information and Quarterly Update.**

a. The County will provide the Union with an editable Excel spreadsheet containing the following information, as available, for each employee in the bargaining unit: The employee's name, date of hire, cellular, home and work telephone numbers, personal and work electronic mail addresses and home and personal mailing address, employee's job title, step and base hourly rate of pay, and worksite location.

b. The County shall provide the information within ten (10) calendar days from the date of hire for newly hired employees and every trimester annually for employees in the bargaining unit who are not newly hired.

#### **5.5 Labor and Management Meetings**

The County and the Union each agree to hold quarterly labor and management meetings when requested by either party at a mutually convenient time and place to discuss any matters pertinent to maintaining good employer/employee relationships. Each party may have at least two (2) representatives at such meeting.

## **5.6 Bulletin Boards**

The County agrees to provide a suitable bulletin board for use by the Union only as provided in the Duty Room. All materials posted thereon by the Union shall be on Union letterhead or otherwise clearly identified as originating from the Union. The parties acknowledge the bulletin board is for Union related communications, and not for general advertisements or solicitations.

## **ARTICLE 6 – RESERVED**

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## **ARTICLE 7 – COMPENSATION**

### **7.1 Wages.**

Effective the first payroll period in February 2022, the base hourly rate at Step 1 for each classification on the wage scale will be increased by 4.0%. (four percent).

Effective the first payroll period in February 2022, and in lieu of retroactive pay, each employee currently employed at the time will be paid an additional payment of \$1,500 (one thousand five hundred) in the same payroll payment subject to applicable withholdings.

Effective the first payroll period in February 2022, each employee currently employed at the time will be paid an additional payment of \$1,500.00 (one thousand five hundred) in the same payroll payment, subject to applicable withholdings.

Effective July 1, 2022, Step 1 (one) of the wage scale will be increased by 3.0% (three percent).

Effective the first payroll period in July 2022, each employee currently employed at the time will be paid an additional payment of \$750.0 (seven hundred and fifty) in the same payroll payment, subject to applicable withholdings.

Effective July 1, 2023, Step 1 (one) of the wage scale will be increased by 3.0% (three percent).

Effective January 1, 2024, Step 1 (one) of the wage scale will be increased by 0.5% (one-half percent).

The Sheriff may place a lateral hire on any step of the wage scale based on prior experience and qualifications .

Longevity Pay: Employees with more than 12 years (144 months) of continuous service in the bargaining unit are eligible for an additional premium of 1% of base hourly rate. Employees with more than 15 years of continuous service in the bargaining unit (180 months) are eligible for an additional premium of 3% of base hourly rate. Payment would begin in the 145th month or 181<sup>st</sup> month, respectively.



The compensation schedule is set forth in Appendix A Schedule 1, attached hereto and by this reference incorporated herein. Wages are hourly Appendix A will be modified annually to reflect changes in employee wages as outlined in this agreement.

With at least 90 days' notice, the County may move to a 14 day pay period. With the 14 day pay period, employees will be paid based on hours worked for the pay period and pay days will be every other Friday. In the event a regularly scheduled pay date falls on a Holiday, the pay date will be the preceding day. When the County moves to a 14 day pay period, in the first payroll period using a 14 day pay period, each bargaining unit member employed at such time will receive a one-time additional payment of \$500.00 in the regular payroll process in consideration of the transition to the new pay period. This payment is subject to applicable withholdings.

## 7.2 Schedule Movement.

Movement on the salary schedule shall only occur for those who render satisfactory service. Such movement will occur on the employee's anniversary date of hire or promotion. The County may determine the initial step placement on Appendix A for newly hired employees based on the County's determination of qualification.

## 7.3 Incentives and Premium Pays.

- a) **FTEP.** Employees certified as FTEP trainers shall be eligible for training incentive pay at the rate of five percent (5%) above the base hourly rate for all hours assigned performing in the FTEP role. Such incentive pay shall be paid in minimum increments of one shift.
- b) **Bi-lingual:** Employees who are able to establish Spanish fluency and competency to the satisfaction of the Circuit Court and the Sheriff and who routinely and competently act as bilingual employees and whose position includes speaking Spanish and English as an aspect of their County employment shall receive an incentive rate of five percent (5 %) of their base hourly rate wage. The Sheriff shall establish criteria and a process to validate competency determinations.
- c) **Canine:** The Department does not currently have a canine officer. If the County establishes a canine officer during the term of this agreement, the parties will negotiate over any mandatory subjects of bargaining consistent with ORS 243.698.
- d) **DPSST Certificate Incentives:** Each Deputy Sheriff who possesses an intermediate DPSST Certificate shall receive differential of an amount equal to 2% the base hourly rate of the deputy's monthly base salary. Each Deputy Sheriff who possesses an advanced DPSST Certificate shall receive differential of an amount equal to 5% the base hourly rate of the deputy's monthly base salary. These amounts are not cumulative. Effective January 1, 2022, the 2% Intermediate value will be increased to 3%. Effective January 1, 2022, the 5% Advanced value will be increased to 6%. Effective July 1, 2023, the Intermediate value will be increased to 4%. Effective July 1, 2023, the Advanced value will be increased to 7%.

- e) **Search and Rescue Lead Coordinator:** At the discretion of the Sheriff, an employee may be assigned as the Search and Rescue Lead Coordinator. The assignment is at the sole discretion of the Sheriff. The assigned employee will receive additional compensation of 5% of the base hourly rate during the term of the assignment. The SAR assignment is subject to rotation every 4-5 years, absent a change due to exigent circumstances. The County will provide at least 60 days notice.
- (f) **Search and Rescue On-Call Assignment Premium. (“SAR On-Call”)** The Sheriff may assign Criminal Deputies to be “on-call” to respond to Search and Rescue incidents when not otherwise scheduled to be on duty. On-call assignments are at the sole discretion of the Sheriff. On call assignments require the employee to be readily available to report to duty within a reasonable period of time. When assigned to be On-Call during non-scheduled work hours, the employee will be paid \$2.00 per hour assigned, however once the employee is called back to report to work, the premium is not paid for the duration of the call back. Readily available means the employee is fully capable to engage in work duties. A reasonable response time means not being out of general geographic area or employee’s normal commute time
- (g) **Criminal Deputy On-Call Assignment.** The Sheriff may assign Criminal Deputies to be “on-call” to cover operational needs or gaps in shift coverage when not otherwise scheduled to be on duty. On-call assignments are at the sole discretion of the Sheriff. On call assignments require the employee to be readily available to report to duty within a reasonable period of time. When assigned to be On-Call during non-scheduled work hours, the employee will be paid \$1.50 per hour assigned, however once the employee is called back to report to work, the premium is not paid for the duration of the call back. Readily available means the employee is fully capable to engage in work duties. A reasonable response time means not being out of general geographic area or employee’s normal commute time.
- (h) **Corporal Assignment:** At the discretion of the Sheriff, an employee may be assigned as a Corporal to perform enhanced administrative duties like being a “Lead.” The assignment is at the sole discretion of the Sheriff. The assigned employee will receive additional compensation of 5% of the base hourly rate during the term of the assignment. A Corporal assignment is subject to rotation every 3-4 years, absent a change due to exigent circumstances. The County will provide at least 60 days notice. The Corporal assignment is not a separate classification and is not intended to be supervisory under PECBA definition.
- (i) **Detective Assignment:** At the discretion of the Sheriff, an employee may be assigned to perform the duties of a Detective. The assignment is at the sole discretion of the Sheriff.— The assigned employee will receive additional compensation of 5% of the base hourly rate during the term of the assignment. The Detective assignment is not a separate classification and is not intended to be supervisory under PECBA definition. Detective assignments are subject to

rotation every 4-5 years, absent a change due to exigent circumstances. The County will provide at least 60 days notice.

#### 7.4 Wage Scale Design and Adjustments

The steps of each salary range associated with Sheriff's Office classifications are computed based on Step 1. Steps are 3% apart. Whenever the parties agree that a wage adjustment shall be made retroactive to an earlier date, the retro adjustment shall be defined and computed as a percentage of the W-2 wages paid during the months of the retro period, and it shall be paid as a lump sum and one-time payment at such time as the parties agree.

### **ARTICLE 8 – HOURS OF WORK**

#### 8.1 Purpose.

This article is intended only to identify the typical work schedule for employees and shall not be construed to be a guarantee of hours of work per day or week.

#### 8.2 Hours.

The hours of work each day shall consist of a regularly scheduled starting time and quitting time as determined by the County, consistent with operational needs.

#### 8.3 Work Schedule.

An employee will normally be given seven (7) days advance notice of any intended shift change except where an emergency makes advance notice impractical. Any shift change not in accordance with this section shall result in three (3) hours of the time worked during the next shift assigned being compensated at the overtime rate.

#### 8.4 Rest Periods.

A rest period of 15 minutes shall be permitted for all employees during each half shift as scheduled by the County in accordance with the operating requirements of the Department. Rest periods shall be considered on-duty time provided employees are available and can be contacted when needed. Should the operating requirements of the Department or an emergency preclude an employee from taking scheduled rest breaks, the County will attempt to reschedule said breaks during that work day.

#### 8.5 Meal Periods.

Employees shall be granted at least a 30-minute meal period during each shift. To the extent consistent with the operating requirements of the Department, each meal period shall be taken at the approximate middle of the shift. The meal period shall be paid, except for the classifications that are not required to be on duty and available for work during the meal period, i.e., Records Clerk, Parole and Probation.

## 8.6 Work Week.

At the discretion of the Sheriff, the workweek may consist of one of the following:

- a) All classifications: Five (5) consecutive eight (8) hour workdays scheduled by the Department Head or the Supervisor and two (2) consecutive days off, if on a 5/8 schedule.
- b) All classifications: Four (4) consecutive ten (10) hour workdays scheduled by the Department Head or the Supervisor and three (3) consecutive days off, if on a 4/10 schedule.
- c) For Corrections: An FLSA 7k work schedule with a 28 day pay period using 12-hour shifts, subject to written mutual agreement. This provision does not apply to work assignments for Work Crew Supervisor, Court Security, and Warrants/Transports.  
  
Reopener: The Sheriff may give notice of reopener limited to Article 8.6(c) and will provide at least 14 days notice of intent to discuss a defined 12-hour shift schedule. Parties agree to the conditions of ORS 243.698 for mid-term bargaining.
- d) Any other work schedule mutually agreed upon by the County, the employee and the Union.

For the purposes of this agreement, the 28-day pay period will initiate on the date determined by written agreement.

Overtime for employees on an FLSA 7k schedule, as identified in sections (c) and (d) above, will be paid in accordance applicable law and Article 10.1

Employees may flex hours within the workweek, with advance approval of a supervisor.

In instances of shift rotation, the County may flex schedules to accommodate shift transition, which may result in some circumstances of not providing consecutive days off. During shift transitions, this will not be a violation of Article 8.6. In cases where the transition without 2 consecutive days off results in work over 40 hours in the work week, the employee will be paid overtime.

## 8.7 Training.

Notwithstanding the provisions of Article 10 – Overtime or of Article 23.3 – Call Back Time, the County may schedule training time by adjusting an employee’s schedule. Training time may be compensated under this contract section for reasons which include mandatory training, weapons qualification, first aid training, Sheriff’s Office meetings, DPSST and other approved/required training and course work, and HR related presentations when the Sheriff requires employee participation.

## ARTICLE 9 – PERSONNEL FILE

### 9.1 File Review.

The County shall provide an employee the opportunity to review his/her personnel file within a reasonable time following a request to do so, not to exceed five (5) working days. Copies of the contents of this file requested by the employee shall be provided at his/her own expense. The official personnel file shall be maintained by the County. Personnel records will be maintained in accordance with state law for at least 10 years post separation of employment.

### 9.2 Response.

The employee may respond in writing to any item placed in their personnel file. Such written response will become a part of the file.

### 9.3 Signature.

Employees shall have the opportunity to review and sign any personnel document which reflects an adverse personnel action, as defined herein, prior to such document being entered into the employee's personnel file. The employee's right to such opportunity shall have no effect or bearing on the execution of said adverse action. Employees shall be required to read and sign any adverse material placed in their personnel file. Signing of such material does not necessarily indicate the employee's agreement. If an employee disagrees with any statement of fact contained in said document, the employee may provide a written statement within 15 days of notice of the adverse material placed in the file.

## ARTICLE 10 – OVERTIME

### 10.1 Overtime Pay.

Employees may elect to be compensated at the rate of one and one-half (1 ½) times their regular rate of pay or receive compensatory time off for overtime work under the following conditions, but in no event shall such compensation be received twice for the same hours:

- a) All assigned work in excess of eight (8) hours on any scheduled eight (8) hour work day, ten (10) if on a 4/10 schedule, twelve (12) hours if on a 12-hour work schedule.
- b) All assigned work in excess of 40 hours in any one (1) week for employees working an 8-hour or 10-hour workday schedule.
- c) If on an FLSA 7k schedule, all hours worked above 171 hours.

Overtime shall be computed to the nearest one-quarter (¼) hour and only paid for actual hours worked. For the purposes of determining if an employee has reached 40 hours of compensable hours worked during a work week, or the hours worked when under an FLSA 7k pay period, paid leaves count as hours worked.

Overtime is a premium pay and the Union and the County agree such premium pay will be provided only as scheduled and/or approved by the County and subject to the conditions

provided herein.

#### 10.2 Compensatory Time.

Employees may accrue no more than 40 hours of compensatory time. Any overtime worked by an employee who has the maximum 40 hours of compensatory time accrued shall be paid as overtime. Compensatory time is not available in circumstances when an employee works voluntary overtime performing the duties of another classification. In the event an employee's accrued compensatory time is at the maximum of 40 hours, no additional comp time may be accrued.

The County may pay out an employee's entire compensatory time balance at any time.

Use of compensatory time off will be scheduled by mutual agreement of the employee and the Sheriff or a designee.

#### 10.3 Flextime Agreements (FTA) and an Exception to Paid Overtime.

- a) Daily overtime hours worked in excess of the regularly scheduled hours on a specific workday will not be paid at the overtime rate or accrued as compensatory time at the overtime rate by deputies who serve as a parole and probation deputy or in a special assignment (including for example, marine deputy, forest deputy, school resources deputy, detective, DA or child abuse investigator and/or to a multi-disciplinary task force) if the deputy and supervisor agree that time worked in excess of the scheduled hours on a work day will be flexed off within the same workweek.
- b) Notwithstanding any contract or policy term, the parties' collective bargaining agreement shall not be interpreted nor applied to permit any manager or supervisor to direct an employee to work overtime hours on one occasion in excess of the regularly scheduled hours of work and take corresponding time off unwillingly on another regular workday. This provision does not preclude the assignment of overtime.

#### 10.4 No Pyramiding.

At no time shall the County be required to pay twice for the same hours worked.

### **ARTICLE 11 – SAFETY**

All bargaining unit members will comply with all safety rules and regulations established by the Sheriff and County. The County agrees to abide by standards of safety and health in accordance with the Oregon Safe Employment Act.

In efforts to maintain safe working conditions, employees should report any unsafe act, conditions, or unsafe equipment to a supervisor, the safety committee or to Risk Management. Employees are not expected to operate any equipment that would reasonably be considered to be

in an unsafe working condition by a normally prudent individual consistent with the employee's training and job requirements. Employees shall not be required to perform acts violating state or federal safety laws.

The parties agree to hold regular safety committee meetings to address safety concerns.

## **ARTICLE 12 – SICK AND MEDICAL LEAVE**

### **12.1 Accrual.**

Sick leave is earned, granted and accrued as insurance against temporary income loss due to illness or injury as defined herein. In no sense shall it be construed as a right or benefit which an employee may use for any purpose other than that defined. Any action which results in an abuse of any provision of this Article may be grounds for disciplinary action.

Sick leave shall be earned for the purpose stated herein by each employee at a rate of eight (8) hours for each calendar month of service, commencing with the date of employment of his/her last date of hire. For part time employees, sick leave is earned prorated based on the employee's budgeted FTE with a minimum accrual as required by state law.

### **12.2 Utilization.**

An employee may utilize sick leave, with the approval of the County, when unable to perform their work duties by reason of the employee's illness or injury, or as otherwise provided by law (FMLA, OFLA, Oregon Statute) except that employees shall not be entitled to use earned sick leave during their first 90 days of employment. When requesting paid sick leave, the employee must notify their immediate supervisor or the on-duty supervisor of their absence due to sick leave at least two (2) hours prior to the scheduled start of their shift except to the extent that doing so under the totality of circumstances is not possible. Notice shall include who is ill, and the expected length of absence. If a supervisor is not available, the above message may be left at dispatch. The County may, at its discretion, require the employee to submit a statement from the health care provider for verification of illness, if permitted by applicable law. Employees should also refer to County policy.

Prior to allowing an employee to return to work and if permitted by law, the County may require a release from the Health Care Provider.

### **Medical Verification, Return to Work and Misuse of Leave:**

The County may require an employee to submit written certification from a qualifying healthcare provider or other acceptable verification of eligibility to receive sick leave benefits under any of the following conditions:

- a. The employee's absence exceeds three (3) consecutive workdays, excluding scheduled days off, as permitted by Oregon Paid Sick Leave law or other applicable law;
- b. The employee is absent on an intermittent basis for a chronic condition or other FMLA/OFLA/OPFMLA qualifying reason as permitted by applicable law; or

- c. The County articulates facts giving rise to a good faith concern that misuse of sick leave has occurred (e.g. questionable patterns of usage, calling in on a previously denied day off, in conjunction with scheduled vacation or undesirable work assignment etc.)

Prior to allowing an employee to return to work, the County may require a release from the health care provider stating that the employee may return and safely perform his/her normal duties.

Where the County has an articulable reasonable belief the employee is by reason of his/her illness or injury unable to perform his/her duties to a degree of safety necessary for himself/herself or other employees and consistent with applicable law, the County may request an employee to submit to a medical examination to verify employee's continued ability to perform essential functions of the position and continue to work. Medical examination costs and time will be paid by the County.

This Article does apply to periods of workers' compensation time loss.

The ability of an employee to attend work regularly is a job requirement and essential job function.

The County will adhere to the statutory provisions of the New Oregon Paid Family Leave Law (HB2005) without further bargaining obligations. Any benefits provided by the Oregon Paid Family Leave Law will be considered concurrent with any benefits provided in this Agreement. Employees may elect to use accrued leave to make up the difference between OPFMLA payments and the employee's regular net pay similar to Article 12.3(a).

#### 12.3 Integration with Workers' Compensation and Leave Coordination.

- a. Injuries sustained or illness caused while on duty are subject to the State Industrial Compensation Act. Sick leave shall not be approved or paid to any employee for illness or injury incurred due to on the job injury when working for another employer.

When an injury occurs or illness is caused in the course of employment, the employee may elect to use accrued paid leave to make up the difference between time loss payments and the employee's regular net pay. At the election of the employee to use sick leave, the County's obligation to pay under this sick leave Article is limited to the difference between any time loss payment received under Workers' Compensation laws and the employee's regular net pay. Regular net pay is the compensation received in the pay period by the employee as provided by the wage scale for a regular work schedule. In such instances, pro-rated charges will be made against accrued leaves in the order of compensatory time, sick, vacation and holiday.

- b. Light Duty: For employees receiving worker's compensation time loss benefits, the Sheriff may offer light duty assignments subject to work needs and medical verification and release.

#### 12.4 Maximum Accumulation.

Unused, earned sick leave shall accumulate to 1,440 hours and said accumulation shall be used only for illness or injury as defined herein or as permitted by applicable law.



12.5 Retirement.

Unused sick leave shall not be compensated in any manner, except that upon retirement in good standing from County service, the value of accrued but unused sick leave up to a maximum of 480 hours shall be determined based on the employee’s final rate of pay and will be paid by the County as an elective contribution to the employee’s Section 457 retirement account on a non-elective basis subject to FICA/FUTA withholding as required by law. If at the time of retirement the employee has not established a Section 457 plan to contribute to, this provision is forfeited.

**ARTICLE 13 – VACATION**

13.1 Accrual.

Employees shall accrue vacation according to the following schedule:

6 months to 5 years (60 months)	8 hours per month worked
5 to 10 years	10 hours per month worked
10 to 15 years	12 hours per month worked
15 to 20 years	14 hours per month worked
20 years +	16 hours per month worked

To be eligible for vacation credit, an employee must have been employed by the County for six (6) full, consecutive months from last date of hire. Vacation is retroactive for probationary employees to the date of hire upon successful completion of the first six (6) months of the employee’s probationary period.

13.2 Rate.

The rate of vacation pay shall be the employee's regular hourly straight time rate of pay in effect for the employee's regular classification on the payday immediately preceding the employee's vacation period.

13.3 Maximum Accrual.

An employee's earned but unused vacation credits shall not be allowed to accumulate beyond 1½ times their annual accrual rate. Vacation credits do not accrue past the maximum.

13.4 Scheduling.

Employees shall be permitted to request vacation periods. The County shall review and consider such requests when determining vacation schedules. Vacation schedules shall be established between the

employees and the County on a seniority basis (with seniority as defined in Article 16.1 applicable for this purpose) provided that requests for vacation scheduling based on seniority shall be made by March 1 of each calendar year. Bids will use a 2 bid process. The first bid permits an employee to bid for up to 8 days of time off if on a 5/8 or 4/10 schedule or 10 days if on an FLSA 7K schedule. The vacation time requested does not have to be consecutive. The first bid is offered to all staff by seniority. Thereafter a 2<sup>nd</sup> bid is provided to all staff based on seniority for any remaining vacation requests. Once the time for seniority bids for vacation has closed, the Sheriff or designee shall establish the vacation calendar of approved bid vacations with due regard for operational and staffing considerations. Thereafter, vacation requests will receive priority based on the date the request is received.

An employee shall be allowed to use paid vacation during an otherwise unpaid family medical leave and shall be required to do so before taking unpaid family medical leave.

The following considerations apply to vacation bidding and scheduling, and reflect current Sheriff's Office practice:

- a. Only one employee at a time, per each shift within the division, may schedule or take vacation, unless staffing permits more than one employee to take time off, as determined by the Sheriff.
- b. Times may be blocked from vacation prior to the bid to meet annual Sheriff's Office wide training requirements and operational need. As a general rule, the County will keep such blocked time to a minimum and will not block weeks during the summer and fall months.
- c. Additional time off may be granted by the Sheriff or designee as scheduling and operational considerations permit throughout the year.
- d. Vacation time that exceeds the eight (8) or ten (10) consecutive days cannot be guaranteed; however, efforts will be made to accommodate an employee's requested vacation(s). Such scheduling shall be at the Sheriff's discretion.

### 13.5 Death or Termination.

In the event of death or termination of an employee during the initial six (6) months of their employment, no payment in lieu of vacation shall be made. In the event of death or termination of employment after an employee has served six (6) months, and is otherwise entitled to vacation credits, the employee shall be entitled to payment for accrued vacation. In the event of death, earned but unused vacation credits shall be paid in the same manner as salary due the deceased employee is paid.

### 13.7 Buy-Out.

Employees that schedule at least a forty (40) hour (weeklong) vacation may request up to an additional 40 hours of their vacation accrual be paid to them at the time of their schedule leave or on the first paycheck in December of the same year. When such a request is made, the County shall make payment. Employees may only request this payment once each fiscal year.

## ARTICLE 14 – HOLIDAYS

In lieu of observing holidays recognized by the County, an employee shall accrue eight (8) hours of holiday time off per month into a holiday leave bank.

Each May and December, the employee may elect to cash-out up to forty-eight (48) hours of accrued holiday.

Employees shall request holiday time off which supervisors will grant or deny based on operational need. No more than three (3) consecutive workdays may be taken off as holiday leave unless specifically authorized in an exceptional circumstance by the Sheriff.

Employees in the classifications parole and probation deputy, parole and probation technician and records clerk may be required to take off from work and charge to holiday or vacation accrual any day which the County observes as a holiday when the Courthouse is closed.

Due to operational needs, Labor Day, Memorial Day and Fourth of July are generally restricted for time off requests. If an employee is assigned to work on one of these days (actual day), the employee will be compensated for all hours worked at the rate of time and one-half. This provision does not apply to voluntary overtime offered. *(note: Overtime is paid from the hours of midnight to 11:59 on the actual holiday)*

## ARTICLE 15 – OTHER LEAVES

### 15.1 Bereavement Leave.

An employee may be granted up to forty (40) hours leave of absence with pay per incident in the event of death in the immediate family of the employee. However, the total time granted shall not exceed eighty (80) hours per year for any employee.

In instances of leave usage for bereavement, an employee's immediate family shall be defined as the employee's spouse, domestic partner, parents, children, siblings, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, stepparents, stepchildren and step grandchildren. Such leave shall be at the employee's regular rate of pay and shall be accounted for separately from sick leave. Such leave shall not accumulate from year to year and must be approved by the department head. Such leave will run concurrently with Oregon Family Leave to the extent allowed by law.

As provided by OFLA, an employee may be eligible for up to 2 weeks of protected leave to grieve the death of a family member including attending a funeral or similar, or make arrangements necessitated by the death of a family member. The leave must be taken within 60 days of learning of the passing.

Employees may be eligible for OFLA bereavement leave for other persons not listed above.

## 15.2 Leave Without Pay.

A regular employee may be granted a leave of absence without pay for up to nine (9) months. Requests for such leaves must be in writing and must establish sufficient justification for approval by the Sheriff. Requests must be submitted to the Sheriff to allow adequate time for review and action. Once a leave request is approved, the employee will be required to use all accumulated vacation, holiday and compensatory time at the beginning of their leave period (e.g., if an employee requests a nine (9) month leave and has a month of accumulated leave, only eight (8) months of the leave will be unpaid).

Once on leave without pay, the employee will not accrue any benefits.

## ARTICLE 16 – SENIORITY

### 16.1 Definition.

Seniority means a regular employee's length of continuous service in the bargaining unit since the last date of hire. An employee who has not completed twelve (12) months of continuous employment shall not be considered to have seniority.

### 16.2 Utilization.

The selection of days off, as provided in Section 16.4, hereof, and vacation selection shall be by seniority, that is total length of service in the bargaining unit. The accrual of vacation, sick leave and retirement credit shall all be based upon total length of continuous service in the bargaining unit.

### 16.3 Seniority Loss.

An employee shall lose all seniority credit in the event of:

- a) Voluntarily quitting.
- b) Discharge.
- c) Failure to return from layoff on the date specified for return to duty.
- d) Layoff of more than eighteen (18) months.

### 16.4 Shifts and Days Off.

Shifts and days off by seniority as defined in Article 16.1 will be granted in accordance with the current practices in force in the corrections and patrol divisions. The County may depart from seniority to schedule as required for training of a new employee, for special assignments (marine and forest deputy, DARE, school resources deputy, DA or child abuse investigator and other Multi-disciplinary Task Force assignments, for example). The Sheriff may designate particular shifts and shift hours, not inconsistent with Article 8.6, associated with such assignments.

### 16.5 Seniority Status for Overtime Opportunities

For posted overtime opportunities, seniority by classification will apply, meaning the most senior person in the classification has first rights.

## **ARTICLE 17 – PROBATIONARY PERIOD**

### **17.1 New Employees.**

Sworn employees shall serve a probationary period of eighteen (18) months from date of hire (548 days). Non-sworn employees shall serve a probationary period of twelve (12) months from date of hire (365 days). Termination of employment during the initial probationary period is not subject to grievance and is at the discretion of the County.

In the event an employee is absent for more than 20 working days during the probationary period and in order to provide a full period of observation during the probationary period, the Sheriff, with the approval of the Human Resources Department, may extend a probationary period equivalent to the time a probationary employee is absent from work, not to exceed an additional ninety (90) calendar days.

### **17.2 Promotion Probationary Period.**

Regular employees promoted into a higher classification within the bargaining unit shall serve a probationary period of six (6) months post completion of DPSST academy and FTEP, except if the promotion is from a non-sworn position to a sworn (DPSST) position or to a Patrol Deputy position which will revert to the initial 18 month probation in 17.1. The Union recognizes the right of the County to demote an employee on promotional probationary status for any reason deemed sufficient by the County and without grievance.

Transfers between disciplines (Parole/Probation, Corrections, Patrol) will serve a probationary period of twelve (12) months. An extension may be granted at the discretion of the Sheriff in order to schedule DPSST academy training. The Union also recognizes the right of the County to transfer an employee on probationary transfer status for any reason deemed sufficient by the County and without grievance. The County not precluded from imposing just cause discipline or separation of employment for not meeting the essential functions of the position for either classification.

## **ARTICLE 18 – LAYOFF AND RECALL**

### **18.1 Process.**

A layoff means an involuntary separation from the Sheriff's Office that is due to lack of work, lack of funds or operational need. Subject to the conditions of this article, layoffs are at the discretion of the County. If the County is to layoff employees, such layoffs shall be made within each affected job classification in the Sheriff's Office on the basis of seniority as defined in Article 16. That is, the least senior employee in the affected classification shall be the first to be laid off.

Advance notice will be provided to employees the County intends to layoff. Such notice shall be provided when plans are finalized, and not less than ten (10) days prior to such layoff. Employees laid off for a period of more than 18 months lose all seniority credits.

Employees recalled within eighteen (18) months of their day of layoff shall be recalled according to seniority, provided, however, that the laid off employee must retain qualifications and fitness as defined by DPSST in administrative rules related to standards of certification and revocation and suspension of certification in order to be eligible for recall. No new employees shall be hired into a classification until employees laid off in that classification have been offered an opportunity to return to work. A refusal of recall shall constitute a waiver by the employee of all recall rights unless the employee is temporarily incapacitated by illness or injury in which case the employee may remain on the recall list until qualified for recall. Employees on recall are responsible to keep the County informed of any changes in residence or contact information.

#### 18.2 Bumping.

Employees with prior service in lower paying classification, provided they possess the required certification if any, shall have the right, but shall not be required to, displace or "bump" an employee with less seniority in such lower paying classification. There shall be no bumping among the classifications of deputy (parole and probation, corrections and patrol) except in a circumstance where a deputy to be laid off possesses greater seniority than the least senior deputy in a different classification and that deputy has served successfully in the other classification on a non-probationary basis. If an employee's classification changes as a result of bumping permitted by this section 18.2, the employee shall not be deemed probationary under Article 17.

### **ARTICLE 19 – DISCIPLINE AND DISCHARGE**

#### 19.1 Definition.

No regular employee shall be disciplined or discharged except for just cause. The definition and application of just cause for sworn law enforcement officers is subject to applicable law. Formal disciplinary actions are: written reprimand, suspension without pay, demotion and termination.

Verbal warnings, whether or not documented in writing, and written warnings and other corrective action documentation are not discipline and are not subject to the grievance procedure. These non-disciplinary actions will not be placed directly in the personal file but may be maintained in a supervisory file to be reviewed with yearly performance evaluations. Employees may provide a written rebuttal to these non-disciplinary actions. These corrective actions will be deemed stale after 18 months should no similar related conduct occur.

#### 19.2 Imposition of Discipline.

Imposition of formal discipline will be done in a private manner. Formal disciplinary actions as listed above will be given to the employee and the Union in writing with explanation of findings, conduct and sanction, if any.

### 19.3 Due Process.

In the event the County believes an employee may be subject to formal discipline, the employee will be notified of the charges or allegations that may subject them to discipline.

In the event the County believes an employee may be subject to formal discipline greater than a written reprimand, the following procedural due process shall be followed:

- a. The employee shall be notified in writing of the pre-disciplinary sanctions being considered;
- b. The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal pre-disciplinary meeting prior to final determination of discipline and
- c. At their request, the employee will be entitled to be accompanied by a representative of the Union at the pre-disciplinary informal meeting .

## ARTICLE 20 – INSURANCE

### 20.1 Medical, Dental and Vision Insurance; Health Reimbursement Arrangement.

The County shall provide and maintain Oregon Teamster/Employer trust GW medical, Dental Plan No. 5 or 6 and Vision Plan No. 3 or 4 and Retiree insurance as hereinafter described. The County may elect any combination of Dental and Vision identified in this Article 20.1 based on cost.

- a. The Union, employees and the Employer shall cooperate in the execution of appropriate OTET subscription agreements and the enrollment of employees and dependents in OTET insurance plans.
- b. This Agreement is intended to specify that health insurance eligibility shall be restricted to only those bargaining unit employees who are employed as regular full-time employees in the bargaining unit, or whose employment status and hours entitle the employee to benefits under the terms of the OTET subscription agreement (that is, eighty (80) compensable hours in the prior calendar month).

HRA/VEBA: The County shall establish and maintain an HRA account and shall contribute Seventy-Five Dollars (\$75.00) per month on behalf of each employee. Changes to plan administrator will be provided with 60 days notice to the Union. Effective the month following execution of this agreement, the County VEBA contribution will change to \$100.00 per month on behalf of each employee.

### 20.2 Life Insurance.

During the term of this Agreement, the County will contribute to the purchase of a life insurance benefit for all full-time employees eligible to participate in the County retirement plan. The life insurance death benefit shall be fifty thousand dollars (\$50,000.00) under a level term group life insurance policy. The policy shall provide an AD&D benefit of sixty thousand dollars (\$60,000) and is intended to meet statutorily required term life insurance coverage for law enforcement officers.

### 20.3 Retiree Health Benefits.

OTET provides a retiree insurance plan available to retirees from the date of retirement until Medicare eligibility, at the employee's expense. Employees who are enrolled in the OTET insurance plan as an active employee are, under the terms of the Plan, eligible for non-Medicare and non-Medicaid retiree medical benefits with a benefit subsidy for the employee and participation for spouse and dependents as provided for in Plan documents.

A member of the Tillamook County Teamster bargaining unit hired on or before July 1, 2004 may elect, at the time of retirement, one of the following three options:

a. **OPTION ONE – NO INSURANCE COVERAGE DESIRED.**

Under option one, the County shall have no obligation to pay any retiree health care benefit.

b. **OPTION TWO – PERSONAL MEDICAL INSURANCE POLICY.**

Under option two, a retiree at their sole discretion may elect to obtain medical insurance coverage from a source of the retiree's choice. (ie: Independent third party carriers) Under this option, upon certification to the county that coverage has been acquired, the County will reimburse to the retiree an amount per month not to exceed the monthly premium for the CIS single retiree rate. If the cost of the policy exceeds the CIS single rate, the retiree must pay the difference. If the cost of the policy is less than the CIS single rate, then the County's obligation shall be to pay the actual cost of the coverage. Note: Bargaining unit members are not eligible for coverage under the County's CIS plan due to carrier rules and for having existing coverage under OTET.

c. **OPTION THREE – OREGON TEAMSTER EMPLOYER TRUST NON-MEDICARE COVERAGE.**

Under option three, an eligible retiree may elect to obtain medical insurance under the provisions of the Oregon Teamster Employer's Trust non-Medicare retiree plan. Under this option, upon certification to the County that the employee has elected OTET retiree coverage under the non-Medicare retiree plan, the County will reimburse to the retiree an amount per month not to exceed the monthly medical premium for the current CIS single rate. The parties acknowledge that at the present time, OTET does not accept retiree premium dollars from employers and the retiree must self-pay the monthly premium. If the cost of the OTET non-Medicare retiree coverage exceeds the CIS single rate, the retiree must pay the difference. If the cost of the OTET non-medicare retiree coverage is less than the CIS single rate, then the County's obligation shall be to pay the actual cost of the coverage.

The County's obligation to pay premium reimbursements under this contract ends at the time the retiree becomes Medicare/Medicaid eligible.

### 20.4 Long Term Disability Insurance.

The County will offer long term disability insurance as defined in the group plan documents and benefit summary adopted and amended by the carrier. The County may transition to a different



insurance company that provides a comparable or superior value and benefit. Changes to plan administrator will be provided with 60 days' notice to the Union.

## **ARTICLE 21 – LIABILITY**

The County recognizes that pursuant to ORS 30.285, the primary responsibility for claims against employees arising out of the lawful performance of their job duties rests with the County.

## **ARTICLE 22 – GRIEVANCE PROCEDURE**

### **22.1 Resolution Process.**

Any grievance which may arise between the parties over the application, meaning or interpretation of this agreement shall first be brought to the attention of the employee's immediate supervisor outside of the bargaining unit. The employee and the supervisor, within ten (10) days of the employee's knowledge of the problem, shall informally discuss the dispute and attempt to resolve it. If no resolution can be achieved, the employee or the Union shall, within thirty (30) days of the supervisor's response, proceed as follows:

Step 1 – If an employee is unable to resolve a dispute with an informal discussion with their supervisor who is the lowest level decision maker regarding the discipline imposed or proposed, the Union may seek further resolution by filing an official grievance with the County. If the grievance challenges a disciplinary action upon a sworn law enforcement deputy, such grievance shall be filed, in writing, with the lowest level supervisor who has imposed or recommended imposition of the discipline, generally the division commander, with a copy to the Undersheriff. If the grievance challenges an interpretation of this collective bargaining agreement, rather than a disciplinary action, the grievance will be filed directly with the Undersheriff. In either scenario, the Union shall file the grievance with the Undersheriff who shall distribute a copy to the decision maker for action and to the Sheriff for information.

The decision maker will consider the written grievance and shall meet with the employee and a representative of the Union within ten (10) days of its submission in writing to the Undersheriff. Within ten (10) days of the meeting with the employee and/or Union representative, the decision maker shall render a written decision and provide same to the employee and the Union representative.

The written grievance shall contain the following in order to be deemed sufficient to initiate the process under this grievance procedure:

- a. A description and date of the circumstances that led up to or is the cause for the grievance;
- b. A citation of the contract provisions that have allegedly been violated and a description of why the employee or Union believes this to be true;
- c. The date and explanation of the informal attempt to resolve the problem with the employee's immediate supervisor and the date of the supervisor's expressed inability to resolve the dispute; and
- d. A description of the remedy sought for resolution of the problem.

Step 2 – If the Union elects to pursue the grievance to a higher step due to disagreement with the Step 1 decision, the Union shall file with the Undersheriff a Step 2 grievance explanation of the reasons for disagreement with the Step 1 decision, and shall do so within ten (10) days following receipt of the Step 1 decision. The Undersheriff will consider the written grievance and shall meet with the employee and a representative of the Union within ten (10) days of its submission in writing. Within ten (10) days of its meeting with the employee, the Undersheriff shall render a written decision and provide same to the employee and the Union representative.

Step 3 -- If the Union elects to pursue the grievance to a higher step due to disagreement with the Step 2 decision, the Union shall file with the Sheriff a Step 3 grievance explanation of the reasons for disagreement with the Step 2 decision and shall do so within ten (10) days following receipt of the Step 2 decision. The Sheriff will consider the written grievance and shall meet with the employee and a representative of the Union within ten (10) days of its submission in writing. Within fifteen (15) days of its meeting with the employee, the Sheriff shall render a written decision and provide same to the employee and the Union representative.

Mediation: The parties acknowledge the value to resolving disputes efficiently and with minimal costs. If the Union is not satisfied with the response in Step 3, the next step of this process is that the Union may submit the grievance to mediation within 10 calendar days from the Step 3 response or date due. The parties may mutually agree to a local mediator or use a mediator provided by the Employment Relations Board. Parties agree to share the costs of the mediator. Mediation may be waived by mutual agreement. The period for mediation will be limited to 120 days, starting from timely notice of mediation by the moving party. The parties must meet at least one time and agree to meet in good faith to resolve the dispute. Termination cases do not need to follow the mediation process and may move to Step 4.

Step 4 – If the above process fails to resolve the grievance and the Union decides to carry it further, the Union shall, within ten (10) days of the Sheriff’s written decision, notify the Sheriff that the Union intends to advance the grievance to arbitration. For grievances not involving discipline of a sworn law enforcement deputy, at this time the Union shall simultaneously request a list of seven (7) Oregon/Washington arbitrators from the Oregon Employment Relations Board. For grievances involving discipline of a sworn law enforcement deputy, the moving party agrees to request an arbitrator consistent with HB2930 (*add ORS cite when determined*) in accordance with the process established by the Employment Relations Board with simultaneous notice to the other party and within 10 days of the Sheriff’s written decision.

For grievances not involving discipline of a sworn law enforcement deputy, the parties will select an arbitrator from the list by alternately striking the names. The Union shall strike the first name. This process shall not preclude the parties from mutually agreeing to an arbitrator. The final name left on the list shall be the arbitrator.

For all grievances, the arbitrator's decision shall be final and binding; provided, however, that the arbitrator shall have no power to alter, modify, add to, or subtract from the terms of this Agreement, or otherwise to exceed the arbitrator's jurisdiction. The arbitrator's decision

shall be within the scope and terms of the Agreement, applicable law and the PECBA, and in writing. The arbitrator shall be asked to submit their award within thirty (30) calendar days from the date of the hearing.

## 22.2 Costs.

The County and the Union shall equally divide the arbitrator's fee, the cost of any hearing room, court reporter (as mutually agreed to use) and record.

## 22.3 Time Limits.

“Days” as used in this Article are calendar days on which the County courthouse is open. Any and all time limits specified in the grievance procedure may be waived or reasonably extended by mutual consent in writing of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute a loss of the right to have the grievance arbitrated. If time limits are missed by the employee/Union the grievance may only be pursued through Step 2 and the decision of the Undersheriff will be final and binding. Failure by the County to submit a reply within the specific time period shall allow the employee/Union to move the grievance to the next step of the procedure. A grievance may be withdrawn at any time upon receipt of a signed statement from the Union or the employee.

In the event the parties dispute timeliness issues for matters submitted to arbitration, the arbiter will be limited to hear the timeliness arguments first, including any closing summation by the parties. The arbiter will then rule from the bench on the timeliness issue before proceeding with any merits of the case.

## **ARTICLE 23 – GENERAL PROVISIONS**

### 23.1 Uniforms and Equipment.

The County will provide and maintain the current basic uniform(s) at no cost to the employee. In addition, the County will continue to issue, maintain and replace as determined necessary or appropriate by the Sheriff personal equipment of ballistic vest & cover, taser, body camera, chemical agents, ammunition and such other equipment as the Sheriff may identify and elect to issue on an Office-wide basis periodically for sworn deputies and others as appropriate as determined by the Sheriff. The County reserves the right to determine the need for the repair and/or replacement of such uniform(s) and equipment.

All employees shall wear the uniform(s) prescribed by the Sheriff and possess/carry on duty equipment as required. An employee’s failure to comply with the Sheriff’s policies which prescribe uniform(s) and equipment shall be a basis for disciplinary action.

Employees are responsible for cleaning and safeguarding of uniform and equipment items. In addition, the parties recognize that employees are free to acquire for business use and reasons related to their personal preferences law enforcement equipment and items for personal protection, offender

control and employee convenience which are not part of the Sheriff's Office "issued" inventory of items referred to in the first paragraph of this section.

Equipment and Clothing Allowance: The County will pay to each sworn deputy in the last payroll check in the month of July of each year the amount of five hundred and sixty-four dollars (\$564.00). This payment is not a reimbursement and does not restrict Employees' ability to claim employee business expenses as deductions on their state and federal tax returns. New hires will receive a prorated amount based on month of hire. Payment is subject to applicable taxes.

In the event of loss or damage of a deputy's personally owned equipment, watch or eyeglasses in the performance of duty through no fault or carelessness of the deputy, the deputy may request reimbursement of replacement or repair costs in an amount which is reasonable and necessary. Any reimbursement and the amount thereof shall be not greater than the Sheriff determines to be fair and reasonable, provided however that in no event shall the County assume responsibility for eyeglasses in an amount greater than \$200, or a watch in an amount greater than \$100, for expenses not reimbursable: County reimbursement shall be secondary to responsibility of all County insurers including workers' compensation. The County shall not be responsible for reimbursement of any expense which can be paid from another source.

### 23.2 Outside Employment.

Outside employment shall be permitted only with the express prior approval of the Sheriff. Any employee with outside employment commencing on or after the effective date of this Agreement shall notify the County thereof within sixty (60) days after the effective date of this Agreement. To deny outside employment, the County must find that it violates one of the following criteria:

- a. That such employment is in conflict with the interest of County employment.
- b. That such employment detracts from the efficiency of the employee in his/her County work.
- c. That such employment is a discredit to the County employment.
- d. That such employment takes preference over the requirements of County employment.
- e. That such employment could put the employee and/or the County in an embarrassing or compromising situation, or one which could present a conflict of interest.

Failure to comply with or violation of the above shall be grounds for disciplinary Acton. At the discretion of the Sheriff, the Sheriff may withdraw approval of outside employment if the conditions above are not adhered to.

### 23.3 Callback Time.

Eligible employees who are directed to return to work during their off-duty hours by the County shall receive a minimum of two (2) hours overtime pay or comp time for the work for which they are called back. The pay shall be at the appropriate overtime rate for the involved employee. This provision applies only when call back results in hours worked which are not annexed consecutively to one end or the other of the working day or working shift. This provision does not apply to scheduled overtime, call-in times annexed to the beginning of the work shift or holdover times annexed to the end of the work shift or work day. This callback minimum shall apply to court appearances (court time).

Callback and court appearances on the employee's day off shall be at the minimum rate of three (3) hours.

#### 23.4 Funding.

The parties recognize that revenue needed to fund the provisions of this Agreement must be approved by established budget procedures, and if required, by a vote of the electorate of the County.

This Agreement, therefore, is entered into contingent upon the final approval of a budget sufficient to fund the Agreement. The County agrees to include in this budget request an amount sufficient to fund this Agreement but, in the event that final approval of an operating budget has not been obtained by July 1 of each fiscal year, then all provisions of this Agreement requiring the expenditures of funds by the County shall be subject to renegotiation between the parties, upon the written request for renegotiation being made by the County to the Union.

#### 23.5 Promotional Opportunities.

Qualified in-house candidates will be granted an interview. In the event the employee is not selected for the promotion, upon request of the employee, the County will provide suggestions as to how the employee can better qualify himself for future opportunities.

#### 23.6 Legal Defense Fund.

The County recognizes that sworn members of the bargaining unit may participate individually in the IBT "Team Legal" defense fund through employee payroll deduction.

#### 23.7 Use of Deadly Force Review Procedures.

The County shall adhere to the requirements and procedures set forth in the Sheriff's policies and procedures and ~~the Tillamook County~~ Senate Bill 111 mandated Use of Deadly Physical Force Plan.

### **ARTICLE 24 – RETIREMENT**

The parties acknowledge that employees covered by this Agreement are covered by Tillamook County's private retirement plan. There shall be no modification, benefit reduction, or plan redesign which is less favorable overall than the PERS plan information in effect at any particular time, without prior notice to the Union and the statutorily required impact bargaining during the life of this Agreement. The County shall not be required to bargain over a change in County retirement directed by the PERB, provided however that (1) there may or may not be a duty to bargain over the impacts of such a mandated change if the County effectuates a change in the County plan as directed by the PERB or the State, and (2) the parties to this Agreement do not, by this Agreement, waive the right to assert any claim or defense to any demand, claim, suit, or other assertion the other party related to changes that may arise related to retirement benefits of the County plan.

**ARTICLE 25 – TERM OF AGREEMENT**

25.1 Term.

This contract shall be effective as of the first of the full calendar month commencing after ratification by the parties, except as otherwise specified herein, and shall remain in full force and effect up to and including June 30, ~~2024~~ 2020. The contract shall be continuous thereafter from year to year unless prior to the 10<sup>th</sup> day of January of the expiring year, or prior to the 10<sup>th</sup> day of January of any subsequent year thereafter either party shall file written notice with the other of its desire to amend, modify, or terminate this contract.

25.2 Closure.

All terms and conditions of employment not covered by this Agreement shall continue to be subject to the County's direction and control and shall not be subject to the grievance procedure for the term hereof.

Unless otherwise specified by this agreement, the Union acknowledges that during the collective bargaining period for this existing agreement, the Union had the full opportunity to have presented and bargained all matters of “employment relations,” as provided by PECBA. The Union hereby waives any further obligation to bargain other matters of employment relations raised by the Union that are not addressed by this agreement, however, retains the right to bargain those matters raised under the provisions ORS 243.698 or ORS 243.702.

**ARTICLE 26 – EXECUTION OF AGREEMENT**

WITNESS WHEREOF, the parties to this Agreement agree that it is accurate and complete and have executed the same by their officers and agents as duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, 2022

For the County:

For Teamsters Local 223:

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

## APPENDIX A Pay Table

Wages are represented hourly. (note: new appendix will not reflect semimonthly or annual wages or incentive pays due to different yearly work schedules.)

add new scales here

### DONATED VACATION OR SICK LEAVE POLICY\*

The intent of this policy is to provide a means for employees to donate accrued vacation or sick hours for eligible coworkers if they have depleted their leave balances due to becoming seriously ill or injured. However, employees should not rely on receiving donated leave if their banks are depleted. Employees may request donations once per qualifying event.

This policy applies to the employees represented by Teamsters #223. The County is not precluded from adopting this policy for other employees, subject to Board approval or other legal obligations for other bargaining units. The County acknowledges that prospective changes to this policy may require bargaining obligations.

#### Criteria for Receiving Donations

In order to be eligible to receive donated leave benefits, you must meet all of the following criteria:

- You must be employed in a classification that is eligible to earn paid vacation and sick benefits through Tillamook County,
- All accrued paid leave must be exhausted,
- You must not have any attendance disciplinary action for habitual, patterned or excessive absenteeism or tardiness in your file within the previous twelve months,
- You must be unable to work/continuously absent from work for a period of at least fourteen(14) calendar days due to your own serious illness or injury or the need to care for their spouse, registered domestic partner or child (including biological, adopted, step-children, foster children, registered domestic partner's children) with a serious illness or injury.
- You must apply for and be approved to receive family leave under applicable law (OFLA and/or FMLA),
- You must not have already received donated leave for the same qualifying event, and
- You must have made a written request for donated leave.

Donations are hour for hour and employees are only eligible to receive leave donations for the hours they would otherwise be scheduled to work, up to the amount of time that the healthcare provider has certified that they or



their family member is unable to work as a result of the qualifying condition.

An employee receiving donated leave for a qualifying event is limited to receiving up to 80 hours of leave.

Please note that employees are strongly encouraged to manage their paid leave wisely and to keep "reserves" available to cover themselves if a serious illness or injury occurs. The County does not guarantee how much, if any, donated leave benefits will be available for any employee. Even when donated leave is available, there is no guarantee that sufficient leave donations will be received to cover any employee's entire period of eligibility.

### **Requests for Donations**

An eligible employee must contact Human Resources to initiate the donation process. The employee requesting a leave donation must complete a Leave Donation Request Form, available from Human Resources. The employee should specify the amount of leave being requested. Medical certification of the illness or injury will generally be required. Leave donation requests must be reviewed and approved by Human Resources. To reduce delays, the leave donation process should be started as soon as the receiving employee realizes there is a need for donations - ideally, prior to the exhaustion of accrued paid leave balances.

Human Resources will post a County-wide notice to solicit donations for donated leave. Employee medical information will not be released.

Donations will be applied to the recipient's sick leave account on an hour-for-hour basis in the order they are received. Donations in excess of the allowable maximum will not be processed.

### **Making Donations**

Employees who wish to donate paid leave to another employee can donate accrued vacation and accrued sick leave. Accrued holiday and personal days are not eligible for donation.

In order to be eligible to donate leave, the employee must meet all of the following criteria:

- The donating employee must maintain a minimum of eighty (80) hours of accrued Vacation Leave benefits after the donation.
- The donating employee must maintain a minimum of 280 hours of accrued sick leave benefits after the donation.
- Other forms of leave may not be donated.
- The donating employee must submit a written request stating their desire to donate leave as well as the amount and type of accrued leave being donated.

The donating employee must fill out a Leave Donor Form and submit it to Human Resources. Leave Donor Forms will be accepted by Human Resources after a request has been posted. This form is available from Human Resources. Donating employees can donate more than once subject to the above limitations.

All donations of paid leave benefits are *voluntary* and irrevocable once transferred to the receiving employee (note donations are transferred in the order received. If an employee receives more donations than needed, excess leave will not be transferred). For Teamster employees, disputes of this policy are limited to Step 3 of the grievance within the collective bargaining agreement.

Any employee who feels pressured to donate leave should contact Human Resources immediately.

TILLAMOOK COUNTY LOCAL 2021-2022 TEAMSTER UNION SALARY SCHEDULE

EFFECTIVE JANUARY 16, 2022

4.00% adjustment. Wages are represented hourly.

Table: T	Range	Union	O/T Eligible	Minimum				Steps					Maximum
				1	2	3	4	5	6	7	8	9	10
TITLE													
CORRECTIONS DEPUTY	A	T	Y	\$ 23.35	\$ 24.06	\$ 24.79	\$ 25.54	\$ 26.31	\$ 27.10	\$ 27.92	\$ 28.76	\$ 29.63	\$ 30.52
CRIMINAL DEPUTY	A	T	Y	\$ 23.35	\$ 24.06	\$ 24.79	\$ 25.54	\$ 26.31	\$ 27.10	\$ 27.92	\$ 28.76	\$ 29.63	\$ 30.52
PAROLE AND PROBATION DEPUTY	A	T	Y	\$ 23.35	\$ 24.06	\$ 24.79	\$ 25.54	\$ 26.31	\$ 27.10	\$ 27.92	\$ 28.76	\$ 29.63	\$ 30.52

Table: T	Range	Union	O/T Eligible	Minimum			Steps			Maximum	
				1	2	3	4	5	6	7	8
TITLE											
CORRECTIONS TECHNICIAN	B	T	Y	\$ 19.31	\$ 19.89	\$ 20.49	\$ 21.11	\$ 21.75	\$ 22.41	\$ 23.09	\$ 23.79
LAW ENFORCEMENT TECHNICIAN	B	T	Y	\$ 19.31	\$ 19.89	\$ 20.49	\$ 21.11	\$ 21.75	\$ 22.41	\$ 23.09	\$ 23.79
PAROLE AND PROBATION TECHNICIAN	B	T	Y	\$ 19.31	\$ 19.89	\$ 20.49	\$ 21.11	\$ 21.75	\$ 22.41	\$ 23.09	\$ 23.79

Table: T	Range	Union	O/T Eligible	Minimum			Steps			Maximum	
				1	2	3	4	5	6	7	8
TITLE											
COOK	C	T	Y	\$ 16.53	\$ 17.03	\$ 17.55	\$ 18.08	\$ 18.63	\$ 19.19	\$ 19.77	\$ 20.37
COOK ASSISTANT	C	T	Y	\$ 16.53	\$ 17.03	\$ 17.55	\$ 18.08	\$ 18.63	\$ 19.19	\$ 19.77	\$ 20.37

Table: T	Range	Union	O/T Eligible	Minimum			Steps			Maximum	
				1	2	3	4	5	6	7	8
TITLE											
RECORDS CLERK	D	T	Y	\$ 15.78	\$ 16.26	\$ 16.75	\$ 17.26	\$ 17.78	\$ 18.32	\$ 18.87	\$ 19.44

Revised and adopted by BOC 1/19/2022

TILLAMOOK COUNTY LOCAL 2022-2023 TEAMSTER UNION SALARY SCHEDULE

EFFECTIVE JULY 1, 2022

3.00% adjustment. Wages are represented hourly.

Table: T	Range	Union	O/T Eligible	Minimum				Steps					Maximum
				1	2	3	4	5	6	7	8	9	10
TITLE													
CORRECTIONS DEPUTY	A	T	Y	\$ 24.06	\$ 24.79	\$ 25.54	\$ 26.31	\$ 27.10	\$ 27.92	\$ 28.76	\$ 29.63	\$ 30.52	\$ 31.44
CRIMINAL DEPUTY	A	T	Y	\$ 24.06	\$ 24.79	\$ 25.54	\$ 26.31	\$ 27.10	\$ 27.92	\$ 28.76	\$ 29.63	\$ 30.52	\$ 31.44
PAROLE AND PROBATION DEPUTY	A	T	Y	\$ 24.06	\$ 24.79	\$ 25.54	\$ 26.31	\$ 27.10	\$ 27.92	\$ 28.76	\$ 29.63	\$ 30.52	\$ 31.44

Table: T	Range	Union	O/T Eligible	Minimum			Steps			Maximum	
				1	2	3	4	5	6	7	8
TITLE											
CORRECTIONS TECHNICIAN	B	T	Y	\$ 19.89	\$ 20.49	\$ 21.11	\$ 21.75	\$ 22.41	\$ 23.09	\$ 23.79	\$ 24.51
LAW ENFORCEMENT TECHNICIAN	B	T	Y	\$ 19.89	\$ 20.49	\$ 21.11	\$ 21.75	\$ 22.41	\$ 23.09	\$ 23.79	\$ 24.51
PAROLE AND PROBATION TECHNICIAN	B	T	Y	\$ 19.89	\$ 20.49	\$ 21.11	\$ 21.75	\$ 22.41	\$ 23.09	\$ 23.79	\$ 24.51

Table: T	Range	Union	O/T Eligible	Minimum			Steps			Maximum	
				1	2	3	4	5	6	7	8
TITLE											
COOK	C	T	Y	\$ 17.03	\$ 17.55	\$ 18.08	\$ 18.63	\$ 19.19	\$ 19.77	\$ 20.37	\$ 20.99
COOK ASSISTANT	C	T	Y	\$ 17.03	\$ 17.55	\$ 18.08	\$ 18.63	\$ 19.19	\$ 19.77	\$ 20.37	\$ 20.99

Table: T	Range	Union	O/T Eligible	Minimum			Steps			Maximum	
				1	2	3	4	5	6	7	8
TITLE											
RECORDS CLERK	D	T	Y	\$ 16.26	\$ 16.75	\$ 17.26	\$ 17.78	\$ 18.32	\$ 18.87	\$ 19.44	\$ 20.03

Revised and adopted by BOC

TILLAMOOK COUNTY LOCAL 2023-2024 TEAMSTER UNION SALARY SCHEDULE

EFFECTIVE JULY 1, 2023

3.00% adjustment. Wages are represented hourly.

Table: T	Range	Union	O/T Eligible	Minimum				Steps					Maximum
				1	2	3	4	5	6	7	8	9	10
TITLE													
CORRECTIONS DEPUTY	A	T	Y	\$ 24.79	\$ 25.54	\$ 26.31	\$ 27.10	\$ 27.92	\$ 28.76	\$ 29.63	\$ 30.52	\$ 31.44	\$ 32.39
CRIMINAL DEPUTY	A	T	Y	\$ 24.79	\$ 25.54	\$ 26.31	\$ 27.10	\$ 27.92	\$ 28.76	\$ 29.63	\$ 30.52	\$ 31.44	\$ 32.39
PAROLE AND PROBATION DEPUTY	A	T	Y	\$ 24.79	\$ 25.54	\$ 26.31	\$ 27.10	\$ 27.92	\$ 28.76	\$ 29.63	\$ 30.52	\$ 31.44	\$ 32.39

Table: T	Range	Union	O/T Eligible	Minimum			Steps			Maximum	
				1	2	3	4	5	6	7	8
TITLE											
CORRECTIONS TECHNICIAN	B	T	Y	\$ 20.49	\$ 21.11	\$ 21.75	\$ 22.41	\$ 23.09	\$ 23.79	\$ 24.51	\$ 25.25
LAW ENFORCEMENT TECHNICIAN	B	T	Y	\$ 20.49	\$ 21.11	\$ 21.75	\$ 22.41	\$ 23.09	\$ 23.79	\$ 24.51	\$ 25.25
PAROLE AND PROBATION TECHNICIAN	B	T	Y	\$ 20.49	\$ 21.11	\$ 21.75	\$ 22.41	\$ 23.09	\$ 23.79	\$ 24.51	\$ 25.25

Table: T	Range	Union	O/T Eligible	Minimum			Steps			Maximum	
				1	2	3	4	5	6	7	8
TITLE											
COOK	C	T	Y	\$ 17.55	\$ 18.08	\$ 18.63	\$ 19.19	\$ 19.77	\$ 20.37	\$ 20.99	\$ 21.62
COOK ASSISTANT	C	T	Y	\$ 17.55	\$ 18.08	\$ 18.63	\$ 19.19	\$ 19.77	\$ 20.37	\$ 20.99	\$ 21.62

Table: T	Range	Union	O/T Eligible	Minimum			Steps			Maximum	
				1	2	3	4	5	6	7	8
TITLE											
RECORDS CLERK	D	T	Y	\$ 16.75	\$ 17.26	\$ 17.78	\$ 18.32	\$ 18.87	\$ 19.44	\$ 20.03	\$ 20.64

Revised and adopted by BOC

TILLAMOOK COUNTY LOCAL 2023-2024 TEAMSTER UNION SALARY SCHEDULE

EFFECTIVE JANUARY 1, 2024

0.50% adjustment. Wages are represented hourly.

Table: T	Range	Union	O/T Eligible	Minimum				Steps					Maximum
				1	2	3	4	5	6	7	8	9	10
TITLE													
CORRECTIONS DEPUTY	A	T	Y	\$ 24.92	\$ 25.67	\$ 26.45	\$ 27.25	\$ 28.07	\$ 28.92	\$ 29.79	\$ 30.69	\$ 31.62	\$ 32.57
CRIMINAL DEPUTY	A	T	Y	\$ 24.92	\$ 25.67	\$ 26.45	\$ 27.25	\$ 28.07	\$ 28.92	\$ 29.79	\$ 30.69	\$ 31.62	\$ 32.57
PAROLE AND PROBATION DEPUTY	A	T	Y	\$ 24.92	\$ 25.67	\$ 26.45	\$ 27.25	\$ 28.07	\$ 28.92	\$ 29.79	\$ 30.69	\$ 31.62	\$ 32.57

Table: T	Range	Union	O/T Eligible	Minimum			Steps			Maximum	
				1	2	3	4	5	6	7	8
TITLE											
CORRECTIONS TECHNICIAN	B	T	Y	\$ 20.60	\$ 21.22	\$ 21.86	\$ 22.52	\$ 23.20	\$ 23.90	\$ 24.62	\$ 25.36
LAW ENFORCEMENT TECHNICIAN	B	T	Y	\$ 20.60	\$ 21.22	\$ 21.86	\$ 22.52	\$ 23.20	\$ 23.90	\$ 24.62	\$ 25.36
PAROLE AND PROBATION TECHNICIAN	B	T	Y	\$ 20.60	\$ 21.22	\$ 21.86	\$ 22.52	\$ 23.20	\$ 23.90	\$ 24.62	\$ 25.36

Table: T	Range	Union	O/T Eligible	Minimum			Steps			Maximum	
				1	2	3	4	5	6	7	8
TITLE											
COOK	C	T	Y	\$ 17.64	\$ 18.17	\$ 18.72	\$ 19.29	\$ 19.87	\$ 20.47	\$ 21.09	\$ 21.73
COOK ASSISTANT	C	T	Y	\$ 17.64	\$ 18.17	\$ 18.72	\$ 19.29	\$ 19.87	\$ 20.47	\$ 21.09	\$ 21.73

Table: T	Range	Union	O/T Eligible	Minimum			Steps			Maximum	
				1	2	3	4	5	6	7	8
TITLE											
RECORDS CLERK	D	T	Y	\$ 16.84	\$ 17.35	\$ 17.88	\$ 18.42	\$ 18.98	\$ 19.55	\$ 20.14	\$ 20.75

Revised and adopted by BOC