

AGREEMENT

BETWEEN

COOS COUNTY

AND

COOS ASSOCIATION OF DEPUTY SHERIFF'S

JULY 1, 2022 - JUNE 30, 2024

TABLE OF CONTENTS

PREAMBLE 6

ARTICLE 1 – RECOGNITION 6

 Section 1.1 Recognition 6

 Section 1.2 Temporary Employees 7

 Section 1.3 New Classifications 7

ARTICLE 2 - EMPLOYEE RIGHTS 7

 Section 2.1 Non-Discrimination 7

 Section 2.2 Gender 7

ARTICLE 3 - MANAGEMENT RIGHTS 7

 Section 3.1 Management Rights 7

ARTICLE 4 - COUNTY SECURITY 8

 Section 4.1 Strike 8

 Section 4.2 Association Responsibility 8

 Section 4.3 Lockout 8

ARTICLE 5 - ASSOCIATION SECURITY AND CHECKOFF 8

ARTICLE 6 – PAID WORK TIME TO PERFORM CERTAIN ASSOCIATION
ACTIVITIES 9

 Section 6.2 Access to County Facilities and Equipment 10

 Section 6.3 Right to Receive New Hire Information 11

 Section 6.4 Labor and Management Meetings 11

ARTICLE 7 - HOURS OF WORK 11

 Section 7.1 Work Week 11

 Section 7.2 Work Schedules 12

 Section 7.3 Flexible Work Schedules 12

 Section 7.4 Rest Period 12

 Section 7.5 Meal Period 12

 Section 7.6 On Call Status 13

 Section 7.7 Trade Days 13

 Section 7.8 Shift Trades 13

 Section 7.9 Shift Rotations/Seniority Selection 13

 Section 7.10 Communications Employees Scheduling 13

ARTICLE 8 – OVERTIME 14

 Section 8.1 Overtime 14

 Section 8.2 Distribution of Overtime 14

 Section 8.3 Compensatory Time 15

 Section 8.4 Call Back 15

 Section 8.5 Firearms Qualifications and Mandatory Training 15

 Section 8.6. Flextime Agreement 15

ARTICLE 9 - SALARIES 15

 Section 9.1 Wages 16

 Section 9.2 Step Increases 16

 Section 9.3 Transfers 16

 Section 9.4 Promotions/Reclassifications 16

 Section 9.5 Demotion 17

 Section 9.6 Anniversary Date 17

 Section 9.7 Field Training Officer 17

Section 9.8 Dog Handler Specialty Pay.....	17
ARTICLE 10 - WORKING OUT OF CLASSIFICATION	18
Section 10.1 Working Out of Classification	18
ARTICLE 11 - HAZARDOUS DUTY PAY	18
Section 11.1 Emergency Response Units	18
Section 11.2 Euthanasia	18
ARTICLE 12 - LAW ENFORCEMENT INCENTIVE PROGRAM.....	18
Section 12.1 DPSST Certification	19
ARTICLE 13 - LONGEVITY PROGRAM.....	19
Section 13.1 Longevity	19
ARTICLE 14 - CLOTHING AND DUTY EQUIPMENT.....	19
Section 14.1 Uniforms	19
Section 14.2 Detectives, Civil Deputies, Code Compliance Deputy, Emergency Management Program Manager, Animal Shelter Operator, Evidence Custodian and Emergency Management Program Coordinator Clothing Allowance	19
Section 14.3 Duty Equipment.....	19
ARTICLE 15 - TRAVEL.....	20
Section 15.1 Meals and Lodging	20
Section 15.2 Mileage.....	20
ARTICLE 16 - PROBATIONARY PERIOD	20
Section 16.1 Purpose	20
Section 16.2 New Hires.....	20
Section 16.3 Promotional Appointments	20
ARTICLE 17 – SENIORITY	21
Section 17.1 Definition	21
Section 17.2 Loss of Seniority.....	21
Section 17.3 Seniority List.....	21
Section 17.4 Regular Part Time Employees.....	21
ARTICLE 18 - LAYOFF.....	21
Section 18.1 Notice	21
Section 18.2 Order of Layoff	21
Section 18.3 Bumping	21
Section 18.4 Recall	22
Section 18.5 Effect of Accepting Other Employment.....	22
ARTICLE 19 – HOLIDAYS.....	22
Section 19.1 Recognized Holidays.....	22
Section 19.2 Veterans Day.....	23
Section 19.3 Holiday Compensation	23
ARTICLE 20 – VACATIONS	24
Section 20.1 Accruals.....	24
Section 20.2 Regular Part Time Employees.....	24
Section 20.3 Scheduling.....	24
Section 20.4 Maximum Accrual.....	25
Section 20.5 Unpaid Leave	25
Section 20.6 Transfers	25
Section 20.7 Minimum Annual Leave Period.....	25
Section 20.8 Death or Termination.....	25
ARTICLE 21 - SICK LEAVE - MEDICAL LEAVE OF ABSENCE	26
Section 21.1 Accrual	26

Section 21.2 Utilization.....	26
Section 21.3 Notification.....	26
Section 21.4 Leave Without Pay	26
Section 21.5 Death or Termination.....	26
ARTICLE 22 - BEREAVEMENT LEAVE).....	27
Section 22.1 Bereavement Leave	27
Section 22.2 Family Member.....	27
ARTICLE 23 - OTHER LEAVES WITH PAY	27
Section 23.1 Military Leave	27
Section 23.2 Jury Duty	27
Section 23.3 Family Medical Leave.....	27
Section 23.4.....	27
ARTICLE 24 - LEAVE OF ABSENCE WITHOUT PAY	28
Section 24.1 Leave without Pay	28
ARTICLE 25 - HEALTH, LIFE AND LIABILITY INSURANCE	28
Section 25.1 Medical, Dental and Vision Insurance	28
Section 25.1a. Eligibility	29
Section 25.2 Long Term Disability Insurance	29
Section 25.3 Supplemental Insurance.....	29
Section 25.4 Liability Insurance.....	29
Section 25.5 Personal Property Insurance	30
ARTICLE 26 - RETIREMENT PROGRAM.....	30
Section 26.1 Retirement.....	30
Section 26.2 Diversion of Employee Contribution	30
ARTICLE 27 - DISCIPLINE.....	30
Section 27.1 Discipline	30
Section 27.2 Union Representation.....	30
Section 27.3 Due Process.....	30
Section 27.4 Just Cause Standard.....	31
Section 27.5 Investigation Procedure.....	31
Section 27.6 Non-Embarrassment	31
Section 27.7 Documentation	31
ARTICLE 28 - GRIEVANCE PROCEDURE.....	32
Section 28.1 Purpose	32
Section 28.2 Grievance and Arbitration Procedure	32
Section 28.3 Manner of Resolving Disputes.....	
Section 28.4 Costs	33
Section 28.5 Time Limits	33
ARTICLE 29 - PERSONNEL RECORDS.....	34
Section 29.1 Viewing.....	34
Section 29.2 Employee Signature	34
Section 29.3 Purging.....	34
ARTICLE 30 - ORDERS AND MANUALS	34
Section 30.1 General, Special and Personnel Orders	34
Section 30.2 Personnel Policy.....	34
ARTICLE 31 - OUTSIDE EMPLOYMENT.....	34
Section 31.1 Outside Employment.....	34
Section 31.2 County Response.....	35
Section 31.3 Revocation	35

ARTICLE 32 - DRUG AND ALCOHOL POLICY	35
Section 32.1 Policy.....	35
Section 32.2 Employee Rights	35
ARTICLE 33 - EXISTING CONDITIONS	36
Section 33.1 Existing Conditions.....	36
ARTICLE 34 - SAVINGS CLAUSE	36
Section 34.1 Savings Clause	36
ARTICLE 36 - TERM	37
Section 36.1 Term.....	37
ARTICLE 37 - EXECUTION/SIGNATURES	37

PREAMBLE

This Agreement is entered into by the Board of County Commissioners for Coos County, Oregon, hereinafter referred to as the County; the Coos County Sheriff, hereinafter referred to as the Sheriff; and the Coos County Association of Deputy Sheriffs, affiliated with the International Brotherhood of Teamsters Local Union No.223, hereinafter referred to as the Association.

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits and other conditions of employment and the establishment of an equitable and peaceful procedure for the resolution of disputes. It is understood and agreed that there is a division of responsibility between the County and the Sheriff in the administration of the Sheriff's Office for Coos County, as provided by Oregon Revised Statutes, and that the following articles or portions thereof, are the responsibility of the County or the Sheriff in accordance with those statutes.

ARTICLE 1 – RECOGNITION

Section 1.1 Recognition. The County Recognizes the Association affiliated with Teamsters Local Union 223, as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for the employees in the classifications set forth below. This agreement is not intended to cover any employee classification not specifically referenced in this section, including supervisory, managerial, confidential, and temporary employees.

Deputy Sheriff - Patrol
Deputy Sheriff - Civil
Deputy Sheriff - Corrections
Corporal
Detective
Animal Control Officer
Communications Specialist
Communications Supervisor
Security Records Clerk / Communications Supervisor
Control Room Operator
Property/Evidence Custodian
Assistant Cook
Animal Shelter Operator
Jail Building Maintenance Supervisor
Chief Civil Deputy
Civil Records Clerk
Records Security Clerk
Sergeant
Inmate Worker Program Supervisor
Chief Deputy Medical Examiner
Emergency Management Program Manager
Emergency Management Program Coordinator
Evidence/Records Technician

Section 1.2 Temporary Employees. The County may employ temporary employees who are not members of the bargaining unit as follows: PERS retirees will be allowed to work up to 1039 hours per calendar year, and all others up to 599 hours per calendar year.

Section 1.3 New Classifications. If the County establishes new classifications within the bargaining unit during the terms of this Agreement, it shall meet the Association within sixty (60) days following Board adoption of such classifications for the purpose of negotiating wages, hours and working conditions for newly covered employees.

ARTICLE 2 - EMPLOYEE RIGHTS

Section 2.1 Non-Discrimination. Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the County or by any employee organization because of his/her exercise of these rights.

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, gender, religion, national origin, union affiliation, disability, or any other status protected by County policy or law. The Association shall share equally with the County responsibility for applying the provisions of this Agreement. The parties agree that the labor agreement will not serve to restrict the County's obligation to comply with federal and state law concerning its duty to reasonably accommodate individuals with disabilities.

Section 2.2 Gender. All references to employees or officers in this Agreement designate all genders and whenever the male gender is used, it shall be construed to include all employees.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 3.1 Management Rights. The nature of the County and the Sheriff's Office as a department of government financed by revenues received primarily from taxation of the public through enforcement of civil and criminal laws and through search and rescue operations and related activities, must be considered in construing management rights. The County Commissioners, Department Heads and Elected Officials shall exercise the sole responsibility for management of the County and direction of its work force. To fulfill this responsibility the rights of Sheriff include, but are not limited to, establishing and directing activities of the Office and its employees; determining standards of service and methods of operation, including subcontracting and the introduction of new equipment; establishing procedures and standards of employment and promotion; laying off, and transferring; disciplining and discharging; determining job descriptions; determining work schedules and assigning work and any other rights except as

expressly limited by the terms of this Agreement.

ARTICLE 4 - COUNTY SECURITY

Section 4.1 Strike. The Association and its members will not initiate, cause, permit or participate or join in any strike, work stoppage or slow-down, picketing or any other interruption of County services. Employees in the bargaining unit, while acting in the course of their employment, will not honor any picket line established by the Association or by any other labor organization when called upon to cross such picket line. Any 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.

Section 4.2 Association Responsibility. In the event of a 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 make every reasonable attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth above shall not be affected by or limited to the subject matter involved in the dispute giving rise to the work action or by whether such subject matter is or is not subject to the grievance procedure of this Agreement.

Section 4.3 Lockout. During the term of this Agreement, the County will not instigate a lockout of employees in the bargaining unit as a consequence of any dispute with the Association.

ARTICLE 5 - ASSOCIATION SECURITY AND CHECKOFF

Section 5.1 The County agrees to honor and abide by the terms of any authorization agreement between the Association and a bargaining unit member regarding deductions for dues, fees, assessments, or other authorized deductions to the Association and its affiliated organizations and entities. The Association shall certify to the County in writing the category and amount of money for each category to be deducted.

Section 5.2 The Association will provide authorization forms for the County to distribute to employees upon request. The Association will have opportunity during new employee orientation meetings to provide employees with authorization forms. In the event a bargaining unit member has questions about the terms of the authorization agreement and directs those questions to a supervisor, manager or other agent of the County, it will advise that member that the authorization reflects an individual agreement between that member and the Association and direct that member to the Association to have those questions addressed.

Section 5.3 The Association 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 County shall keep the authorization

agreement in the employee's personnel file. The authorization shall remain in effect until and unless an employee revokes the authorization in the manner set forth in the authorization agreement.

Section 5.4 The Association agrees to defend and indemnify the County for the amount of any unauthorized deductions resulting from its reliance on information provided by the Association. The County shall not be held liable for check off errors, but shall make proper adjustments to the Association for errors as soon as is practicable after the error is brought to the County's attention.

Section 5.5 All monies deducted pursuant to employee's authorizations will be forwarded to the Association with an itemized statement at no cost to the Association as soon as reasonably possible, but no later than the 10th of each month.

ARTICLE 6 – PAID WORK TIME TO PERFORM CERTAIN ASSOCIATION ACTIVITIES

Section 6.1.1 The County shall allow designated Association representatives reasonable time to engage in the following activities during work hours and at the County's facilities, without loss of compensation, leave hours, or benefits:

- (a) Investigate and process grievances and other workplace-related complaints;
- (b) Attend investigatory meetings, hearings, and other due process proceedings;
- (c) 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;
- (d) Prepare for and engage in collective bargaining;
- (e) Attend labor-management meetings, safety committee meetings and any other meetings between representatives of the County and the Association to discuss employment relations;
- (f) Provide information regarding the collective bargaining agreement to newly hired bargaining unit employees within thirty (30) calendar days from the date of hire for a period of at least thirty (30) minutes, during new employee orientation or at individual/group meetings that may take place during work hours, without loss of compensation, leave hours, or benefits to anyone involved;
- (g) Testify in a legal proceeding in which the designated Association representative has been called or subpoenaed as a witness.

Section 6.1.2 The purposes of this Article, "designated representatives" shall include Association executive board officers and their designees; and the Association will identify those representatives in writing to the County.

Section 6.1.3 When feasible, designated representatives shall 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 the activities will be performed. There may be situations in which both parties agree that the circumstances do not require advance written notice. The written notice shall indicate: (1) which of the type of 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.

Section 6.1.4 If, after receiving notice of the need to perform the activities listed above, the County would experience undue burden or a significant disruption of 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 Association shall schedule a mutually agreeable date and time at which the designated representative can perform the activities during work hours and that time shall occur within the time-frame necessary (as determined by the Association) given the circumstances of the particular issue.

Section 6.1.5 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 supervisor may agree to a flex schedule that allows the designated representative to perform the activities above during paid work hours.

Section 6.1.6. The County may refuse to authorize additional work hours that incur overtime pay as a result of performing the activities listed above.

Section 6.2 Access to County Facilities and Equipment

Section 6.2.1. At employee orientations, the County shall provide the Association with no less than thirty (30) minutes and up to one hundred and twenty minutes (120) to make a presentation to all bargaining unit employees without undue interference. No employee shall suffer a loss in compensation, leave hours, or benefits as a result of participating in or attending the Association's presentation.

Section 6.2.2. When a bargaining unit employee is hired after the employee orientation or when the County does not conduct an orientation, the Association shall be permitted to meet with newly hired bargaining unit employees for up to thirty (30) minutes during work hours without loss in compensation, leave hours, or benefits for the newly hired employee or for designated representatives attending the meeting. Unless otherwise agreed, meetings with newly hired employees shall take place at the newly hired employee's regular work location, within thirty (30) calendar days from the date of hire.

Section 6.2.3 The Association shall be permitted 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, leave hours, or benefits to any employee, including any designated representative attending the meeting.

Section 6.2.4 The Association shall have the right to conduct Association business on County property at such time and in a manner, which does not significantly interrupt

County operations. The Association shall have reasonable access to the premises of the County for the purpose of conducting Association business including (but not limited to) Association meetings and ascertaining whether this Agreement is being observed. When entering security Sheriff's Office facilities, Association representatives shall first report their presence to the on-duty supervisor or designee and shall conduct all activities in a manner which avoids significant disruptions of operations, and complies with all applicable security protocols. Non-employee Association representatives shall be permitted access to the County's facilities for the purpose of engaging in the activities described in this Article on the same terms and conditions as designated representatives, although it is recognized that non-employee representatives may be restricted in some circumstances due to specific security and/or specific safety issues.

Section 6.2.5 The County's electronic mail system may be used by the Association for Association-related communications, including but not limited to, communications related to collective bargaining, grievance or other dispute investigations and governance of the Association.

Section 6.2.6 Bulletin Board. The County Agrees to furnish and maintain a suitable bulletin board in a convenient place to be used by the Association. The Association shall limit its posting of notices and bulletins strictly to Association business on such bulletin Board.

Section 6.3 Right to Receive New Hire Information.

Section 6.3.1. The County shall provide the Association with an editable Excel spreadsheet containing the following information for each employee in the bargaining unit;

- a. The employee's name and date of hire;
- b. Contact information, including:
 - Cellular, home and work telephone numbers;
 - Personal and work electronic mail addresses; and
 - Home or personal mailing addresses; and
- c. Employment information including the employee's job title, salary and worksite location.

Section 6.3.2 The County shall provide the information within ten (10) calendar days from the date of hire for newly hired employees and every one-hundred twenty (120) calendar days for employees in the bargaining unit who are not newly hired.

Section 6.4 Labor and Management Meetings. The County and the Association each agree to hold labor and management meetings at least once per calendar year (and more often if the parties agree to meet) to discuss any matters pertinent to maintaining good employer/employee relationships; the annual meeting may be cancelled by mutual agreement. The meeting(s) will occur at a mutually convenient time and place.

ARTICLE 7 - HOURS OF WORK

Section 7.1 Work Week. The basic work week shall be 12:01 AM Sunday through the

following Saturday and consist of forty (40) hours in a seven (7) day period. The work week shall consist of five (5) consecutive days of eight (8) consecutive hours work followed by two (2) consecutive days off, or four (4) consecutive days of ten (10) consecutive hours work followed by three (3) consecutive days off, or four (4) consecutive days of nine (9) consecutive hours of work followed by two (2) consecutive days off as assigned by the Sheriff for patrol and services division personnel. Employees working the nine (9) hour work schedule shall receive one (1) additional day off in every 28-day work cycle.

For FSLA Section 7(k) exempt personnel, the basic work week may also include a 12-hour regular work schedule. The 12-hour shift shall consist of twelve consecutive hours of work followed by twelve consecutive hours off-duty. The regular work week on the 12-hour schedule shall be 12:01 AM Sunday through the second following Saturday and consist of eighty-four (84) hours in a fourteen (14) day period. The work week shall consist of either four (4) consecutive shifts on-duty, three (3) consecutive shifts off-duty, three (3) consecutive shifts on-duty and four (4) consecutive days off-duty, or a mirror of that schedule (four days off, three days on, three days off, four days on).

Section 7.2 Work Schedules. All employees shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. The work day is a twenty-four (24) hour period beginning with the first hour of the employee's work shift. Work schedules showing the employee's shift, work days and hours shall be posted on all division bulletin boards at all times. Except for emergency situations, or an assigned administrative leave with pay, and during the duration of the emergency or administrative leave, work schedules for any work shift shall not be changed unless the changes are posted for ten (10) working days. Unless required by the Sheriff or Department Head to meet an emergency, no employee shall be required to return to work for a scheduled shift unless eight (8) hours has elapsed since last shift worked.

Section 7.3 Flexible Work Schedules. The Association and the County may, by mutual agreement, employ any other regular flexible work schedule. Work schedules may be adopted for the entire Department or any individual section either temporarily or permanently as required. Flextime agreements for individual employees are addressed under Section 8.6.

Section 7.4 Rest Period. A rest period of fifteen (15) minutes shall be granted each employee half shift, which shall be scheduled by the County in accordance with the operating requirements of each employee's duties. Rest periods may be delayed or interrupted only in a manner consistent with Oregon BOLI regulations. An employee required to work a twelve-hour shift will be entitled to an additional fifteen (15) minute rest period.

Section 7.5 Meal Period. Animal control officers shall be granted an unpaid meal period of thirty (30) minutes which may be set and scheduled by the County. Office personnel may be scheduled for a thirty (30) minute or one (1) hour unpaid meal period. All other employees shall receive a paid thirty (30) minute meal period with such time being included in the work day as defined in Section 7.1. To the extent possible, the meal period shall be scheduled at or near the middle of the work shift and not more than every six (6) hours. Employees are subject to call during the meal period and shall be

permitted to complete the remainder of the meal period upon conclusion of the call. The County will provide meals to jail personnel who are unable to leave the facility during their shift.

Section 7.6 On Call Status. Employees that are regularly scheduled to be "on call" one or more times during a calendar month shall receive in addition to any other contractual benefit, either 10 hours pay or 10 hours of compensatory time off for each month during which the employee is scheduled to be "on call". However, if an employee fails to acknowledge a call within 20 minutes during such duty, the County may reduce or remove the 10-hour incentive for the month in which the infraction occurs.

Section 7.7 Trade Days. Non-probationary Sworn Deputies may trade days with another employee subject to the approval of their supervisor. For the trade the employees may agree in writing, solely at their option and with advanced approval of their supervisor, to substitute for one another during hours of work. The County has no obligation to keep track of substitutions, to ensure that a substitution is reciprocated, or keep track of hours of work. Each employee shall be paid as though the employee had worked the shift originally scheduled, as approved for in the FLSA regulations.

Section 7.8 Shift Trades. Employees may trade shifts with the approval of the Division Commander which shall not be unreasonably denied.

Section 7.9 Shift Rotations/Seniority Selection. The Sheriff's Office shall rotate shifts of employees covered by this labor agreement. The Division Commander or designee shall post a sign-up list no later than October 1 allowing each employee in that division to sign up by seniority for his/her preferred shifts for the upcoming calendar year. Employees will have until October 31 to make their selections before the schedule is drafted by the Division Commander or designee; however, schedules may be finalized prior to this date if the seniority bid process has been completed. A finalized shift selection shall be posted no later than November 15. This practice shall apply only to Divisions where, upon ratification of this agreement, the rotation practice is in effect. Each employee who is serving in a contract position (a position funded through outside contracts) may work a different schedule than other employees in the same division, as determined by the needs of the Sheriff's Office.

The parties recognize that the Sheriff must consider a number of factors in determining work schedules and in assigning work within each classification. These include and are not limited to: training received; school and education schedules; knowledge, skill and abilities; preferences of employees; personal hardship and unique needs of individuals; seniority; the need to maintain familiarity with each shift; maintain appropriate staffing levels; the range of experience on a particular shift or team or unit; anticipated vacations; special duty requirements; and maintaining depth in supervision.

The Sheriff shall consider the preferences, desires and needs of the employees in balancing the needs of the department when determining work schedules and respect them to the extent that they are consistent with and do not conflict with the factors set forth above in this Article.

Section 7.10 Communications Employees Scheduling. The parties entered into an

agreement on March 31, 2021, to settle grievances regarding the scheduling of communication section employees; the parties agree that agreement still in effect and the LOA is attached as Appendix A and is incorporated into the CBA.

ARTICLE 8 – OVERTIME

Section 8.1 Overtime. Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions; but compensation shall not be paid twice for the same hours:

- A. All authorized work performed in excess of eight (8) hours in any work day for employees working a five (5) day, eight (8) hour shift; in excess of ten (10) hours in any work day for employees working four (4) day, ten (10) hour shift; and in excess of nine (9) hours in any work day for employees working a four (4) day, nine (9) hour shift; in excess of twelve (12) hours in any work day for employees working on a twelve (12) hour shift,
- B. All authorized work performed in excess of forty (40) hours in any work week or any authorized work in excess of 84 hours in a regular work week for employees working twelve (12) hour shifts

Section 8.2 Distribution of Overtime. It shall be the policy of the Sheriff's Office to distribute overtime work as equitable as practical among employees with seniority having no preference. The following guidelines shall be adhered to as policy:

1. Qualified employees shall be given the opportunity to stay over and work overtime on the next continuous shift where management determines that a position must be filled. If the overtime situation arises in the Corrections Division and no certified corrections employee is available, the overtime shall be offered to qualified criminal division employees. In the event an overtime situation is necessary on a short notice basis, less than seven working days, the County shall check with the certified employees who are either on duty, coming on duty or going off duty to see if they want the overtime. In the event the above employees decline the overtime, one courtesy call shall be made to qualified employees on the overtime list. A running log shall be maintained to assure the fair distribution of overtime. Whenever an employee accepts or declines to work overtime a notation on the log shall be made. The County shall post overtime that it knows will be needed more than seven days in advance to allow for employees to volunteer. Should an overtime situation arise and no certified employee volunteers to work the assignment according to the above criteria, temporary employees may be called. If the scheduled absence for a position is for more than five working days, the Administration would be allowed to utilize qualified temporary help to fill that position.

2. The Administration shall post a monthly employee list asking each of the respective division employees if they wish to be considered for overtime work when the need arises. An employee who does not sign the list shall be omitted for overtime work for that month only. An employee who signs up for overtime work may be required to work an assignment if other employees are unavailable or have previously worked overtime assignments. After two calls of declining work, the employee's name shall be

removed from the list for the month.

Section 8.3 Compensatory Time. Overtime work may be compensated by the accumulation of compensatory time at the rate of one and one-half the hours worked to a maximum of 150 hours, or by cash payment at the rate of one and one-half times the hourly rate at the option of the employee. Compensatory time off may be taken at mutually agreed upon times.

Section 8.4 Call Back. An employee called back to work outside of his/her regular work schedule but on the same day shall be paid a minimum of two (2) hours at time and a half (1-1/2) his/her regular rate. An employee called back to work outside his/her regular shift on a day off or a vacation day, shall be paid for a minimum of four (4) hours at the rate of time and a half (1-1/2) his/her regular rate of pay. Employees called to work early on a regular work day shall be entitled to time and one half of his/her regular rate for hours adjoining their shift. The option to accrue overtime or leave early is available to the employee provided it does not conflict with adequate staffing levels for the shift.

Employees receiving a call while en-route to work or en-route home from their regular shift shall accrue overtime or compensatory time at time and one half their regular rate. No minimum hours pertain.

Employees attending mandatory station meetings which fall outside of their regular hours of work shall be paid at their regular rate of pay or, if applicable, at 1 ½ times their regular rate of pay if the hours worked were in excess of 40 hours in a week.

Section 8.5 Firearms Qualifications and Mandatory Training Employees attending firearms qualifications required by law, (up to 8 hours per year), or mandatory training required to maintain certifications which fall outside of their regular hours of work shall be paid for actual hours worked at their straight time hourly rate of pay.

Section 8.6. Flextime Agreement (FTA) as an exception to paid overtime. By mutual agreement between an individual employee and their manager, an alternative to the regularly scheduled day or workweek may be worked. A "flexed" schedule may change the starting and/or ending time of one or more workdays and may change the number of hours worked in a day or on several days. A flexed schedule will not, however, change the total number of hours worked in the established weekly work period for the affected employee. Notwithstanding the requirement of the overtime article and ORS 653.268, and as specifically allowed by ORS 653.269(5)(b), a flexed work schedule shall not create overtime. Once an employee has signed up for posted overtime, another employee may not use flextime to eliminate that overtime.

The parties understand flextime may not work for some positions or situations (including due to staffing) and agree there is no requirement on either party to agree to or utilize flextime. This clause does not permit any manager or supervisor to direct an employee to utilize the flextime option.

ARTICLE 9 - SALARIES

Section 9.1 Wages. Wages for employees in the bargaining unit shall be in accordance with the salary schedule titled "SCHEDULE OF CLASSIFICATIONS AND WAGES – COOS ASSOCIATION OF DEPUTY SHERIFF'S", and attached hereto and by this reference incorporated herein.

Effective July 1, 2022 wages in all classifications shall increase by 6% This shall be considered a cost of living increase.

Effective July 1, 2023, wages in all classifications shall increase by 4%. This shall be considered a cost of living increase.

The parties agree that employees on the 12-hour shift schedule will be compensated for normal working hours at an hourly rate that results in the employees receiving a total monthly wage in accordance with the Schedule of Classifications and Wages attached hereto. For all other compensation added to base salary (e.g. overtime, FTO, holiday pay), employees on the 12-hour shift shall be compensated in accordance with the applicable hourly rate set for the in the Schedule of Classifications and Wages.

Section 9.2 Step Increases.

- A. Employees shall be placed in the appropriate step of their classification upon entering employment with the Sheriff's Office. Step increases are subject to satisfactory performance evaluations pursuant to departmental policy.
- B. Advancement of employees to higher pay steps shall be made to the next pay step in the employee's classification effective on the first day of the month following the completion of each one (1) year's satisfactory service.
- C. Probationary employees may be advanced to the next pay step in their classification (as shown in Exhibit A) on the first day of the month following the completion of one (1) year of satisfactory service.

Section 9.3 Transfers. When an employee transfers, or his/her position is reclassified to a class having the same salary range, his/her rate of pay shall not be reduced. The employee shall retain his/her eligibility date for a salary increase. Transfers shall be tentative with a probationary status of six (6) months except in the case of employees transferred into a position requiring the employee to obtain corrections or police certification in which case the transfer shall be tentative with a probationary status of twelve (12) months. An employee serving a probationary period after a transfer may be returned to his/her former position, if in the County's sole judgment, his/her work or conduct is below acceptable standards.

Section 9.4 Promotions/Reclassifications. When an employee is promoted or his/her position is reclassified upward, he/she shall be given an immediate increase to the next higher rate in the new salary range. If an employee is reclassified laterally from within the Coos County Sherriff's Office, he/she shall be placed on the new salary range at the step with a rate of pay closest to, but not lower than, his/her previous rate of pay. If the employee received a salary increase, he/she shall be given a new eligibility date for a

salary increase, and shall be eligible for an increase on the first month following six (6) full months of service in the higher class. If the employee does not receive a salary increase, he/she shall retain his/her eligibility date in the former classification.

Section 9.5 Demotion. If an employee is demoted for reasons that do not reflect discredit on his/her employment record, or if his/her position is reclassified downward, his/her salary rate shall remain the same if it does not exceed the maximum rate for the new class.

Section 9.6 Anniversary Date. For the purpose of wages and accrued benefits, the date of accrual shall be the first day of the month for employees hired between the first and the fourteenth day of the month, and the first day of the following month for those employees hired between the fifteenth and the thirty-first day of the month.

Section 9.7 Field Training Officer. Employees below the level of a supervisor assigned to Field Training Officer duties to train regular full time/regular part time bargaining unit employees shall receive an additional five (5%) percent of base salary for time actually spent in such training. Any portion of a month shall be prorated.

Section 9.8 Dog Handler Specialty Pay. A Deputy assigned as a police dog handler shall receive an additional ten (10) hours overtime per month. This additional time is for the off-duty care and feeding of the canine and the parties agree this is sufficient to meet the legal compensation requirements for the off-duty care and feeding of the canine.

Section 9.9 Law Enforcement Appreciation Bonus Coos County recognizes that police departments and sheriff's offices across the nation have experienced staffing shortages impacting their ability to provide critical services to the public. Coos County appreciates all of our staff working in this critical field, and will thus give a one-time appreciation bonus to all bargaining unit members. Subject to the paragraph below, all employees who are bargaining unit members at the time of July 1, 2023 shall receive \$750.00 with their July 2023 paycheck.

A member of the bargaining unit that leaves employment of the Sheriff's Office before the 2023 appreciation bonus is paid shall not receive the appreciation bonus payment. This bonus is paid for recognition of those in the bargaining unit as of the ratification and as recognition of their merit for being successful employees of the Sheriff's Office; the appreciation bonus under this article will not be paid to employees hired after the ratification of this agreement.

9.10 Hiring Bonus. The parties recognize that the ability to attract and retain criminal justice professionals is of vital importance at this time and is difficult to accomplish, both nationally and in the state. The parties also recognize that other agencies within the state are competing for the same scarce personnel resources and are offering incentives to attract and retain qualified personnel and the Coos County Sheriff's Office has the same need and will use incentives to attract and retain personnel, especially sworn personnel.

A. The Coos County Sheriff's Office will pay new Lateral Deputy Sheriff hires a hiring incentive of \$2,500.00, with \$1,000.00 to be paid with their first paycheck

and an additional \$1,500.00 upon successful completion of probation. A Lateral Deputy is a newly hired employee who is already certified as a police officer or corrections officer by the State of Oregon or who has the Basic Police or Corrections Course waived by the Oregon Department of Public Safety Standards and Training (DPSST).

- B. The hiring bonus program is intended to address the current situation regarding difficult hiring circumstances and the program will sunset (end) after December 31, 2023. The parties may mutually agree to discontinue the hiring bonus program earlier or may mutually agree to extend the hiring bonus program but such early discontinuance or extension must be agreed upon in writing by both parties.

ARTICLE 10 - WORKING OUT OF CLASSIFICATION

Section 10.1 Working Out of Classification. Appointment of personnel to a superior position may be on an acting basis to fill a temporary vacancy. An employee promoted temporarily to such a position shall be entitled to pay at Step 1 of that position. If an employee so promoted is paid at a rate higher than Step 1 of the higher position, he/she shall be paid, as a premium, at a rate one (1) step higher than his/her current rate of pay. At no time will a temporary appointment or promotion be made contingent of the employee accepting pay less than that for which he/she is entitled. The Sheriff or designee shall make such appointments on the basis of experience and qualifications. If the Sheriff or designee deems fitness and qualifications are equal, the appointment of the "shift commander" shall be made on the basis of seniority. The person appointed "shift commander" shall be paid, as a premium, at a rate one (1) step higher than his/her current pay rate.

The Sheriff's Office shall distribute such appointments as equitable as practical among qualified employees.

ARTICLE 11 - HAZARDOUS DUTY PAY

Section 11.1 Emergency Response Units. With the approval of the Sheriff or designee, a member of an Emergency Response Unit shall be compensated at two (2) times his/her regular salary when actively engaged in a hazardous duty assignment during a Unit Call Out. (Such assignments may include but are not limited to diving, building entries, flying during marijuana eradication, mountain rescue, high angle rescue, jail riot, inmate extraction team, etc.) Such compensation shall be limited to the time actually engaged in the hazardous duty assignment by the team member.

Section 11.2 Euthanasia. Each full-time Animal Control Officer and Shelter Operator shall receive six hundred fifty dollars (\$650) per year to compensate for the duties of euthanasia. Each half-time Animal Control Officer and Shelter Operator shall receive three hundred twenty-five (\$325.00). Monies due pursuant to this section shall be paid on the November payroll in a one lump sum.

ARTICLE 12 - LAW ENFORCEMENT INCENTIVE PROGRAM

Section 12.1 DPSST Certification.

- A. Corrections Officer, Patrol Deputy, Detective and Communications Specialist: 3% Intermediate and 5% Advanced Certification for a maximum benefit of 8% added on base salaries.
- B. Corporal: Advanced Certification 5% added on base salaries.
- C. Sergeant: Supervisory Certification 3% added on base salaries.
- D. Communications Supervisor: Intermediate Certification 3% Advanced Certification 5% added on base salaries; Supervisory Certification 3% added on base salaries for a maximum benefit of 11% added on base salaries.

New employees shall not qualify for certification pay until they have completed probation.

ARTICLE 13 - LONGEVITY PROGRAM

Section 13.1 Longevity. Employees shall receive a three percent (3%) longevity increase after completion of ten (10), fifteen (15), twenty (20) and twenty-five (25) years of continuous service from date of hire.

ARTICLE 14 - CLOTHING AND DUTY EQUIPMENT

Section 14.1 Uniforms. The County shall furnish uniforms for employees required to wear them, excluding firearms and leather gear. Jail Cooks shall be allotted five (5) uniforms upon hire and shall be replaced on an as needed basis.

Section 14.2 Detectives, Civil Deputies, Code Compliance Deputy, Emergency Management Program Manager, Animal Shelter Operator, Evidence Custodian and Emergency Management Program Coordinator Clothing Allowance. Detectives, Civil Deputies, Code Compliance Deputy, Emergency Management Program Manager, Evidence Custodian and Emergency Management Program Coordinator may, with the prior approval of the County, receive a clothing allotment of up to two hundred fifty dollars (\$250) for each six-month period in a fiscal year for the purchase of new clothing to be worn on the job. Employees promoted or transferred to these positions after July 1 or January 1 shall receive a pro-rata share of the clothing allotment based upon the number of months remaining in the respective period. Receipts must be turned in by June 30 and December 30 of the respective period to be reimbursable.

Section 14.3 Duty Equipment. To offset the cost of the required duty weapon, necessary and required safety equipment and ammunition, and to compensate the officer for uniform upkeep, the County shall pay each officer an allowance of three hundred dollars (\$300). Payment shall be made in the final pay period of the fiscal year.

ARTICLE 15 - TRAVEL

Section 15.1 Meals and Lodging. Authorized personnel shall be reimbursed for expenses incurred while traveling on official business. Reimbursement shall be made according to the current policy of the County Board of Commissioners.

Section 15.2 Mileage. The County will reimburse employees at the current allowable County rate whenever directed and authorized to use their personal vehicles for approved County business.

Mileage reimbursement shall be made when an employee is temporarily required to report to a facility other than his or her assigned facility. An assignment of thirty (30) days or less shall be considered temporary. Reimbursement shall be made for the difference between the miles an employee would drive to the assigned duty station and the miles driven to the temporary assignment. Miles to temporary assignment - Miles to Duty Station = Miles to be reimbursed.

Reimbursement shall also be made, when approved in advance, for round trip mileage to out-of-town training when employees are required to drive their private vehicles.

ARTICLE 16 - PROBATIONARY PERIOD

Section 16.1 Purpose. The probationary period is an integral part of the employee selection process and provides the County with the opportunity to upgrade and improve the County by observing an employee's work, training and aiding employees in adjustment to their positions, and providing an opportunity to reject any employee whose work performance fails to meet required work standards.

Section 16.2 New Hires. Newly-hired employees shall serve a probationary period of twelve (12) months of full-time employment except in the case of employees hired into a position requiring corrections certification or police certification in which case they shall serve a probationary period of eighteen (18) months. During the term of a probationary period, such employees shall be entitled to all rights and privileges of this Agreement except with respect to termination. Such employees may be terminated at any time during the probationary period at the sole discretion of the County. The probationary period may be extended if an employee is on unpaid leave for ten (10) or more consecutive work days or thirty (30) or more total work days (e.g. FMLA leave). Extension for unpaid leave cannot be any greater than the actual time the probationary employee is off.

Section 16.3 Promotional Appointments. Promotional appointments shall be tentative with a probationary status of six (6) months except in the case of employees promoted into a position requiring the employee to obtain corrections or police certification in which case the promotional appointment shall be tentative with a probationary status of twelve (12) months. An employee serving a probationary period after a promotion may be returned to his/her former position, if in the County's sole judgment, his/her work or conduct are below acceptable standards.

ARTICLE 17 – SENIORITY

Section 17.1 Definition. Seniority is defined as an employee's length of continuous service within the bargaining unit, however, that seniority shall not accrue during unpaid leaves (excluding military, FMLA, or disability leaves) or during any lay off period. In the event more than one employee shares the same seniority date, time in classification shall prevail. Time lost as a result of compensable work-related disabilities shall also be considered as time worked. An employee who has not completed probation shall not be considered to have seniority. For purposes of vacation and shift selection only, seniority of supervisory personnel shall be defined as time in classification and time with the department.

Section 17.2 Loss of Seniority. An employee shall lose all seniority in the event of:

1. Voluntary resignation;
2. Discharge;
3. Failure to return from layoff within ten (10) days of notice;
4. Failure to return from unpaid leave of absence on the first day following expiration of such leave;
5. Lay off for a period of time greater than 18 months.

Section 17.3 Seniority List. The County shall provide the Association with copies of a seniority list on January 1 and July 1 of each year and shall post the list in a conspicuous place available to employees.

Section 17.4 Regular Part Time Employees. Regular part time employees shall accrue seniority on a pro-rata basis proportional to full time employment.

ARTICLE 18 - LAYOFF

Section 18.1 Notice. In the event it becomes necessary to affect a reduction in the workforce, the County shall notify the employee in the original classification to be laid off in writing at least thirty (30) days in advance of the effective date of his/her layoff. Notwithstanding Article 16.2, this section shall apply to probationary employees laid off for economic reasons.

Section 18.2 Order of Layoff. While the County reserves the right to determine which positions to eliminate, employees shall be laid off on the basis of seniority, with the least senior employee(s) in a classification being displaced before more senior employee(s).

Section 18.3 Bumping. Employees who have received notice of layoff shall have the right to bump to a lower or lateral classification, based on seniority in the bargaining unit, provided that the bumping employee possesses the necessary qualifications and if he/she can demonstrate the knowledge, skill and ability to perform the work within the classification and provided that the employee notifies the Human Resources Department of his/her desire to bump within 15 days of the date the employee received

the notice of layoff. Qualified employees bumping into a lateral deputy position may be required to attend training for that position. An employee exercising the right to bump shall displace the least senior employee in the classification. Employees who bump into a lower classification shall suffer no loss of pay until the beginning of the next pay period at which time their salary shall be adjusted to the step in the new range closest to their former salary. Employees who have been notified that they have been bumped from their position shall have 15 days from the date they received the notice to notify Human Resources Department of his/her desire to bump into another position. If an employee fails to respond within the 15-day period specified above, the employee shall be considered to have voluntarily accepted layoff.

Employees who have exercised their right to bump into another classification shall have the right to return to a vacancy in their original classification within 18 months of the bump. Returns to original classifications shall be based on seniority in the bargaining unit, provided that the employee possesses the necessary qualifications and can demonstrate the knowledge, skill and ability to perform the work within the classification.

Section 18.4 Recall. Those employees left with no jobs to bump into shall be laid off from employment and shall be eligible for recall to their classifications for a period of eighteen (18) months without loss of seniority. Employees on the recall list shall be responsible for keeping the County notified of their mailing addresses. Recall shall be on the basis of seniority with senior employees being recalled before junior employees and before any new hires or transfers, provided the employee possesses the qualifications for the position.

Section 18.5 Effect of Accepting Other Employment. Employees on layoff status shall have the same rights as other employees in applying for any openings which may occur within the bargaining unit if the employee possesses the necessary qualifications and can demonstrate the knowledge, skill, and ability to perform the work.

ARTICLE 19 – HOLIDAYS

Section 19.1 Recognized Holidays. The following days shall be recognized and observed as paid holidays.

- New Year's Day on January 1st
- Martin Luther King Jr. Day on the third Monday in January
- Presidents' Day on the third Monday in February
- Memorial Day on the last Monday in May
- Juneteenth on June 19th
- Independence Day on July 4th
- Labor Day on the first Monday in September
- Veterans' Day on November 11th
- Thanksgiving Day on the fourth Thursday in November
- Christmas Day on December 25th
- Two floating holidays

Legal holidays declared unilaterally by the Governor under ORS 187.020 shall be compensated per Article 19.3. Holidays added to ORS 187.010 by the state legislature are not covered by this provision. This section is written to clarify the parties' understanding of the previous language in the predecessor bargaining agreement.

Two floating holidays must be taken each fiscal year and shall not be cumulative. Employees shall be eligible for the floating holidays following completion of twelve (12) months of continuous employment. Employees with fifteen (15) years of continuous County service are granted an additional floating holiday per fiscal year. The department and the employee shall schedule a mutually convenient time for observation of the floating holidays. Regular part-time employees shall have their holidays prorated in such a manner that the holiday time given will be proportional to holiday time given full time employee for the month in which the holiday falls.

In addition to the list of recognized holidays listed under this section, whenever Coos County recognizes an additional paid holiday generally applicable to County employees, whether through inclusion in the Employee Handbook, declaration, or otherwise (excluding union agreements with separate bargaining units), said holiday shall be added to the list of recognized holidays listed in this section and compensated under Section 19.3 Holiday Compensation without further delay.

Section 19.2 Veterans Day. Under Oregon law, employees who are otherwise scheduled to work on Veterans Day are entitled to take the day off upon request, if eligible. Employees are eligible if they served on active duty in the Armed Forces for at least six (6) months and received a discharge under honorable conditions. Military service in a reserve or National Guard unit does not qualify an employee as a veteran, unless the employee was deployed or served on active duty for at least six (6) months. The County may require the employee to provide documents establishing their status as an eligible veteran.

The County may deny the employee's request only if doing so would cause significant economic or operational disruption or an undue hardship to the County. In such circumstances, the employee may take a single day off before the following Veterans Day to honor the holiday. This day will be in addition to any other time off to which the employee would otherwise be entitled.

Employees seeking Veterans Day off must make the request to his or her supervisor with at least twenty-one (21) days advance notice. The County must respond in writing to the request at least fourteen (14) days prior to Veterans Day. The response must inform the employee whether he or she will receive time off on Veterans Day and whether the time off will be paid or unpaid. Whether the time off is paid or unpaid is at the sole discretion of the County.

Section 19.3 Holiday Compensation. Eligible employees shall receive their regular pay for each of the holidays listed above which falls within their work week and on which they perform no work. Whenever a holiday falls on an employee's regularly scheduled day off, he/she shall be granted a compensatory day off.

In order to be eligible for holiday pay, an employee must have worked or been on paid

leave no less than eighty (80) hours in the calendar month of the holiday. If an employee is required to work on a holiday because it is his/her normal work day, he/she shall receive compensatory time off or pay (consistent with the scheduling needs of the department) at the rate of two and one half (2-1/2) times the regular rate. If an employee is required to work overtime on a holiday it shall be at the rate of triple time.

ARTICLE 20 – VACATIONS

Section 20.1 Accruals. Employees hired on or before the 14th of the month shall be credited with vacation leave for that month. Employees hired on or after the 15th of the month shall not accrue vacation time for that month. Vacation leave shall be credited according to the following schedule:

YEARS OF SERVICE	HOURS PER MONTH	EARNED VACATION LEAVE
Less than 5 full years	8	(96 hours)
5 Full years but less than 10 full years	10	(120 hours)
10 full yrs but less than 15 full yrs	12	(144 hours)
15 full yrs but less than 20 full yrs	14	(168 hours)
20 or more full years of service	16	(192 hours)

One work day shall be equal to an employee’s regularly scheduled shift. Vacation hours used shall be deducted consistent with the time vacation time used (example: one-hour vacation used equals one hour vacation deducted). New employees shall not be eligible to use any vacation time until after twelve (12) months of continuous employment.

Section 20.2 Regular Part Time Employees. Regular part time employees shall accumulate vacation leave on a prorated basis.

Section 20.3 Scheduling. Staff schedules providing vacation leave for employees at regular annual intervals shall be established by department heads or supervisors. Employees shall take vacation leave at the time scheduled, and may request specific vacation periods. Such vacation schedules may be amended by appointing authorities to meet work emergencies.

The parties recognize the value of considering seniority in vacation and shift selection scheduling. An employee shall be entitled to exercise vacation preference based upon seniority for one (1) contiguous two (2) work week period of vacation or two (2) separate contiguous one (1) work week periods of vacation between January 1 and December 31, provided the employee bids for the vacation during the selection bidding process for the upcoming calendar year. The Sheriff, or designee, shall post the vacation bid sheet no later than November 15. The vacation bid sheet shall be posted until December 15, however the bids may be finalized prior to this date if the seniority bid process has been completed. The Sheriff shall establish and post the vacation schedule no later than January 1, based upon employee preference by seniority and availability of time off.

Those employees who earn 16 hours of vacation per month will be allowed to bid for one (1) additional one (1) work week period of vacation time after all employees have

completed the bid process. The additional third week may be contiguous to the first two (2) weeks, if available and approved by the Sheriff or Division Commander. All other requests for vacation shall be considered for approval on a first come first serve basis except that if two (2) or more employees shall request the same vacation period on the same day, seniority shall prevail.

The Sheriff shall consider the preferences, desires and needs of the employees in balancing the needs of the department when determining work schedules and respect them to the extent that they are consistent with and do not conflict with the factors set forth above in this Article.

Section 20.4 Maximum Accrual. County employees may accumulate a maximum of vacation leave up to twice their annual accrual rate. Employees who might lose accumulated leave because of accrual limitations may request to take vacation time to prevent loss of earned credits. It is the employee's responsibility to keep his/her vacation accrual at or below his/her maximum. No payment shall be made for vacation time lost by an employee because of accrual limitations unless failure to take vacation is caused by the County's insistence that the employee work during a scheduled vacation period. If a request for vacation is denied and that denial would constitute the employee going over his/her maximum accrual causing the employee to lose time, and the employee made a reasonable request for time off and attempted to take time off at the earliest available opportunity, the employee shall keep the additional time and every effort will be made by the employee and the department to take time off within the next month. Vacation leave accrual shall be on an hourly basis. Charges against vacation accrual shall be made on the following basis:

1. If less than one half (1/2) hour, no charge shall be made;
2. If one half (1/2) hour to one (1) hour, one (1) hour shall be charged.

Section 20.5 Unpaid Leave. Employees shall not accrue vacation credits during unpaid leave of absence of more than two (2) consecutive weeks.

Section 20.6 Transfers. Employees transferred or promoted to other County departments shall have vacation credits assumed by the new appointing authority.

Section 20.7 Minimum Annual Leave Period. Employees shall be required to take vacation leave at the annual minimum of five (5) working days. Employees shall have the option of choosing between consecutive or split vacation periods.

Section 20.8 Death or Termination. Employees separated from County employment who have served the required six (6) months shall be entitled to cash compensation for accrued vacation leave up to their maximum accrual. Employees leaving County service during their initial six (6) months of their employment shall not be entitled to any compensation for accrued vacation leave.

In the case of death, compensation for accrued vacation leave shall be paid in the same manner that salary due the decedent is paid as long as the initial twelve (12) months of continuous employment has been completed.

ARTICLE 21 - SICK LEAVE - MEDICAL LEAVE OF ABSENCE

Section 21.1 Accrual. Employees shall accumulate sick leave at a rate of eight (8) hours per month. Regular part-time employees shall accrue sick leave each month proportionate (based on hours worked each month) to that which would be accrued under full-time employment. Employees are eligible to use accrued sick leave after completion of ninety (90) days of continuous service. At the sole discretion of the Sheriff or his designee, an employee who has not completed ninety (90) days of continuous service may be eligible to use accrued sick leave upon presenting documentation from a physician that a medical emergency involving the employee or a member of the employee's immediate family exists. An employee may accrue an unlimited amount of sick leave.

Section 21.2 Utilization. Sick leave may be used by an employee for any purpose that is consistent with the Oregon's Sick Time Act. Sick leave may be used because of death (after exhaustion of bereavement leave), or critical illness in the employee's family requiring the attendance of the employee.

Section 21.3 Notification. Any employee who is ill and unable to report to work shall notify his/her immediate supervisor as soon as possible of his/her inability to report for work and his/her anticipated return time.

Section 21.4 Leave Without Pay. After exhaustion of all paid sick leave, a medical leave of absence without pay for a period of three (3) months shall be granted any regular employee with at least one (1) year prior continuous service contiguous to the medical leave. The leave period shall be extended for an additional three (3) months for good cause shown with the recommendation of the supervisor or approval of the Sheriff.

In determining the day that the employee should be placed on leave or return from leave, due consideration shall be given to the employee's health and safety, the nature of the employee's duties, and the recommendation of the physician. Two (2) weeks' notice in writing to the employer is required for return from medical leave of absence. Any employee granted unpaid leave of absence must make his/her own arrangements for continuation of health and welfare benefits.

Section 21.5 Death or Termination. In the event of death or termination of an employee and the employee has completed one (1) continuous year of service, the employee or his/her beneficiary(s) shall be paid twenty-five (25%) percent of his/her unused sick leave up to nine hundred sixty (960) hours. For any member not vested in PERS, or for members who are not Tier I or Tier II members, upon death, his/her estate shall receive 75% of unused sick leave.

A non-retiring employee who has completed one (1) continuous year of service and who voluntarily terminates employment with the County shall have twenty-five percent (25%) of his/her accumulated sick leave up to 960 hours converted to current wages and placed into a HRA VEBA medical expense reimbursement account.

A retiring employee who has completed one (1) continuous year of service and who

voluntarily terminates employment with the County shall have twenty-five percent (25%) of his/her accumulated sick leave up to 960 hours converted to current wages and placed into a HRA VEBA medical expense reimbursement account. Any remaining accumulated sick leave shall be reported to PERS.

ARTICLE 22 - BEREAVEMENT LEAVE)

Section 22.1 Bereavement Leave. Bereavement leave shall be granted as required under the Oregon Family Leave Act (OFLA). In addition, in the event of a death of a family member, an employee shall be entitled to three (3) working days paid compassionate leave to be used concurrently with leave under OFLA. Such leave may be extended, with the approval of the Sheriff to five (5) working days. It shall be the duty of the employee to notify his/her supervisor of a pending absence.

Section 22.2 Family Member. "Family member" for purposes of serious health condition leave, sick child leave or leave for the death of a family member means the spouse, same-gender domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, step parent, parent-in-law, parent of same-gender domestic partner, grandparent or grandchild of the employee, or a person with whom the employee is or was in a relationship of in loco parentis. It also includes the biological, adopted, foster or stepchild of an employee or the child of an employee's same-gender domestic partner. For the purposes of OFLA, an employee's child in any of these categories may be either a minor or an adult at the time serious health condition leave or leave under ORS 659.159(1)(e) is taken.

ARTICLE 23 - OTHER LEAVES WITH PAY

Section 23.1 Military Leave. Military leave shall be granted as required by Oregon Revised Statutes and Federal law. Employees may use accrued vacation and compensatory time for official military leave in excess of the employer-paid time provided by statute.

Section 23.2 Jury Duty. When an employee is called for jury duty he/she will be continued at a full salary for the period of the required service. All monies received for jury duty, excluding mileage and per diem, must be signed over to the County unless such fees are earned on the employee's day off or other authorized leave. Employees will be expected to report to work when less than a normal workday is required by jury duty.

Section 23.3 Family Medical Leave. Family Medical leave of absence shall be as allowed or required by relevant State and Federal statutes. An employee may use accrued sick, vacation and compensatory time during such leave. Leave in excess of that allowed by statute may be granted by the County

Section 23.4 Oregon Paid Family and Medical Leave Insurance. If the County participates in the Oregon Paid Family and Medical Leave Insurance (PFMLI) program, it will apply to all members of the bargaining unit, subject to the following:

- a) The County will pay the employer portion of Oregon Paid Family Medical Leave Insurance (PFMLI) and the bargaining unit member will pay the employee portion.
- b) Employees will have the choice whether or not to apply for PFMLI leave and benefits.
- c) If allowed by law, employees on PFMLI leave will continue to accrue seniority and benefits, including health and pension benefits, on the same terms and conditions as if they were performing their job duties.

If the County opts out of the Oregon Paid Family Medical Leave Insurance (PFMLI) program, the parties agree to bargain the effects of the County's alternate program, but the parties agree the members will minimally receive the same benefits under the County's alternate program as are listed above for the PFMLI program.

ARTICLE 24 - LEAVE OF ABSENCE WITHOUT PAY

Section 24.1 Leave without Pay. A regular employee may be granted a leave of absence without pay for up to twelve (12) months at the discretion of the Sheriff or Department Head and when the work of the department shall not be seriously handicapped by his/her absence. Leave may be granted for education or any other valid purpose. Request must be made in writing and must be endorsed by the Sheriff or Department Head. Leave granted under this section may be extended with the permission of the Sheriff or Department Head and the Board of Commissioners. Seniority will not accrue while on an unpaid leave.

ARTICLE 25 - HEALTH, LIFE AND LIABILITY INSURANCE

Section 25.1 Medical, Dental and Vision Insurance. The County will contribute towards the cost of the following medical, dental and vision Insurance coverage, from the Oregon Teamster Employer's Trust (OTET):

1. Medical -Teamsters (OTET) G/W Plan
2. Dental - Teamsters (OTET) D-6 Plan
3. Vision - Teamsters (OTET) V-4 Plan

For the remainder of 2022 and for 2023, the County's contribution toward medical, dental and vision insurance will not exceed \$1600.00 per month per eligible employee.

Effective January 1, 2024 (December qualifying hours), the County's contribution towards medical, dental and vision insurance will not exceed \$1625.00 per month per eligible employee.

All bargaining unit employees that meet the eligibility requirements for participation in the OTET plans are required to participate; opting out of the insurance coverage is not allowed by OTET.

The individual employee shall be responsible for paying any additional costs over the

above stated County contributions and the County is hereby authorized to advance such sum(s) for the express purpose of premium payment and then to make automatic payroll deductions from the earnings of any and all covered employees for reimbursement to the County of any such advances.

Employee contributions shall be taken out of pay the month preceding the increase in premium. As a result, if premiums increase effective January 1, of any year, any employee contribution would be withheld from pay in the preceding December paycheck.

In the event individual health insurance costs exceed the County's contribution, the County and the Union may by mutual agreement re-open this agreement for the limited scope and purpose of negotiating this Article (Article 25).

In the event individual health insurance costs drop below \$1,500.00 per month the difference between actual premium and \$1,500.00 shall be contributed each month to the employee HRA/VEBA account.

Section 25.1a. Eligibility. All regular full-time and regular part-time employees who are compensated for eighty (80) or more hours per month, excluding temporary employees, shall be eligible for health insurance on the first day of the month following the first month in which the employee was on paid status for eighty (80) hours or more. For the purpose of this section, "paid status" includes hours worked (excluding overtime) and hours the employee was away from work on approved paid leave.

Section 25.2 Long Term Disability Insurance. The County will provide a long-term disability benefit which insures sixty (60) percent of current base salary for an employee if disabled due to off the job injury or illness for a period of five (5) years. The insurance provides salary protection after ninety (90) days have elapsed from the time of disabling injury or illness. If an employee becomes disabled, the employee shall not be terminated until two (2) years have elapsed since onset of disability. After ninety (90) days disabled, employees shall be on leave from the County without pay unless receiving benefits as provided in the contract.

Section 25.3 Supplemental Insurance. Employees who sustain an injury or illness compensable by Workers Compensation and who are unable to perform their normal duties shall be covered by an insurance policy which shall supplement their Workers Compensation award (if such an award is less than their normal take home pay*) up to a maximum of one hundred fifty dollars (\$150) a week but in no event shall the Workers Compensation award and this supplemental compensation be greater than their normal take home pay. Whenever an employee receives a check from the Workers Compensation, he/she shall report to the Accounting Department the amount of the check and the period for which it represents payment. *Take home pay means gross less mandatory deductions.

Section 25.4 Liability Insurance. The County agrees to provide liability insurance with the minimum level of insurance equal to the maximum of liability as provided in ORS 30.270. The County shall provide a copy of the insurance policy to the Association and it shall provide the Association with a copy of any amendments to the policy within 10

days after those amendments take effect.

Section 25.5 Personal Property Insurance. The County agrees to provide insurance for employee personal property lost or destroyed in the line of duty upon receipt of the Association's personal property inventory.

ARTICLE 26 - RETIREMENT PROGRAM

Section 26.1 Retirement. The County shall participate in the Public Employees Retirement System. Benefits will be provided under the Oregon Public Employees Retirement System (PERS) or Oregon Public Service Retirement Plan (OPSRP), whichever is applicable pursuant to ORS 238 and 238 A. The County shall pick up the six percent (6%) employee contribution to PERS or OPSRP whichever is appropriate.

Section 26.2 Diversion of Employee Contribution. In the event the State of Oregon legislature or the PERS Board of Directors acts to discontinue the employee 6% contribution, the County shall include the six (6) percent contribution in the employee base wage effective on the first pay period following such action. The employee may designate in writing to the County a different disposition of the contribution by notifying the County in writing thirty (30) days in advance.

Section 26.3 Retirement Cashouts. The parties entered into a Memorandum of Understanding (MOU) on December 16, 2020, to allow pending retirees to cash out accrued leaves up to 90 days prior to retirement; the parties agree that agreement still in effect and the MOU is attached and is incorporated into the CBA as Appendix B.

ARTICLE 27 - DISCIPLINE

Section 27.1 Discipline. No employee shall be disciplined or discharged except for just cause. Discipline will normally be progressive. If a violation of a County policy or work practice is of serious enough nature, an employee may be discharged without prior disciplinary warnings. Oral warnings, counseling or other oral communication are considered discipline but are not subject to the grievance procedure and will not be placed in the employee's personnel file.

Section 27.2 Union Representation. Employees being questioned or interviewed where discipline is involved or is reasonably believed to be an outcome shall be entitled to Association representation. The employee's decision for Association representation must be made prior to or at the time of being questioned or interviewed.

Section 27.3 Due Process. In the event the County believes an employee may be subject to discipline greater than a written reprimand, the following procedural due process shall be followed:

1. The employee shall be notified, in writing, of the charges or allegations that may subject them to discipline;
2. The employee shall be notified, in writing, of the disciplinary sanctions being

considered;

3. The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing; and
4. At his/her request, the employee will be entitled to Union representation at the informal hearing.

Section 27.4 Just Cause Standard. For the purpose of this Agreement, just cause shall be determined in accordance with the following guidelines:

1. The employee shall have some warning of the consequences of his/her conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person;
2. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate;
3. A reasonable investigation must be conducted;
4. It must be determined that the employee is guilty of the alleged misconduct or act;
5. The discipline must be appropriate based upon the severity of the misconduct or the actual or likely impact the misconduct has or would have on the County's operations;
6. The employee's past employment record shall be considered, if appropriate based upon the severity of the act.

Section 27.5 Investigation Procedure. The Sheriff's Office will maintain a personnel investigation procedure. The parties recognize that timeliness may be a function of the scope of the investigation but investigations must be completed and any discipline imposed under this Article must be imposed within a reasonable time, which may vary with the complexity present in any given situation. While no strict time limit is imposed by this Section, the Sheriff's Office must complete investigations in a timely, complete and thorough manner.

Section 27.6 Non-Embarrassment. If the County has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 27.7 Documentation. All documentation of discipline will be placed in an employee's personnel file. Documentation consists of memoranda of:

1. Written warnings or reprimands
2. Suspensions

3. Demotions
4. Termination

ARTICLE 28 - GRIEVANCE PROCEDURE

Section 28.1 Purpose. To promote better relations, the parties agree to settle any disputes as to the meaning or interpretation of this Agreement by the following procedure.

Section 28.2 Grievance and Arbitration Procedure. The grievance and arbitration procedure shall be limited to the meaning, interpretation or application of this Agreement or any alleged violation of its terms. The arbitrator may interpret this Agreement and apply it to a particular case under consideration but shall, however, have no authority to add to, subtract from or modify the terms of the Agreement. Disputes related to matters involving a loss of pay for employees may carry an award of back pay in whole or in part as may be determined by the arbitration. Days for purposes of this procedure shall be calendar days.

In the event of a grievance concerning a disciplinary issue, an individual who does not wish the Association to pursue a grievance may notify the Association in writing at any time. An employee remains free to consult with an Association representative at any point during the disciplinary process. An employee's exercise of the right to not pursue a grievance shall not constitute a precedent with regard to the substance of the discipline and/or grievance in question.

Section 28.3 Manner of Resolving Disputes.

STEP 1. After first attempting to resolve the grievance informally, the Association, or any employee with notice to the Association, may claim a breach of this Agreement in writing to the employee's immediate supervisor within fourteen (14) days from the occurrence thereof, or of the employee's knowledge thereof. The notice shall include: (1) a statement of the grievance and relevant facts; (2) provision of the contract violated; (3) remedy sought. The supervisor shall respond to the grievance in writing within fourteen (14) days, with a copy to the Association.

STEP 2. If, after fourteen (14) days from the date of submission of the grievance to the employee's immediate supervisor, the grievance remains unresolved, it may be presented in writing by the Association to the appropriate manager within fourteen (14) days after the response in Step 1 is due or received. The Lieutenant or appropriate manager may, by mutual agreement, meet with the aggrieved party and his/her representative and shall respond to the grievance in writing within fourteen (14) days, with a copy to the Association.

STEP 3. If after fourteen (14) days from the date of submission of the grievance, the grievance remains unresolved, the grievance may be submitted by the Association to the Sheriff within fourteen (14) days after the response in Step 2 is due or received. The Sheriff may, by mutual agreement, meet with the aggrieved party and his/her

representative. The Sheriff shall respond to the grievance in writing within fourteen (14) days, with copy to the Association.

STEP 4. If, after fourteen (14) days from the date of submission of the grievance to the Sheriff, the grievance remains unresolved, the grievance may be submitted by the Association to the Board of County Commissioners within fourteen (14) days after the response in Step 3 is due or received. The Board shall meet with the aggrieved party and Association representative and shall respond to the grievance in writing within fourteen (14) days, with a copy to the Association.

STEP 5. If, the grievance has not been settled at Step 4, either party may within fourteen (14) working days after the reply from the Board of Commissioners is due, by written notice to the other party, request arbitration.

If the grievance involves discipline of a sworn law enforcement officer, the moving party agrees to request an arbitrator consistent with Oregon Law (currently ORS 243.808) in accordance with the process established by the Employment Relations Board with simultaneous notice to the other party and within fourteen (14) working days after the conclusion of the above-applicable grievance steps.

If the grievance does not involve discipline of a sworn law enforcement officer, the arbitration proceeding shall be conducted by an arbitrator to be selected by the County and Association. If the Association and the County cannot agree on an arbitrator within fourteen (14) days of notice of arbitration, the parties shall select an arbitrator from a list of nine (9) Oregon and /or Washington arbitrators sent by ERB. The party requesting arbitration shall strike the first name, the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator.

For all grievances, the decision of the arbitrator shall be final and binding upon the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) working days after the conclusion of testimony and argument. The arbitrator shall have no authority to add to, modify, amend, or detract from this agreement, or otherwise exceed the arbitrator's jurisdiction. The arbitrator's decision shall be within the scope and terms of the Agreement, applicable law and the PECBA.

Section 28.4 Costs. The cost of arbitration shall be shared equally by the parties. However, each party shall be responsible for compensating its own representatives and witnesses in arbitration; designated Association representatives will be compensated per Article 6 – Association Business. If either desires a verbatim record of the proceedings, it may cause such record to be made; providing, however, that it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Section 28.5 Time Limits. Any time limits specified in this Article may be extended by mutual agreement of the parties. Otherwise, all parties subject to these procedures shall be bound to the time limits contained herein. If either party fails to follow such limits, the following shall result:

A. If the grievant fails to respond in a timely fashion, the grievance shall be deemed

waived.

- B. If the party grieved against fails to respond in a timely fashion, the grievance shall proceed to the next step.

ARTICLE 29 - PERSONNEL RECORDS

Section 29.1 Viewing. All employees shall, by prior arrangement, be allowed to review the contents of their own personnel file and at their own expense, copy any or all portions thereof.

Section 29.2 Employee Signature. Each employee shall read and sign any written evaluations or disciplinary memoranda placed in his/her personnel file. Employees shall have the right to respond in writing to this material and such response shall be attached thereto.

Section 29.3 Purging. The County shall, upon written request of an employee, remove any documentation of a written reprimand imposed more than two years prior to the request from the employee's personnel file unless the employee has been disciplined for the same conduct or comparable conduct during such period, unless such removal is prohibited by law. Upon written request of an employee, a written reprimand more than two years old shall be considered stale and shall not be used for progression of discipline unless the employee was disciplined for the same conduct or comparable conduct in the two years after the written reprimand.

ARTICLE 30 - ORDERS AND MANUALS

Section 30.1 General, Special and Personnel Orders. The Sheriff or Department Head shall furnish employees and the Association with copies of any and all general or special orders from within the Department pertaining to wages, hours and conditions of employment.

Section 30.2 Personnel Policy. The County shall furnish each employee with a copy of the County Personnel Policy.

ARTICLE 31 - OUTSIDE EMPLOYMENT

Section 31.1 Outside Employment. Employees may engage in outside employment with the approval of the Sheriff, Department Head or designee. The employee shall present the Sheriff, Department Head or designee with a written request to engage in outside employment, signed by the employee, and containing the following information:

1. A detailed description of the proposed employment;
2. The location of the employment;
3. The name of the employee's proposed immediate supervisor;

4. The name of the firm offering employment;
5. The hours of employment and the number of days per week;
6. Any other information the employee feels relevant.

Section 31.2 County Response. The Sheriff, Department Head or designee shall not unreasonably withhold approval, but the parties agree that the Sheriff, Department Head or designee shall consider the needs of the department and shall put the needs of the department ahead of individual requests for outside employment. The Sheriff, Department Head or designee shall deny employment that would conflict with the needs of the department and good police practices and ethics. The Sheriff, Department Head or designee shall respond to the request in writing and cite the reasons if approval is denied.

Section 31.3 Revocation. If outside employment is granted and it develops that the employment is adversely affecting the employee's performance as a County Employee, the parties agree that the outside employment shall be immediately terminated.

ARTICLE 32 - DRUG AND ALCOHOL POLICY

Section 32.1 Policy. The County Drug and Alcohol Policy and the Sheriff's Office Random Drug Testing Policy shall be incorporated by this reference herein, and shall not be unilaterally changed except for such changes as mandated by law.

Section 32.2 Employee Rights.

1. The employee shall have the right to an Association representative up to and including the time the sample is given. However, this provision shall not unreasonably delay testing. Nothing herein shall restrict the employee's right to representation under general law.
2. If at any point the results of the laboratory testing procedures specified in this Article are negative, all further testing shall be discontinued. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. All negative results will be kept confidential by the County.
3. Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of custody of the specimen, and the accuracy rate of the laboratory.
4. If the results of the test are positive or negative, the employee shall have the right to grieve in accordance with Article 28 of this Agreement.
5. Prior to an employee being questioned or evidence being obtained that may be used against him in a disciplinary action he/she will be advised of the purpose of the investigation and informed that:

"The purpose of this interview and possible collection of physical evidence is to obtain information which will assist in the determination of whether administrative action is warranted. You are going to be asked a number of specific questions and may be asked to submit to evidence collection procedures, within the scope of this policy, regarding the performance of your official duties. You have a duty to reply to these questions and/or submit to evidence collecting procedures within the scope of this policy. Disciplinary action, including dismissal, may be undertaken if you refuse to cooperate or fail to reply fully and truthfully. Neither your answers nor any information or evidence obtained can be used against you in any criminal proceeding. The answers you furnish and the information or evidence resulting there from may be used in the course of disciplinary proceedings which could result in disciplinary action up to and including termination."

ARTICLE 33 - EXISTING CONDITIONS

Section 33.1 Existing Conditions. No employee shall suffer a reduction in wages or related economic benefits as a result of the signing of this Agreement. All rights, privileges, and working conditions enjoyed by employees at the present time, which are not included in this Agreement, and which constitute employment relations as defined in ORS 243.650(7) shall remain in effect during the term of this Agreement. The County shall consult the Association before changing any existing conditions related to wages, hours and working conditions.

ARTICLE 34 - SAVINGS CLAUSE

Section 34.1 Savings Clause. Should any article, section, or portion thereof of this Agreement be held unlawful or unenforceable by an opinion of the Attorney General of the State of Oregon or by any court of competent jurisdiction, or any administrative agency of the State of Oregon having jurisdiction over the subject matter, such decision shall apply only to the specific article, section or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption except those remaining provisions which are so essential and inseparably connected with and dependent upon the unlawful or unenforceable part that it is apparent that such remaining provisions would not have been agreed to without such other parts and the remaining provisions which, standing alone, are incomplete and incapable of being executed in accordance with the intent of this Agreement.

ARTICLE 35 - SOCIAL MEDIA and FREEDOM OF SPEECH

Section 1. Regarding protections of the U.S. and Oregon Constitutions, the County will have no policies that violate any member's rights of freedom of speech, freedom of expression or freedom of association.

Section 2. Regarding social media, the County will not invoke ORS 659A.330 (7) (as amended by HB 2936 in the 2021 regular legislative session) and that the County will abide by the rest of the language in ORS 659A.330.

ARTICLE 36 - TERM

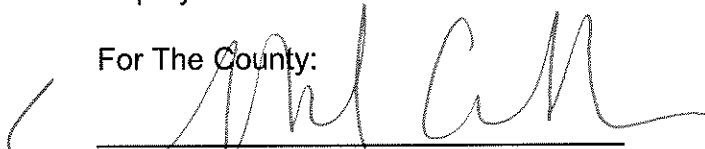
Section 36.1 Term. This agreement shall be effective on July 1, 2022, or upon execution, whichever is later, and shall remain in full force and effect through June 30, 2024, and shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing not earlier than January 1st and not later than March 1st of the year of expiration, that it wishes to modify the agreement for any reason. This agreement shall remain in full force and effect during the period of negotiations. In the event that the contract ratification and implementation occur after the expiration of the CBA, the parties agree that all compensation and contribution increases shall be retroactive to the expiration date of the previous agreement.

Re-Opener #1. The parties acknowledge that during the term of this agreement a determination may be made to consolidate dispatch and emergency 911 services into a central operations unit, supervised and managed by the Coos County Sheriff's Office. Prior to the execution of inter-governmental agreement(s) that would authorize such consolidation, either the County or the Union may re-open this agreement for the limited scope and purpose of negotiating only matters related to such merger that are mandatory subjects of bargaining under the PECBA.

ARTICLE 37 - EXECUTION/SIGNATURES

Executed this 12th day of August, 2022, by the undersigned officers by the authority of and on behalf of Coos County and Coos Association of Deputy Sheriff's.

For The County:



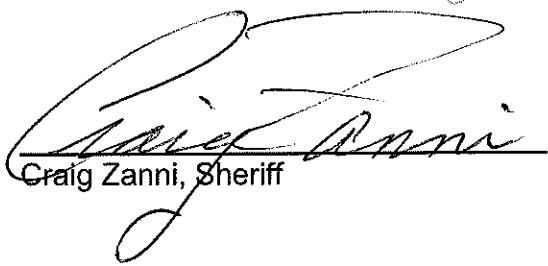
Melissa Gribbins
Board of Commissioners

John Sweet

Board Chair - Board of Commissioners

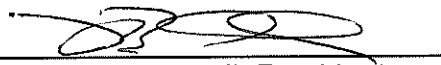


Robert "Bob" Main
Board of Commissioners



Craig Zanni, Sheriff


For The Association:



Jonathan Boswell, President



Leslie Sloy, Secretary/Treasurer
Teamsters Local 223



Michael Mann, Teamsters Local 223

08122022

COOS ASSOCIATION OF DEPUTY SHERIFF'S

Fiscal Year 2022-2023

July 1, 2022

6% Contract Increase given 7/1/22

PAY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Records Security Clerk Evidence/Property Custodian	500 21,0865	3830 22,0962	4002 23,0885	4181 24,1212	4368 25,2	4564 26,3308
Not Used	501					
Control/Booking Technician Inmate Worker Program Supervisor	502 18,9981	3443 19,8635	3596 20,7482	3753 21,6519	3922 22,6269	4098 23,6423
Not Used	503					
Corr Officer III/Corporal (3% added) Administrative Civil Deputy - Advanced 5%	505 28,8635 5253	5235 30,2019 5497	5497 31,7135 5772	5771 33,2942 6060	6045 34,875 6347	6335 36,5481 6652
Patrol & Corrections Deputy Sheriffs Communications Supervisor - Intermediate 3% - Advanced 8%	506 4488 25,8923 4623 4847	4699 27,1096 4840 5075	4922 28,3962 5070 5316	5157 29,7519 5312 5570	5398 31,1423 5560 5830	5651 32,6019 5821 6103
Emergency Mgmt Program Mgr.						
Detective - Basic - Intermediate 3% - Advanced 8%	507 4835 27,8942 4980 5222	5067 29,2327 5219 5472	5304 30,6 5463 5728	5555 32,0481 5722 5999	5815 33,5481 5989 6280	6089 35,1288 6272 6576
Sergeant SCINT Coordinator - Supervisory 3%	508 5686 32,8038 5857	5960 34,3846 6139	6252 36,0692 6440	6560 37,8462 6757	6883 39,7096 7089	7221 41,6596 7438
Control Room Operator Records Clerk	509 16,4019	2981 17,1981	3127 18,0404	3276 18,9	3435 19,8173	3604 20,7923
Chief Deputy Medical Examiner	510 38,4404	6867 39,6173	7068 40,7769	7278 41,9885	7497 43,2519	7721 44,5442
Animal Shelter Operator	511 15,3808	2792 16,1077	2905 16,7596	3022 17,4346	3149 18,1673	3286 18,9577

COOS ASSOCIATION OF DEPUTY SHERIFF'S

Fiscal Year 2022-2023

July 1, 2022

6% Contract Increase given 7/1/22

	PAY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Dog License Enforcement Officer	512	2424 13,9846	2531 14,6019	2652 15.3	2777 16,0212	2908 16,7769	3042 17,55
Chief Civil Deputy	513	5465 31,5288	5728 33,0462	6010 34,6731	6309 36,3981	6618 38,1808	6942 40,05
Jail Food Service Asst. Cook	514	3361 19,3904	3513 20,2673	3670 21,1731	3831 22,1019	4004 23.1	4183 24,1327
Not Used	515	2901 16,7365	3040 17,5385	3184 18,3692	3334 19,2346	3495 20,1635	3665 21,1442
Animal Control Officer	516	3803 21,9404	3985 22,9904	4165 24,0288	4353 25,1135	4547 26,2327	4754 27,4269
Communications Specialist - Intermediate 3% -Advanced 8%		3917 4107	4105 4304	4290 4498	4484 4701	4683 4911	4897 5134
Project Coordinator Civil Record Clerk Evidence/Records Technician Evidence Property Clerk	517	3495 20,1635	3647 21,0404	3814 22,0038	3985 22,9904	4162 24,0115	4349 25,0904
Corr. Sec. Sys Tech/Repairman	518	4057 23,4058	4239 24,4558	4431 25,5635	4631 26,7173	4841 27,9288	5059 29,1865
Jail Building Maintenance Supervisor	519	4431 25,5635	4631 26,7173	4841 27,9288	5059 29,1865	5286 30,4962	5524 31,8692

Funding. The parties recognize that revenue needed to finance the wages and benefits provided by the agreement must be approved annually by established budget procedures. All such wages and benefits are therefore dependent on sources of revenue and annual budget approval. The County will not reduce the wages and benefits specified in this agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this agreement. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this agreement, but makes no guarantee as to the passage of such budget pursuant to established budget procedures. This paragraph and County action thereunder shall not be subject to Article 28.

COOS ASSOCIATION OF DEPUTY SHERIFFS

Fiscal Year 2023-2023

July 1, 2023

4% Contract Increase given 7/1/23

PAY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
Records Security Clerk Evidence/Property Custodian	500	3801 21.9288	3983 22.9788	4162 24.0115	4348 25.0846	4543 26.2096	4747 27.3865
Not Used	501						
Control/Booking Technician Inmate Worker Program Supervisor	502	3425 19.7596	3581 20.6596	3740 21.5769	3903 22.5173	4079 23.5327	4262 24.5885
Not Used	503						
Corr Officer III/Corporal (3% added) Administrative Civil Deputy - Advanced 5%	505	5203 30.0173 5463	5444 31.4077 5716	5717 32.9827 6003	6002 34.6269 6302	6287 36.2712 6601	6588 38.0077 6917
Patrol & Corrections Deputy Sheriffs Communications Supervisor - Intermediate 3% - Advanced 8%	506	4668 26.9308 4808 5041	4887 28.1942 5034 5278	5119 29.5327 5273 5529	5363 30.9404 5524 5792	5614 32.3885 5782 6063	5877 33.9058 6053 6347
Emergency Mgmt Program Mgr.							
Detective - Basic - Intermediate 3% - Advanced 8%	507	5028 29.0077 5179 5430	5270 30.4038 5428 5692	5516 31.8231 5681 5957	5777 33.3288 5950 6239	6048 34.8923 6229 6532	6333 36.5365 6523 6840
Sergeant SCINT Coordinator - Supervisory 3%	508	5913 34.1135 6090	6198 35.7577 6384	6502 37.5115 6697	6822 39.3577 7027	7158 41.2962 7373	7510 43.3269 7735
Control Room Operator Records Clerk	509	2957 17.0596	3100 17.8846	3252 18.7615	3407 19.6558	3572 20.6077	3748 21.6231
Chief Deputy Medical Examiner	510	6930 39.9808	7142 41.2038	7351 42.4096	7569 43.6673	7797 44.9827	8030 46.3269
Animal Shelter Operator	511	2773 15.9981	2904 16.7538	3021 17.4288	3143 18.1327	3275 18.8942	3417 19.7135

COOS ASSOCIATION OF DEPUTY SHERIFF'S

Fiscal Year 2023-2023

July 1, 2023

4% Contract Increase given 7/1/23

	PAY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Dog License Enforcement Officer	512	2521 14,5442	2632 15,1846	2758 15,9115	2888 16,6615	3024 17,4462	3164 18,2538
Chief Civil Deputy	513	5684 32,7923	5957 34,3673	6250 36,0577	6561 37,8519	6883 39,7096	7220 41,6538
Jail Food Service Asst. Cook	514	3495 20,1635	3654 21,0808	3817 22,0212	3984 22,9846	4164 24,0231	4350 25,0962
Not Used	515	3017 17,4058	3162 18,2423	3311 19,1019	3467 20,0019	3635 20,9712	3812 21,9923
Animal Control Officer	516	3955 22,8173	4144 23,9077	4332 24,9923	4527 26,1173	4729 27,2827	4944 28,5231
Communications Specialist - Intermediate 3%		4074	4268	4462	4663	4871	5092
-Advanced 8%		4271	4476	4679	4889	5107	5340
Project Coordinator	517	3635 20,9712	3793 21,8827	3967 22,8865	4144 23,9077	4328 24,9692	4523 26,0942
Civil Record Clerk Evidence/Records Technician Evidence Property Clerk							
Corr. Sec. Sys Tech/Repairman	518	4219 24,3404	4409 25,4365	4608 26,5846	4816 27,7846	5035 29,0481	5261 30,3519
Jail Building Maintenance Supervisor	519	4608 26,5846	4816 27,7846	5035 29,0481	5261 30,3519	5497 31,7135	5745 33,1442

Funding. The parties recognize that revenue needed to finance the wages and benefits provided by the agreement must be approved annually by established budget procedures. All such wages and benefits are therefore dependent on sources of revenue and annual budget approval. The County will not reduce the wages and benefits specified in this agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this agreement. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this agreement, but makes no guarantee as to the passage of such budget pursuant to established budget procedures. This paragraph and County action thereunder shall not be subject to Article 28.

APPENDIX A

GRIEVANCE SETTLEMENT AGREEMENT

By and between

COOS COUNTY

AND

THE COOS ASSOCIATION OF DEPUTY SHERIFFS

This shall serve as a settlement agreement by and between The Coos County Association of Deputy Sheriffs (affiliated with the International Brotherhood of Teamsters Local Union 223), and the Coos County Sheriff, hereinafter referred to as Sheriff.

This settlement agreement is effective immediately upon signing. This agreement is a resolution specific to two grievances (dated December 23, 2020 and February 4, 2021) regarding issues in the Communications Section of the Administrative Division of the Coos County Sheriff's Office. It does not apply to scheduling for any other division within the Sheriff's Office and has no other effects (aside from what is stated herein) on the collective bargaining agreement or other work groups.

The parties hereby agree to the following:

Prior remedies granted by the Sheriff and accepted by the Union based on the grievances are as follows:

Communications Supervisors will annually select their shifts by seniority from available shifts in a separate process from Communications Specialists.

Communications Supervisors will rotate shifts, work a regular schedule and work as Communications Specialists as needed.

Communications Supervisors will follow the requirements of Article 20.3 (vacation utilization).

Dispatch policies that conflicted with the CBA or added extra scheduling restrictions are eliminated.

To resolve the current disagreements and to further clarify the CBA, the parties additionally agree to the following:

The County will decide what shifts are available for the annual shift selection processes (by classification) based on the needs of the office. There will be sufficient shifts for the annual shift selection as there are employees selecting shifts for the upcoming calendar year.

Annual shift selections will be made in the following manner: The highest seniority employee will first select her/his shifts for each of the four quarters of the following year from the available shifts within their classification. The process will continue for all of the dispatch employees in seniority order from highest seniority to lowest seniority, selecting from the remaining available shifts.

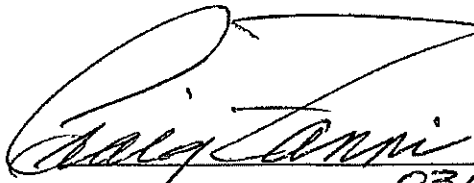
The shift types are day, swing, and graveyard (which include the accompanying "cover" shifts such as "day cover"). During the selection process, all communication employees will select shifts by seniority within their classification and will select at least two shift types during a calendar year. Communications Specialists will select at least one quarter of graveyard shift as long as graveyard shifts are available based on seniority selection. The selections made by the employees will be their shifts to be worked for the following calendar year, except for subsequently approved shift trade requests.


Shift trades requests will not be denied based on the shift-types involved as long as the involved employees will each work two shift-types in the calendar year; otherwise, shift-trade denials based on shift-types will be considered "unreasonable."

Unsatisfactory performance issues will be addressed through training, corrective action, or discipline rather than impact shift-trade requests.

The dispatch schedule for 2021 that was posted will remain in effect for 2021, however those wishing to trade shifts will resubmit their requests which will be processed according to this agreement.

With this agreement, the parties agree the two referenced grievances are settled.


Craig Zanni
Coos County Sheriff
03/31/2021
Date

 223
03312021

Michael Mann
Teamsters 223 Labor Representative
Date

APPENDIX B

MEMORANDUM OF UNDERSTANDING

By and between

COOS COUNTY

AND

THE COOS ASSOCIATION OF DEPUTY SHERIFFS

This shall serve as a Memorandum of Understanding (MOU) by and between The Coos County Association of Deputy Sheriffs (affiliated with the International Brotherhood of Teamsters Local Union 223), the Board of Commissioners for Coos County (Coos County being a political subdivision of the State of Oregon), hereinafter referred to as County, and the Coos County Sheriff, hereinafter referred to as Sheriff.

The purpose of this MOU is to modify the current Collective Bargaining Agreement in regard to cash-out of accrued leave banks for retirement purposes. This MOU is effective immediately and the changes are incorporated into the CBA.

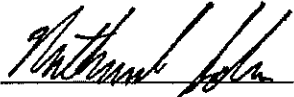
The parties hereby agree to the following:

Employees who are retiring are allowed to cash-out some or all of their banked accruals that are available for cash-out (including but not limited to comp time under Article 8, vacation leave under Article 20 and sick leave under Article 21) to be paid in a separate check for up to 90 days prior to their retirement date. The cash-out request must be in writing, including notification of the retirement date.

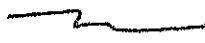
Employees who request cash-out of accruals must sign an acknowledgement which will include the following information:

“Employees who request to cash-out accruals under this ‘early’ cash-out concept may not rescind or change the retirement date without the County’s written consent, except if the cancellation or changed date happens prior to the payment of those funds.

The parties do not control how retirement calculations are made by PERS, and cashing out leave accruals may impact the retirement benefits earned by employees (e.g., the ability for Tier 1 and Tier 2 employees to utilize unused sick leave on retirement). Employees must do their own research and, by requesting the cash-outs, the employees accept responsibility for their decisions and the impacts on retirement calculations. PERS provides resources for employees on its website that may be useful in making an informed decision.”

 12/16/2020

Nathaniel Greenhalgh-Johnson Date
County Counsel

 223 12152020

Michael Mann Date
Teamsters 223 Labor Representative