

**AGREEMENT BETWEEN  
LANE COUNTY, OREGON  
AND  
LANE COUNTY  
PEACE OFFICERS' ASSOCIATION  
2019-2022**

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**AGREEMENT**  
**BETWEEN**  
**LANE COUNTY, OREGON AND**  
**LANE COUNTY PEACE OFFICERS' ASSOCIATION, INC.**

**PREAMBLE**

This *Collective Bargaining Agreement* is entered into by and between Lane County Board of Commissioners jointly with the Lane County Sheriff and the Lane County Board of Commissioners on behalf of the Division of Youth Services, hereinafter referred to as the **COUNTY**, or by individual department as necessary where appropriate and the Lane County Peace Officers' Association, Inc., hereinafter referred to as the **ASSOCIATION**, and constitutes the sole and complete agreement between the parties. The purpose of this *Agreement* is to promote mutual agreement and understanding between the parties and to set forth those matters pertaining to rates of pay, hours of work, fringe benefits and other employment relations matters pertaining to employment consistent with the **COUNTY'S** objective of providing maximized efficiency and services to the public of Lane County.

This *Agreement* is applicable to bargaining unit employees in the unit represented by Lane County Peace Officers' Association, or its designated representative.

It is agreed and understood that this *Agreement* shall be limited and applicable only to bargaining unit employees and only in connection with the performance of bargaining unit work.

**ARTICLE 1**  
**RECOGNITION**

**1.1 RECOGNITION**

For the purpose of collective bargaining with respect to wages, hours, benefits and other employment relations matters, the **COUNTY** recognizes the duly elected and certified **ASSOCIATION** as the sole and exclusive representative of all probationary and non-probationary employees in regular positions and employed in the Department of Public Safety and those employed in the Juvenile Group Worker classifications of the Division of Youth Services, exclusive of persons so employed in a confidential capacity as defined by ORS 243.650(6) or persons in a supervisory capacity as defined by ORS 243.650(23), and exclusive of those employees employed in classifications represented by other bargaining units.

**1.2 TEMPORARY EMPLOYEES**

It is agreed that employees in temporary positions classified as above, which are funded for periods in excess of three (3) months, but not more than twelve (12) months in duration, shall be considered to be part and parcel of the bargaining unit, provided that such employees shall not be subject to non-probationary status and may be terminated at the conclusion of such funding and must reapply and compete for available regular positions.

**1.3 CLASSIFICATIONS-NEW/MODIFIED**

Should the **COUNTY** establish a new, or substantially modify an old or existing classification, the following shall apply:

- A. The proposed wage rate shall be established by the **COUNTY** and written notice given to the **ASSOCIATION** as soon as practical.
- B. The rate proposed by the **COUNTY** shall be considered acceptable to the **ASSOCIATION** at the end of three (3) calendar weeks from the date of notice above unless the **ASSOCIATION** requests negotiations over the proposed wage rate within that same period.
- C. If the **COUNTY** and the **ASSOCIATION** do not reach agreement on a regular wage rate, the **ASSOCIATION** may take the matter to arbitration within three (3) calendar weeks after the last negotiation meeting in subsection (1.3.B) above. Should the **ASSOCIATION** fail to do so, the **COUNTY** shall implement its last offer as the regular rate for the classification, but in no event shall the regular rate be lesser than the temporary rate established in subsection (1.3.A) above.



- D. In the event the **ASSOCIATION** elects to arbitrate the matter, selection of an arbitrator shall be in accordance with ARTICLE 17 herein, and said arbitrator shall determine the appropriate wage rate for the affected classification.

## ARTICLE 2

### MANAGEMENT RIGHTS

#### 2.1 RETENTION OF RIGHTS

The **COUNTY** retains all rights respecting decisions and actions affecting the operation, efficiency and management of the Department of Public Safety and the Division of Youth Services where not specifically addressed or provided elsewhere in this *Agreement*.

#### 2.2 UNIFORM APPLICATION

It is agreed that the management of the **COUNTY** and the direction of the working forces, including but not limited to the right to hire, promote, transfer, assign, suspend, demote, to discharge or otherwise discipline employees, to increase, to decrease the working force, to determine the methods, means, personnel and schedules by which the efficiency of government operations entrusted to the **COUNTY** are to be maintained, to establish, revise and implement safety and health standards, to discontinue all or any part of its operations, to transfer positions from the bargaining unit, to determine the need for additional educational courses, training programs, on-the-job training and cross-training and to assign employees to such duties for periods to be determined by the **COUNTY**; to establish new jobs, or eliminate or modify existing job classifications, to adopt and enforce rules, regulations, policies and procedures governing the conduct of its working forces, provided however that such rules, regulations and policies and procedures shall be uniformly and equitably applied and enforced, with respect to all affected employees who are similarly situated; and to take whatever other action is deemed appropriate by the **COUNTY**, is vested exclusively in the **COUNTY** except when specifically in conflict with this *Agreement*.

#### 2.3 CONTRACTING OUT

If the **COUNTY** decides that work should be subcontracted out, it will not do so before the following has been accomplished:

- A. The **COUNTY** will give the **ASSOCIATION** notice in writing thirty (30) days before any intended subcontracting is to go into effect indicating in detail what work it is intending to subcontract out and the reasons therefore.
- B. If the **ASSOCIATION** is not in agreement with the **COUNTY'S** decision, it must indicate in writing within ten (10) days after receipt of the **COUNTY'S** notice that it is dissatisfied and wishes to meet and discuss the **COUNTY'S** proposal. Said meeting must take place within seven (7) days of the **ASSOCIATION'S** response.

- C. If the **ASSOCIATION** does not respond within the ten (10) day time frame mentioned above, then the **COUNTY** may implement its proposal if it so desires.
- D. If the **COUNTY** and the **ASSOCIATION** meet in an attempt to reach a resolution on the **COUNTY'S** proposal, it must reach a settlement within ten (10) days after the first meeting date or the **COUNTY** may elect to submit this matter to arbitration in conformity with Step 4 et seq. of the grievance procedure in Article 17.
- E. The arbitrator will base the decision on the following analysis of this matter with a balancing of 1) the merits of the **COUNTY'S** justification for subcontracting in which the arbitrator will consider both the economies to be achieved from the proposal and needs of the local government against 2) the effect on the bargaining unit employees from the **COUNTY'S** proposal.

#### **2.4 ABIDE BY PROVISIONS**

The **COUNTY** shall not exercise its rights set forth above for the purpose of avoiding the terms of this *Agreement*.

#### **2.5 VOLUNTEERS**

The **COUNTY** may utilize volunteers, including reserves, special deputies, posse, members, explorers and other volunteers to help assist the **COUNTY** conduct the **COUNTY** business as long as such use does not take away compensated opportunities for bargaining unit members. Consistent with the foregoing, in cases where sheriff's office employees do not volunteer to work overtime, the **COUNTY** may utilize individuals outside the bargaining unit.

#### **2.6 INTERNAL INVESTIGATIONS-POLICES/PROCEDURES**

The **COUNTY** may change its internal investigations policies and procedures without first bargaining with the **ASSOCIATION**.

## ARTICLE 3

### ASSOCIATION RIGHTS

#### **3.1 ASSOCIATION ACTIVITY**

The **ASSOCIATION** or its representatives shall have the right to conduct official **ASSOCIATION** business on **COUNTY** property at such times and in a manner which does not interrupt **COUNTY** operations or efficiency. Nothing herein is to be construed as a right of an employee to leave their station without supervisory approval. **ASSOCIATION** Representatives may investigate potential grievances, try to resolve grievances, investigate potential changes in past practice and represent **ASSOCIATION** members throughout the disciplinary procedure without loss of pay or benefits.

#### **3.2 BULLETIN BOARDS**

The **COUNTY** agrees to furnish bulletin boards to be placed in designated places in each work area. The **ASSOCIATION** may, at its expense, install glass locking bulletin boards.

#### **3.3 PAY WHILE NEGOTIATING**

Employee members of the **ASSOCIATION** bargaining team shall not suffer loss in pay while participating in bona fide negotiation sessions between the **ASSOCIATION** and the **COUNTY**, provided, however, that the number of such employees shall be limited to six (6) such employees on duty shall participate subject to reasonable operating needs of the **COUNTY**. No more than one (1) of these employees shall be from Youth Services.

#### **3.4 REASONABLE ACCESS**

The **COUNTY** agrees that accredited representatives of the **ASSOCIATION** shall have reasonable access to the premises of the **COUNTY** for the purpose of ascertaining whether this *Agreement* is being observed. **ASSOCIATION** representatives shall first report their presence and intentions to the on duty supervisor or designee and shall conduct their activities in a manner which avoids loss of time or disruption of operations.

#### **3.5 LEAVE OF ABSENCE**

An employee, but not more than two (2) at any one time, nor more than one (1) from any division, who accepts an official position with the **ASSOCIATION** shall be granted a leave of absence without pay not to exceed six (6) months in duration. Such employee shall be reinstated by the **COUNTY** provided that such employee notifies the **COUNTY** in writing of their intent to return to work thirty (30) days in advance, and provided further that said employee is still qualified to perform the applicable job duties. In addition, the **COUNTY** will provide for up to

two hundred (200) hours per year for **ASSOCIATION** representatives to perform **ASSOCIATION** work such as grievance meetings, investigations, and association meetings. The **ASSOCIATION** will reimburse the **COUNTY** for the hours used, including base wages and benefits.

**3.6 EMPLOYEE INFORMATION**

The **COUNTY** agrees to electronically furnish the **ASSOCIATION** information without charge for up to one (1) hour in response to reasonable written requests, which are reasonably related to the administration of this *Agreement* or the representation of its members. If the information request requires more than one (1) hour of support time to gather and prepare the information, the **COUNTY** will contact the **ASSOCIATION** and provide an estimate for the cost of the remaining information. The parties will discuss ways to reduce cost or narrow the scope of the request. The **ASSOCIATION** agrees to sign a stipulated protective order for the information.

**3.7 PROTECTION OF RIGHTS**

**COUNTY** employees have the right to voluntarily join and participate in the activities of the **ASSOCIATION** for the purposes of representation and collective bargaining with the **COUNTY** on matters concerning employment relations.

**3.8 NON-INTERFERENCE**

The parties shall not interfere with, restrain or coerce employees in or because of the exercise of rights guaranteed in this *Agreement*.

**3.9 NON-INTERFERENCE**

The **COUNTY** shall not dominate, interfere with or assist in the formation, existence or administration of the **ASSOCIATION** or any successor employee organization.

**3.10 NON-DISCRIMINATION**

The parties shall not discriminate in regard to hiring, tenure or any terms and conditions of employment for the purpose of encouraging or discouraging membership in the **ASSOCIATION**.

**3.11 EXECUTIVE BOARD MEETINGS**

The **COUNTY** agrees that, where in the judgment of the **COUNTY** its operations will not be seriously disrupted, it will allow the **ASSOCIATION** Executive Board members, but not more than two (2) per division and not more than one (1) from the Division of Youth Services, to attend Executive Board meetings after 5:00 p.m., without pay.

**3.12 PERSONNEL ORDERS**

The **COUNTY** agrees to provide the **ASSOCIATION** with a copy of all personnel orders pertaining to bargaining unit members, on the date the orders are issued, unless the employee requests otherwise.

**3.13 SOLICITATION PROHIBITION**

**ASSOCIATION** members, **ASSOCIATION** representatives or affiliates are prohibited from using or inferring that they are representing the **COUNTY**, or any subdivision or combination thereof, when soliciting funds, selling a product or service, either directly or indirectly, that is **ASSOCIATION** sponsored with funds all or in part going to the **ASSOCIATION**. Nothing in this section prohibits the **ASSOCIATION** from identifying itself as the Lane County Peace Officers Association.

**3.14 EXERCISE EQUIPMENT**

The **COUNTY** and the **ASSOCIATION** have agreed to contract with a fitness facility for bargaining unit member usage. The **ASSOCIATION** will contribute three hundred dollars (\$300) per month for the use of this facility and the Sheriff's Office shall pay the remainder of all related dues. The Division of Youth Services shall provide an exercise room for use by Juvenile Group Workers and other authorized individuals. Youth Services will be responsible for the equipment and its maintenance.

If at any time either party decides not to continue the arrangement with Court Sports, or other mutually agreed upon fitness facility, the parties shall revert to the provision requiring a work-out facility within the Sheriff's Office.

**RULES AND REGULATIONS**

**3.15 APM & LANE MANUAL**

The **COUNTY** agrees to make available to the **ASSOCIATION**, at no cost, an electronic copy of all regulations issued, the *Administrative Procedures Manual*, and classification specifications, including amendments and additions as they are made, and the **ASSOCIATION** will pay for hard copies of the *Lane Code* and the *Lane Manual* if they elect to obtain such copies.

**3.16 COPY OF AGREEMENT**

The **COUNTY** agrees to make available to each employee an electronic copy of this *Agreement*.

**3.17 ACCESS TO DEPARTMENTAL MANUALS**

The **COUNTY** agrees to make readily accessible to employees electronic copies of Departmental and Division Manuals.

## ARTICLE 4

### DUES AND DEDUCTIONS

#### **4.1 NOTIFICATION**

The **ASSOCIATION** shall notify the **COUNTY** of the current rate of dues in a timely manner, which will enable the **COUNTY** to make necessary payroll deductions as specified below. The **COUNTY** will notify the **ASSOCIATION** of new hires, promotions out of the bargaining unit, promotions within the bargaining unit, and terminations in a timely manner.

#### **4.2 AUTHORIZATION FORM**

Each employee, within thirty (30) days of employment, shall be provided an individual dues authorization form indicating whether the employee elects to join the Association and pay dues. Such form shall be provided by the **ASSOCIATION** with the original being sent to **COUNTY** Central Payroll, who will forward it to the **ASSOCIATION** along with the monthly itemized statement. An electronic copy will be retained by Human Resources. The Association shall be allowed to meet on duty with each newly hired bargaining unit members for thirty minutes within the employee's first thirty (30) days to discuss representation at a time mutually agreed upon by the **ASSOCIATION** and the **COUNTY**.

#### **4.3 DEDUCTIONS**

The **COUNTY** shall deduct from the paycheck for the second pay period of each month of all employees in the **ASSOCIATION** who have authorized the deductions the specified amount for the payment of **ASSOCIATION** membership dues, to the **ASSOCIATION**.

The **ASSOCIATION** will provide the **COUNTY** a minimum of sixty (60) days' notice for a change in the amount to be deducted.

#### **4.4 REMITTANCE**

The **COUNTY** agrees to remit the aggregate deductions, together with an itemized statement to the **ASSOCIATION**, by the first day of the succeeding month after such deductions are made.

#### **4.5 INDEMNITY**

The **ASSOCIATION** agrees to fully defend and indemnify the **COUNTY** and hold the **COUNTY** harmless from any liability or claims arising out of the **COUNTY'S** faithful compliance with the terms of this article, provided the **COUNTY** notifies **LCPOA** in writing of such claim and tenders the defense to **LCPOA**. Reasonable costs, including attorney fees, costs, fines or judgments incurred in the defense of the **COUNTY** in any legal action against the **COUNTY** for implementing the provisions of this Article shall be borne by the **ASSOCIATION**. The **COUNTY** agrees to cooperate fully in the defense of



any claim. Nothing in this section shall be construed as to limit the **COUNTY's** obligation to deduct and transmit dues and fees to the **ASSOCIATION**.

## ARTICLE 5

### LABOR MANAGEMENT RELATIONSHIPS

#### **5.1 EXISTING CONDITIONS**

Except as provided for in section 5.2 below, all employment relations as defined by ORS 243.650(7) not specifically mentioned in this *Agreement* shall be maintained at not less than the level in effect at the time of the signing of this *Agreement*.

#### **5.2 CHANGE IMPLEMENTATION**

If the **COUNTY** proposes to implement a change in matters within the scope of representation as defined by ORS 243.650(7) and not specifically mentioned in this *Agreement* that would result in more than a de minimus effect on the bargaining unit, the **COUNTY** will notify the **ASSOCIATION** in writing prior to implementing the proposed change. Upon timely request of the **ASSOCIATION** (within fourteen (14) days), the following shall apply:

- A. The **COUNTY** will provide the **ASSOCIATION** with all records about its plan that are relevant to the proposed plan as required by law.
- B. The **COUNTY** will notify the **ASSOCIATION** that it will implement the plan after forty-five (45) days unless the **ASSOCIATION** demands to bargain.
- C. The **COUNTY** will, upon demand by the **ASSOCIATION**, meet in good faith as often as the **ASSOCIATION** believes is necessary to discuss the **COUNTY'S** plan up until the end of the forty-five (45) day period, subject to the normal business needs of the **COUNTY**.
- D. If the **COUNTY** and the **ASSOCIATION** do not reach an agreement on the issue at hand, the **ASSOCIATION** may take the matter to final offer arbitration not less than ten (10) days no more than thirty (30) days after the first negotiations meeting. Should the **ASSOCIATION** fail to do so, the **COUNTY** may, at its sole discretion, implement all or part of any plan that was presented to the **ASSOCIATION**.
- E. Should the matter be submitted to arbitration pursuant to this provision, the authority of the arbitration shall be limited to the sole questions as to which party's offer is most appropriate to the issue at hand. The most appropriate offer as determined by the arbitration shall be implemented.

#### **5.3 SAFETY**

The **COUNTY** acknowledges an obligation to provide a safe and healthy environment for its employees. Likewise, the **ASSOCIATION** recognizes an

obligation on behalf of employees to conform to established safety rules and regulations and that failure to conform to such rules and regulations may result in disciplinary action up to and including discharge.

**5.4 LABOR MANAGEMENT COMMITTEE**

The **COUNTY** and the **ASSOCIATION** may form a joint labor/management committee, which will meet at least on a monthly basis to discuss issues of concern to either party. Both the **ASSOCIATION** and the **COUNTY** will send someone to represent their interests who are empowered to resolve the issue.

## ARTICLE 6

### WORKING CONDITIONS

#### **6.1 WORKDAY/WORKWEEK**

The workday is defined as 24 hours commencing at 2200 hours. The workweek is defined as seven (7) consecutive workdays in the calendar week commencing at 2200 hours on Friday and ending at 2159 hours on the following Friday.

#### **6.2 EMPLOYEE WORK SCHEDULE**

An employee shall normally work five (5) eight (8) hour days followed by two (2) consecutive days off, or four (4) ten (10) hour days followed by three (3) consecutive days off, but not necessarily in the same workweek. Upon the agreement of both parties, the **COUNTY** may implement a work schedule, which provides for employees to work twelve (12) hour days.

The fourteen (14) day work period for deputy sheriffs under the provisions of FLSA section 207(k) will only be utilized for the eleven and one-half (11-½) hour shifts.

Upon mutual agreement, a schedule available to the Police Services Division may consist of the following schedule in one fourteen (14) day work period: the first day worked of the work period would consist of eleven (11) hours and thirty (30) minutes with the following work days consisting of eleven (11) hours and twenty-five (25) minutes. The schedule would consist of four (4) days worked, three (3) days off, three (3) days worked, four (4) days off, or in reverse order.

De minimus is defined as but not limited to: donning and doffing of uniforms; exchange of keys/chits; travel to assigned post; and, a brief functional on-post briefing, or shift briefing. This time will not exceed seven (7) minutes per shift.

#### **6.3 WORK SCHEDULES**

It is recognized that the **COUNTY** may, from time to time, find that changes in individual or operational work schedules are in the best interest of governmental operations. It is agreed that the **COUNTY** may make such changes, provided that except in the case of emergency, the **COUNTY** shall notify the **ASSOCIATION** and any affected employee fourteen (14) calendar days prior to implementation of such changes. Temporary work schedule changes for the purpose of meeting statutory requirements shall not be subject to the provisions of this Section. A change of schedule that occurs when an employee is placed on or removed from Administrative Leave shall not be subject to the fourteen (14) day rule as described in this section and is not subject to the personal holiday credit as described in section 6.4 of this document. Emergency shall be defined as any

unforeseeable circumstances or situation requiring the presence of law enforcement personnel for the protection of life or property or to conduct **COUNTY** business.

The fourteen (14) calendar days' notice requirement provided above pertaining to work schedule changes may be waived by the employee when the change is mutually agreeable with the affected employee and the **COUNTY**.

**ASSOCIATION** members will adhere to a twenty-eight (28) day work cycle while attending basic DPSST academies.

**6.4 NOTICE OF CHANGE**

In the event the **COUNTY** unreasonably fails to give the fourteen (14) calendar days' notice of a change in a work schedule, the affected employee (s) shall be credited with one (1) additional personal holiday, equivalent to the employee's current regular shift hours, (but not to exceed ten (10) hours).

**6.5 EXPLANATION OF CHANGE**

In the event of work schedule changes resulting in a change in the number of days per week, or hours per day, to be worked, the **COUNTY** shall include with the notice an explanation of any changes in overtime calculations. Not including de minimus time as defined in Article 6.2 or approved overtime, it is agreed that an employee shall not be required to work more than forty (40) hours in a work week, except where the parties agree to an alternative schedule as provided in 6.2.

**6.6 ABIDE BY PROVISIONS**

Work schedules shall not be temporarily changed for the purpose of avoiding the wage provisions of this *Agreement*.

**6.7 SHIFT BIDDING**

A. Sheriff's Office employees may bid shifts and days off based upon seniority on or about October 1st and April 1st. The employer shall post the shifts for the following year noting the slots for both hours of work and days off. Shift bidding will occur in October and April for the two (2) subsequent three (3) month periods. Employees in the classification of Facility Security Officer, Records Officer, and Communications Officer shall bid by classification within a work unit. Employees in the classification of Communications Specialist or Records Specialist shall bid by classification within a work unit. Employees on patrol shall sign up by seniority for position available on patrol. Employees in the Jail shall sign up for position available in the Jail. Employees in the CCC shall sign up for position available in the CCC. Should additional training or experience be

reasonably necessary and not available on the employee's current shift, that employee's shift and days off may be changed to receive the necessary training or experience. At the conclusion of the training or experience period the employee will be returned to their previous shift. The least senior employee on the corresponding shift may be transferred to accommodate the need to balance the shift complements. Should the shift bidding by seniority result in unbalanced shifts by the basis of the employee experience and ability to perform their jobs, then the Sheriff may move the least senior employee possible in order to achieve the balanced shift.

No employee shall be required to work more than one (1) shift in a workweek. Employees may volunteer to work more than one (1) shift per week.

- B. Juvenile Group Workers may bid shifts and days off based upon seniority on or about October 1st and April 1st. The employer shall post the shifts for the following period noting the slots for both hours of work and days off. Shift bidding will occur in October and April for the two (2) subsequent three (3) month periods. Employees in the Phoenix work unit shall sign up by seniority for positions available in Phoenix. Employees in the Youth Services (YS) Detention unit shall sign up by seniority for positions available in the YS Detention. Group Workers and Senior Group Workers shall bid for shifts based upon seniority in their classification. Should additional training or experience be reasonably necessary and not available on the employee's current shift, that employee's shift and days off may be changed to receive the necessary training or experience. At the conclusion of the training or experience period, the employee will be returned to their previous shift. The least senior employee on the corresponding shift may be transferred to accommodate the need to balance the shift complements. Should the shift bidding by seniority result in unbalanced shifts by the basis of the employee experience and ability to perform their jobs, then the Youth Services Division may move the least senior employee possible in order to achieve the balanced shift.

The Division of Youth Services has determined that maintaining at least one (1) male and one (1) female on any shift for YS Detention is consistent with legal standards. At least one (1) person on any shift shall either be a Senior Juvenile Group Worker or an employee who is eligible to serve as Shift Lead (YS Detention and Phoenix). This will be accomplished as follows:

1. Intra-shift continuity shall first be accomplished by moving a less senior employee within a shift (thereby possibly changing their days off).
2. Inter-shift adjustments may be necessary to acquire preferred practice. Such adjustments would be made on the basis of seniority.
3. Nothing herein shall be construed to require the Division of Youth Services to modify its shift pattern (overall coverage each day of the week).

No employee shall be required to work more than one (1) shift in a week. Employees may volunteer to work more than one (1) shift in a week.

C. Irrespective of the normal procedures referenced in Clause 6.7 A herein, the Sheriff's Office has determined that maintaining a 7-24 female/male staff continuity in the jail is preferred practice. To address this concern, the Sheriff's Office shall accomplish such continuity as follows:

1. Intra-shift continuity shall first be accomplished by moving less senior female deputies within a shift (thereby possibly changing the days off) before moving more senior male deputies.
2. Inter-shift adjustments could be necessary to acquire 7-24 female/male continuity. Such adjustments would be made on the basis of seniority per the contract.
3. Nothing herein shall be construed to require the Sheriff's Office to modify its shift pattern (overall coverage each day of the week).

D. Employees will normally be afforded an eight (8) hour break between their prior work shift and their new work shift. In the event circumstances exist that prevent this from occurring, the affected employee will be given one (1) shift off with pay, either the Friday swing shift or the Saturday graveyard shift, at the **COUNTY'S** election.

## **6.8 RECALL/CALLBACK**

An employee who, after completing their regular work shift, is recalled to report prior to their next regular shift for trial preparation, court appearance or for reasons other than personal negligence, shall be guaranteed a minimum of four (4) hours pay at the appropriate regular or overtime rate as follows:

- A. An employee held over within four (4) hours at the end of their regular shift is not considered to be recalled, if the court appearance or preparation time is less than four (4) hours, the employee will be paid only from the end of the employee's regular shift until released from duty or end of court appearance. Employees recalled less than four (4) hours prior to the start of their regular shift shall be paid only from the beginning of their recall period until the beginning of their regular shift.
- B. An employee recalled on a day off shall be guaranteed a minimum of four (4) hours of pay at the appropriate regular or overtime rate. If an employee is recalled a second time on the same day off within two and one half (2 ½) hours after the expiration of the first four (4) hours of recall, hours paid shall be from the end of the first four (4) hours recall until released from duty, less normal court noon recess. If an employee is recalled a second time on the same day off more than two and one half hours (2-½) after the expiration of the first four (4) hours of recall, the employee shall be guaranteed a minimum for (4) hours pay at the appropriate regular or overtime rate. If the employee is recalled a second time on the same day off within the first four (4) hour recall period, hours paid will only be for actual hours worked after the expiration of the first four (4) hours of recall unless released from duty.

#### **6.9 COURT APPEARANCES**

Court appearances and trial preparation during any day shall be deemed to commence from the time an employee is required to appear in court or meet with the District Attorney's representatives for trial preparation and shall continue until released by the court or the District Attorney's representative that day. Travel within the County will not be paid. Travel time outside of the County and court noon recesses of one (1) hour or less in duration shall be considered time worked.

#### **6.10 WITNESS FEES**

It is understood that all witness fees and mileage expenses paid for court appearances (exclusive of mileage allowance for travel to and from areas outside the Eugene-Springfield city limits on the employee's own time) shall be turned over to the **COUNTY**.

#### **6.11 MEAL PERIODS**

Employees shall have a paid meal period of thirty (30) minutes.



It is agreed and understood between the parties that the employee's meal period may be interrupted by the **COUNTY'S** reasonable operating needs and that such employees are thus subject to call during their meal periods.

The **COUNTY** shall be obligated to provide a meal for those employees who are not allowed to leave **COUNTY** facilities during their lunch break.

#### **6.12 REST PERIODS**

Sheriff's Office employees shall be given paid breaks of fifteen (15) minutes twice a day to be scheduled in the middle of each half-day shift, or as close to that as possible. Should an employee be denied a break, the employee shall be paid thirty (30) minutes of overtime for each break the employee is denied.

Juvenile Group Workers shall be given two (2) fifteen-minute (15) breaks during an eight (8) hour shift. A break will be given for each four (4) hour period. Staff must take the break. If work conditions prevent a Juvenile Group Worker from taking a break, then the Juvenile Group Worker must notify the Shift Lead. If the Shift Lead cannot accommodate the break, the Juvenile Group Worker shall receive thirty (30) minutes extra overtime pay.

#### **6.13 REPORTING PLACE**

Sheriff's Office employees and Juvenile Group Workers shall report to their scheduled duty post at their designated starting time. No overtime pay shall be earned for de minimus activities as defined in Article 6.2 performed after the designated quitting time. Any hold-over overtime must be pre-approved by the shift supervisor, unless it is an emergency situation.

#### **6.14 TRADING SHIFT/SCHEDULES/DAYS OFF**

Employees who have similar qualifications and skills may request a long or short term trade of assigned shifts, and/or assigned days off with the approval of the affected employees. The trade shall be granted upon the approval of the appropriate supervisors verifying the employee possesses similar qualifications and skills deemed necessary by the **COUNTY** to adequately perform the job requirements. If denied, the reasons shall be given in writing upon the employee's request outlining the reasons for such denial.

The **COUNTY** agrees that it is the intent of this provision to grant such requests in good faith and shall not exercise its rights for the purpose of avoiding this *Agreement*.

All shift trading arrangements must be negotiated by the shift-trading individuals and, except in cases of emergency, they must give the supervisor at least forty-eight (48) hours advance notice in writing. The trade must be acceptable to the

appropriate supervisor whose shift is affected. Approval will be based on ability to hold the position to be filled and the number of consecutive hours to be worked prior to and following the trade. Such a request for a trade shall not be unreasonably denied. The employee negotiating the trade will be responsible for obtaining the approval of all those involved.

Approved trades will be made on the basis of comparable skill levels. Parties agreeing to work a trade must at least be able to perform the same skills that the other person is certified to perform at the time they work for the other person (e.g., in Dispatch, the skills need to match so that the employee working the trade could do anything the other employee would be able to do). Salary level will not be a factor. **COUNTY** payroll will not be affected by the process (i.e., a Communications or Records Specialist, Step 6, working for a Communications or Records Specialist, Step 1, will earn their normal hourly wage).

If, for any reason, an employee fails to work an agreed trade, that employee will have the number of hours deducted from their leave account equal to the number of hours the County was required to fill the trade. If the County filled the trade at overtime, the hours will be deducted by 1.5 per hour.

#### **6.15 LONG-TERM TRADES**

Long-term trades are defined as a voluntary change of assigned shift and/or assigned days off within the same classification series and within the assigned section for a period in excess of fourteen (14) calendar days.

#### **6.16 SHORT-TERM TRADES**

Short-term trades are defined as a voluntary change of assigned shift and/or assigned days off within the same classification series and within the assigned section for a period of up to fourteen (14) days.

#### **6.17 SUBMITTING REQUESTS**

At the time employees submit requests for short-term trades, the request shall identify the specific days, dates and shifts that each involved employee will work and will identify the specific days, dates and shifts that are to be considered "payback" of any days or hours owed. This change and/or "payback" must take place within ninety (90) calendar days. In all instances, employees shall only exchange a like number of days and/or hours of the same duration.

#### **6.18 SHIFT TRADE LIMITATIONS**

An employee trading shifts and/or days off may not work longer than sixteen (16) consecutive hours in any 24-hour period, except when an emergency exists.

**6.19 OVERTIME WAIVED ON SHORT-TERM TRADES**

The overtime (Article 7) will be waived for the traded hours on a short-term trade only.

**6.20 DOCUMENTING SHORT-TERM TRADES**

Employees absent from their assigned work shift due to a short-term trade with another employee will indicate the name and the hours worked by their replacement in the PeopleSoft timecard system. This information will be entered in the Employee Comment section of the Timecard Punches option.

Employees replacing another employee absent from their regular assigned shift due to a short-term trade will indicate the hours worked and the name of the employee they replaced on their time card. The employee replacing another employee assumes all of the responsibilities of the regularly scheduled employee.

**6.21 OVERTIME RESTRICTIONS**

No shift trade shall be allowed which will result in overtime costs to the **COUNTY**.

**6.22 SCHEDULING PROCEDURE**

The **COUNTY** shall post a pre-schedule which will indicate the number of personnel needed for each shift and indicate the predetermined days off to accomplish necessary personnel strength to assure adequate relief as required by the **COUNTY**.

**6.23 COUNTY RIGHTS**

The **COUNTY** retains the right to assign personnel to any section, division or work assignment as deemed necessary without previous notice as long as the assigned shift and days off remain the same.

**6.24 SCHEDULE CHANGES-GOOD CAUSE**

After posting of the final roster for the scheduling period, changes in schedules by the **COUNTY** will not be made without good cause. The spirit of this *Agreement* intends good cause, to include, but not limited to, bona fide emergency conditions, significant changes in staffing levels due to budget or other unforeseen circumstances that significantly impact **COUNTY** operations. If time permits the **COUNTY** will seek qualified volunteers to accommodate scheduling needs.

**6.25 TEMPORARY RESCHEDULING**

Temporary rescheduling for a period of thirty (30) days or less may be made at the discretion of the **COUNTY** without fourteen (14) calendar days' notice to accommodate temporary staffing needs, including but not limited to vacations,

extended sick leave and military leave. If time permits, the **COUNTY** will seek qualified volunteers to accommodate this scheduling. Nothing in this section will be construed to limit voluntary trades of scheduling.

**6.26 TEMPORARY HELP**

The **COUNTY** will not continuously hire extra help employees beyond 520 hours.

**6.27 SCHEDULING LIMITATIONS**

Persons in continuous operations of twenty-four (24) hours per day and seven (7) days per week who are subject to rotated shifts shall not be required to work more than seven (7) continuous days without a day off except in case of emergency as elsewhere defined in this *Agreement* in Article 6, Section 6.3.

## ARTICLE 7

### WAGES AND OVERTIME

#### **7.1 SALARY/STEP CONVERSION**

- A. Increase all salary schedules as follows:
1. Effective the first pay period following July 1, 2019, employees on the payroll on the date of ratification of the *Agreement* by the **COUNTY**, shall receive a two percent (2.0%) wage increase.
  2. Effective the first full pay period following July 1, 2020, employees on the payroll, shall receive a two percent (2.0%) wage increase.
  3. Effective the first full pay period following July 1, 2021, employees on the payroll, shall receive a two percent (2.0%) wage increase.
- B. Employees on the payroll as of the date of ratification and approval by the Board of County Commissioners who are in classifications not receiving a step adjustment under section 7.6 will receive a one-time payment of three hundred dollars (\$300.00).

#### **7.2 DPSST CERTIFICATION**

Those Sheriff's Office bargaining unit members who have obtained a DPSST certification shall receive the following certification pay based on the following recognized DPSST standards. Once the Sheriff's Office receives an approved DPSST certification, the pay increase will be retroactive to the first pay period following either: 1) the date listed on the DPSST certification; or 2) thirty (30) days after submittal by the employee to the Sheriff's Office Training Coordinator, whichever occurs first.

Advanced Certification 6.0%

Intermediate Certification 3.0%

Those members who are Communications Officers, Records Officers 1, 2 and Communications/Records Specialists and who are assigned for at least two (2) consecutive hours to either the Police Services Division Communications Center or the Corrections Division Central Control and Reception will receive a five percent (5.0%) premium above their normal rate-of-pay for that shift.

#### **7.3 BILINGUAL PAY**

Any employee who is bilingual in Sign Language or Spanish shall be paid five percent (5%) premium pay. Bilingual pay becomes effective on the first pay period following successful proficiency testing.

**7.4 LONGEVITY PAY**

Effective the first pay period following an employee's tenth (10th) year anniversary, employee will receive two point five percent (2.5%) premium pay in recognition of the knowledge of the job they have acquired in those years of service. Effective the first pay period following every fifth (5th) anniversary thereafter, employees shall receive an additional two point five percent (2.5%) premium pay.

**7.5 K-9 PAY**

Deputies assigned to the canine unit shall receive five (5) hours per seven (7)-day workweek for care and feeding of the canine. Overtime will not be paid for such extra work, unless the deputy is not released from patrol to address canine care duties. Time allowed per workday for canine care shall be considered appropriate compensation for canine maintenance for the entire week, including days off.

**7.6 STEP ADVANCEMENT**

Each newly hired employee shall advance from Step 1 to Step 2 after twelve (12) months of appointment to a classification and to each higher step, up through step seven (7) provided that the employee receives at least an overall "successful" rating on their annual evaluation. In no case shall an employee be on a step longer than twelve (12) months including in-class transfers, provided the employee is performing at a "successful" level or higher.

Effective the first full pay period following July 1, 2019, employees on the payroll on the date of the Board of County Commissioners' approval of the Agreement in the Deputy Sheriff, Communications Officer, Communication Specialist, SO Communication Network Coordinator and Public Safety Support Specialist classifications will move to the newly negotiated pay grade. Employees will be placed at the step closest in pay to their current step which does not result in a decrease in pay with no greater than a one (1) step change. Employees in the Deputy Sheriff classification who are on step one (1) as of July 1, 2019 will have their merit date reset to June 30, 2020.

**7.7 EMPLOYEE EVALUATIONS**

In the event an employee's evaluation is not completed within thirty (30) calendar days of when due, the following pay period the employee shall advance to the next higher step through step 7.

**7.8 APPROPRIATE STEP PLACEMENT**

Upon appointment to a classification within the bargaining unit an employee shall be placed on the appropriate step within the salary range.

## OVERTIME

When overtime work is required for the efficient operation of the **COUNTY**, the following shall apply:

### **7.9 OVERTIME**

The following definitions shall be applicable for this section.

- A. Work Cycle: The "work cycle" shall either be a seven (7) day period, or a fourteen (14) day work cycle for those on eleven and one half (11.5) hour shifts.
- B. Overtime: "Overtime" shall be all work performed in excess of forty (40) hours in a 7 day work cycle, eighty (80) hours in a fourteen (14) day work cycle (as applied to the eleven (11) hours and twenty-five (25) minute schedule in article 6.2) or any work performed in excess of the employee's regularly scheduled shift.
- C. Exceptions under Article 6.3, paragraph 3, apply to this article as well.

### **7.10 OVERTIME COMPENSATION**

Subject to the exception in Section 7.9, all authorized overtime work shall be compensated by cash payment at the rate of one and one half (1-1/2) times the regular hourly rate.

### **7.11 COMPENSATORY TIME**

- A. At the request of the employee and with the consent of the COUNTY, an employee may earn compensatory time off at the rate of one and one half (1-1/2) hours for each hour of overtime worked. Any compensatory time off over forty (40) hours not taken by the first pay period of April and the first pay period of October of each year shall be paid out.
- B. In the event the County allows the accrual of Compensation Time per section 7.11 (A) above and subject to ongoing consent by the County:
  - a. Any overtime worked by LCPOA employees to cover Compensation Time leave must be accepted as paid overtime and cannot be accrued as Compensation Time.
  - b. Any overtime required to cover Compensation Time leave requests must be voluntarily accepted by other qualified employees prior to the leave request being approved. Mandatorily assigned overtime will not be utilized to cover Compensation Time leave.

- c. The policy to approve Compensation Time leave requests that result in staffing levels below minimum staffing will be determined by either the Sheriff's Office Division Commanders and by work section; or Youth Services Program Supervisors that allows each section or work unit to facilitate critical operations in a fiscally responsible manner. These levels are considered management rights and shall not be negotiated with bargaining units.
  - d. Section 9.10 (C) of this Agreement shall not apply for Compensation Time leave requests. Compensation Time leave requests not approved or denied in writing shall not be considered approved.
  - e. Any Compensation Time leave request submitted or not approved in writing 72 hours prior to the requested leave time shall be considered denied.
  - f. It shall be the employee's responsibility requesting Compensation Time to ensure that Compensation Time Leave requests are approved in writing prior to taking the requested Compensation Time leave.
- C. Any unused accumulated compensatory time off shall be paid out at the time of termination, death, or transfer to another Department or bargaining unit.

**7.12 COUNTY RIGHTS**

The **COUNTY** shall be the sole judge as to the necessity, requirement and qualifications of personnel to work overtime.

**7.13 OVERTIME COMPENSATION LIMIT**

Overtime shall be compensated for only once for the same hours worked.

**7.14 OVERTIME CALCULATION**

Overtime shall be calculated based upon actual time worked.

**7.15 OVERTIME REST PERIOD**

Employees who are required to work beyond their regular quitting time, shall be allowed a fifteen (15) minute rest period before the first hour of overtime worked has lapsed, providing that it can be reasonably foreseen that such overtime will exceed three (3) hours in duration, and providing that no operational emergency exists. This section does not apply to voluntary prearranged overtime



Juvenile Group Workers will not be allowed to work more than sixteen (16) consecutive hours, nor more than sixteen (16) hours out of a twenty-four (24) hour period. If a Juvenile Group Worker works at least twelve (12) consecutive hours they are prohibited from accepting overtime that will not afford them at least an eight (8) hour off-duty, unpaid break prior to their next regularly scheduled shift.

**7.16 SHIFT COMPLETION**

It is understood that for the purposes of overtime calculations, employees working shifts which overlap workdays shall be assumed to have completed their shift on the day in which it commenced.

**7.17 WORKING OUT OF CLASS**

A bargaining unit employee temporarily assigned to act in the capacity of a bargaining unit or non-bargaining unit position classified at a higher rate of pay shall be paid at a minimum rate for the position to which assigned or at one step higher than the employee's current rate, not to exceed a maximum of five percent (5.0%) increase for all work performed for a minimum of one (1) complete shift per assignment, provided that such assignment is not for training purposes. Once the employee has completed a full shift as provided herein, said employee shall be compensated for the working-out-of-class pay from the beginning of said assignment.

**7.18 ABIDE BY PROVISIONS**

It is agreed that an employee shall not be assigned to such positions in a trainee status, nor shall an employee be rotated in and out of such assignment, nor shall the **COUNTY** request individual waiver for employees solely for the purpose of evading the provisions of this section.

**7.19 PAY/BENEFITS - NO REDUCTION**

An employee temporarily assigned to work in a position classified at a lower rate of pay shall not receive a reduction in pay or benefits during the period of such assignment.

**7.20 SALARY FROZEN**

Employees who are reclassified to a classification with a lower salary range and who at the time of the reclassification, are above maximum salary for the new classification, will have their salaries frozen for the period of time defined in the schedule below or until the range exceeds their salary:

Years Continuous Regular Service	Date of Salary Change
Less than one (1) year	Six (6) months from the date of reclassification
One (1) year but less than five (5) years	One (1) year from the date of reclassification
Five (5) years, but less than ten (10) years	Two (2) years from the date of reclassification
Ten (10) years or more	Three (3) years from the date of reclassification

### Premium Pay

#### **7.21 FLIGHT PAY**

Employees assigned as pilots in an aircraft shall receive twenty dollars (\$20.00) per hour flight premium.

#### **7.22 FIELD TRAINING OFFICER (FTO) PAY**

LCPOA members in the Sheriff's Office shall receive five percent (5%) FTO premium pay for the hours they are responsible for training an employee in a formal FTO program.

The **COUNTY** shall select FTOs pursuant to General Order 3.21. If a qualified FTO is not available due to short term absences during the day and time needed to train an employee, the **COUNTY** may designate a non-FTO to perform the training duties, and that employee will receive FTO pay.

#### **7.23 DETECTIVES**

Those employees assigned to detective shall receive a five percent (5%) premium pay while serving in that capacity.

#### **7.24 BOMB TECH**

Effective the first pay period following ratification by the **COUNTY**, employees assigned as Bomb Techs will receive five percent (5%) premium pay while engaged as Bomb Techs.

#### **7.25 INTERAGENCY DRUG LAB RESPONSE TEAM (IDLRT)**

Members of the Interagency Drug Lab Response Team (IDLRT) shall receive a five percent (5%) premium pay while actively engaged in lab response/clean up. There shall be no premium pay for training for the IDLRT team.

**7.26 SPECIAL OPERATIONS RESEPNSE TEAM (SORT)**

The deputies selected for assignment to the SORT team shall receive five percent (5%) premium pay when either engaged in SORT emergency responses outside the setting of the Lane County Adult Corrections Division or when called in to, or utilized exclusively in controlling a major disturbance at one of Lane County's Correctional facilities. The premium pay will not be paid for training operations, taser assignments at the Correctional facility, cell extractions, or other non-emergency security contracts, such as the University of Oregon football games.

A "Major" disturbance as defined in the LCAC Emergency Procedures Manual.

**7.27 ON-CALL**

Any employee required to be on-call by the **COUNTY** or Sheriff's Office will receive fifty dollars (\$50.00) per day of on-call pay. If called out, an employee will receive call back pay pursuant to Article 6.8.

## ARTICLE 8

### INSURANCE

#### 8.1 INSURANCE POLICIES

The **COUNTY** agrees to cover its eligible and qualified regular probationary and non-probationary employees with certain insurance protection and related programs at benefit levels no less than those in effect as of ratification of this *Agreement*. These insurance benefit programs will include:

A. Health Insurance. The **COUNTY** will provide employees health insurance. Employees will have the choice between the Co-Pay Plan, the Plus Plan and a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) or Health Reimbursement Arrangement (HRA). All plans include coverage for a vision exam.

(1) Effective the first full pay period following January 1 of 2020, 2021 and 2022 for all employees who elect the High Deductible Health Plan (HDHP), the **COUNTY** will deposit an amount equivalent to the annual deductible, based on their enrollment as individual (\$1500) or family (\$3000), into the employee's health savings account or Health Reimbursement Arrangement.

(2) Health Plans and Contributions:

ii. For all employees who elect the HDHP, the employee's monthly contribution will be as follows: Employee Only = twenty dollars (\$20.00); Employee + Other (Children/Family/Spouse or Domestic Partner) = twenty dollars (\$20.00).

iii. For all employees who elect the Plus Plan, the employee's monthly contribution will be as follows: Employee Only = thirty dollars (\$30.00); Employee + Other (Children/Family/Spouse or Domestic Partner) = fifty dollars (\$50.00).

iv. For eligible employees who elect the Co-Pay Plan, the employee's monthly contribution will be as follows: Employee Only = fifty dollars (\$50.00); Employee + Other (Children/Family/Spouse or Domestic Partner) = seventy dollars (\$70.00).

vi. For employees paying a contribution to their health insurance who complete the annual "Live Well" Health Risk Assessment (LWHRA), which includes a biometric screening, health history

and risk assessment questionnaire and comprehensive health review, offered by the **COUNTY**, the **COUNTY** will provide a “Live Well” credit of twenty dollars (\$20.00) to the employees’ monthly health contribution cost.

B. Opt Out

The **COUNTY** will offer an “opt out” provision for employees who determine that they do not require medical insurance and vision exam coverage through the **COUNTY** plans. The employee would receive three hundred and fifty dollars (\$350.00) a month in lieu of medical insurance and vision exam coverage. The employee will be required to provide proof of other group coverage at the time of the declination of County medical insurance and vision exam coverage, and is required to have continuous group medical coverage.

C. Dental Insurance. The **COUNTY** will provide fully paid employee and dependent dental insurance, (including adult orthodontic care) or, at the option of the employee, a dental maintenance plan.

D. Life Insurance. The **COUNTY** will provide fully paid employee term life insurance including accidental death and dismemberment in the amount of \$50,000 or twice the employee's annual salary, whichever is greater;

E. Occupational Life Insurance. The **COUNTY** will provide fully paid employee occupational life insurance in the amount, of \$10,000 in accordance with ORS 243.005 through 243.055;

F. Long Term Disability. The **COUNTY** shall provide fully paid employee long-term disability insurance to provide 66-2/3% of gross income after ninety (90) days of disability; not to exceed the limits of the plan, \$10,000 or (\$6,667 per month); which shall not be decreased during the life of the *Agreement* .

G. Liability Insurance. The **COUNTY** shall maintain liability insurance or self-funded protection per ORS 30.285;

H. Supplemental Insurance. The **COUNTY** agrees to provide payroll deduction services for employees who elect to enroll and self-pay in one supplemental insurance policy subject to the **ASSOCIATION’S** choice.

**8.2 PERS AND FICA ENROLLMENT**

The **COUNTY** agrees to enroll each eligible and qualified employee in the following programs:

- A. The Public Employees Retirement System (PERS) or the Oregon Public Service Retirement Plan (OPSRP). The **COUNTY** shall pay the employer's portion of this cost.

The **COUNTY** will pay the employees' six percent (6%) IAP contribution.

- B. The Social Security System (FICA), for enrollment purposes, only.

### **8.3 RETIREE'S INSURANCE**

- A. Upon retirement, all employees hired on or before July 1, 1987 and who have worked ten (10) full, continuous years prior to age seventy (70), shall be eligible for County-paid health insurance and may transfer from the active group to the retired group, provided such employees are eligible for and receiving PERS benefits.
- B. Upon retirement, all employees hired between July 1, 1987 and July 1, 1993 and who have worked twenty (20) full, continuous years prior to age seventy (70) shall be eligible for County-paid health insurance and may transfer from the active group to the retired group, provided such employees are eligible for and receiving PERS benefits.
- C. To qualify for Public Safety voluntary retirement, employees must be defined as Police Officers under ORS 237. 121 and. ORS 237.610, and be at least fifty (50) years of age. Other employees must be fifty-five (55) years of age or older or receiving benefits under the **COUNTY** long-term disability program regardless of age.
- D. It is understood that annual adjustments, if any, to health insurance benefits of retired employees will be determined in the sole discretion of the **COUNTY** and may or may not equal those of bargaining unit members.

### **8.4 DISABILITY**

- A. Non-occupational Illness or Injury
  - 1. County Medical Leave (Short Term Disability) will be paid as follows:
    - a. All employees who have completed six (6) months of regular employment with the **COUNTY** will be granted an eighty (80) hour Elimination Period Bank.

- b. This Elimination Period Bank (EPB) may only be used for the continuous 80-hour elimination period for approved Short Term Disability (STD) leave and once used will not be renewed.
  - c. The EPB may not be donated or sold (converted), even at termination, nor does it accrue regular TM when used.
  - d. First two (2) weeks of STD (one (1) week equals 40 hours for full-time employees) is the Elimination Period and will be charged to the employee's accrued Leave Banks or may be taken as Unpaid Leave if all other approved Leave Banks have been exhausted.
  - e. Third and fourth weeks continue at one hundred percent (100%) pay;
  - f. Fifth (5<sup>th</sup>) and sixth (6<sup>th</sup>) weeks continue at ninety percent (90%) pay; (For full-time employee, this translates to seven hours twelve minutes (7.2) hours/day.)
  - g. Seventh (7<sup>th</sup>) and eighth (8<sup>th</sup>) weeks continue at eighty percent (80%) pay; (For full-time employee, this translates to six hours twenty-four minutes (6.4) hours/day.)
  - h. Ninth (9<sup>th</sup>) and tenth (10<sup>th</sup>) weeks continue at seventy percent (70%) pay; (For full-time employee, this translates to five hours thirty-six minutes (5.6) hours/day.)
  - i. Remaining time will be paid at sixty-six and two-thirds percent (66-2/3%) to the conclusion of ninety (90) days. (For full-time employee, this translates to five hours eighteen minutes (5.3) hours/day.)
2. Each employee's existing sick leave balance, if less than four hundred (400) hours, as of January 6, 1990, to a maximum of one hundred and fifty (150) hours shall be preserved in a separate bank known as the Extended Illness Bank. If the employee's sick leave balance is four hundred (400) hours or more as of January 6, 1990, two hundred and fifty (250) hours shall be preserved in a separate bank known as the Extended Illness Bank. Extended illness bank hours may be used for the sole purpose of off-setting the use of time management hours to meet the fourteen (14) calendar day elimination period prior to the start of disability leave. After forty (40)

consecutive work hours have been charged to the Time Management balance, the remaining hours of the elimination period shall be charged to any remaining balance in the employee's extended illness bank until the employee has exhausted their extended illness bank hours.

3. Once an employee has received benefits under this provision, no further time shall be charged against an employee's time management leave until the employee has returned to work and subsequently suffered another illness or injury.
4. If the same illness or injury recurs, requiring the employee to leave work, and the employee has returned to work for twenty-eight (28) or less calendar days, or if the employee is remaining under a doctor's care and the doctor recommends additional time off for the same illness or injury, no additional time will be charged against the employee's accrued time management leave.
5. It is understood that disability leave for any reason shall not exceed that period during which the employee is in fact physically unable to return to work in full capacity, as substantiated by the employee's physician. Return to work in a limited duty capacity shall be counted as part of and shall not extend the ninety (90) day eligibility period.
6. It is understood that any time off charged to disability leave pursuant to this Section may require substantiation to the satisfaction of the **COUNTY** prior to compensation. Failure to provide satisfactory substantiation will result in denying compensation and may result in disciplinary action pursuant to Article 15, DISCIPLINE AND DISCHARGE, of this *Agreement*.
7. Employees who are on disability leave shall not accrue Time Management (Article 9) or holiday time/personal time off (Article 10.1-10.4). The **COUNTY** will not charge any holiday time/personal time off when an employee is off on disability leave.
8. Employees who have exhausted the ninety (90) calendar days short-term disability leave and who have a medical prognosis to be able to return to full duty within the next ninety (90) calendar days may request up to an additional ninety (90) consecutive calendar days of leave without pay.



9. Deputies who are approved for an additional ninety (90) days of unpaid leave per paragraph 8 are eligible to sell accrued leave (excluding Extended Illness Hours) up to the amount needed to match base pay plus certification pay and/or longevity pay plus the cost of maintaining health insurance benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA).
10. If an employee is unable to return to full duty within the first one hundred eighty days (180), the parties agree to meet prior to the one hundred eightieth day (180<sup>th</sup>) to discuss the employee's prognosis to a full return.

B. Occupational Illness or Injury

In the event of a leave of absence due to an illness or injury covered by Workers Compensation, the following shall apply:

1. Employees who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their assigned duties will be paid their full pay and benefits minus any applicable employee contributions for lost time for the first ninety (90) calendar days of the employee's on-the-job illness or injury. Such time shall not be charged against any earned leave balance.
2. Deputies or group workers who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their assigned duties will be paid their full pay and benefits minus any applicable employee contributions for the first ninety (90) calendar days of the employee's on-the-job illness or injury. Such time shall not be charged against any earned leave balance. The **COUNTY** shall maintain fully paid health benefits minus any applicable employee contributions during a worker's compensation qualified leave up to one hundred eighty (180) days from first date of authorized time loss or modified duty, provided that the medical prognosis indicates that the employee will be able to return to work within the one hundred eighty (180) days. The **COUNTY** agrees to subsidize the cost of continuation of the deputy's or group workers' health insurance and dental benefits, minus any applicable employee contributions, under COBRA for a maximum period of one hundred eighty (180) days from the effective date of the employee separation.

3. Employees on Worker's Compensation leave shall not have holiday time/personal time off deducted from their personal banks if they have not been released to work.
4. Employees on Workers' Compensation shall not accrue holiday time/personal time off if they have not been released to work.

#### **8.5 SUBROGATION**

Any employee who sustains any illness or injury and continues to receive their regular wages from the **COUNTY** shall be obligated to return to the **COUNTY** any payment they may receive reimbursing them for lost wages from a third party(ies). For example, if the employee is a victim in a motor vehicle accident and recovers lost wages from a third party(ies) or the third party's(ies) insurance carrier, the employee must reimburse the **COUNTY** for the disability wages paid by the **COUNTY**. In addition, it is recognized that the **COUNTY** has a right to initiate or join any proceedings against a third party(ies) to seek reimbursement of disability wages.

The parties recognize that many personal injury claims are settled for less than full value. If an employee believes a settlement of the claim against a third person was less than the full value of the claim, whether the employee spent a substantial amount of money in expert fees, court costs, to recover the claim, etc., the employee and the **COUNTY** will meet in an attempt to comprise the **COUNTY'S** right of subrogation. If that cannot be accomplished, the parties may mutually agree to submit it to an Arbitrator pursuant to the grievance procedure to establish an appropriate amount.

**ARTICLE 9**

**TIME MANAGEMENT**

**9.1 PURPOSE**

It is the purpose of the employee time management (TM) program to provide employees with a leave with pay program which is easy to understand, responsive to individual needs, and easy to administer.

**9.2 ELIGIBILITY**

This program covers all employees in the bargaining unit. Employees covered by these provisions shall not be eligible for separate leave benefits covering the following:

- (1) Family Emergency Leave
- (2) Vacation Leave
- (3) Sick Leave (non-occupational or injury leave, excluding disability leave)

**9.3 TIME MANAGEMENT ACCUMULATION**

Eligible employees shall accumulate time management leave, based on full-time status, at the following rates:

<u>Months of Service</u>	<u>Earned Leave Annual Accumulation</u>	<u>Earned Leave Bi-Weekly Accumulation</u>
1-24 mos (0-2 yr)	23.0 days/yr	7.077 hrs/pay period
25-48 mos (2-4 yrs)	26.0 days/yr	8.000 hrs/pay period
49-108 mos (4-9 yrs)	29.0 days/yr	8.923 hrs/pay period
109-168 mos (9-14 yrs)	32.0 days/yr	9.846 hrs/pay period
169-228 mos (14-19 yrs)	35.0 days/yr	10.769 hrs/pay period
229-288 mos (19-24 yrs)	38.0 days/yr	11.692 hrs/pay period
289 mos +(24 + yrs)	41.0 days/yr	12.615 hrs/pay period

**9.4 PART-TIME EMPLOYEES**

Eligible, part-time employees shall accrue and use time off under this program on a pro rata basis using the percentage of full time the employee was paid in the previous two (2) pay periods as a base.

**9.5 EXISTING VACATION**

At the time of termination or retirement, any vacation balance shall be paid out at the then current salary rate on a one for one (1:1) basis.

**9.6 USAGE**

During the course of the year, absences from work for any reason other than on-the-job illness or injury covered by Worker's Compensation or holiday time/personal time off shall be charged against the employee's accrued leave balance. Earned leave shall accrue whenever an employee is on pay status with the **COUNTY**. Employees do not accrue earned leave when on leave without pay.

**9.7 MAXIMUM ACCUMULATION**

An employee may accumulate earned leave, excluding the separate vacation balance, if any, to a maximum of twice their annual time management accumulation. As of the end of the pay period in which March 31 falls in each year, any employee credited with accrued leave greater than twice their annual leave accumulation shall forfeit that amount above their maximum accumulation. An employee who has acquired the maximum allowable accumulation of earned leave may continue to accumulate earned leave for the balance of the calendar year in which the maximum accrual was reached, provided, however, that the employee must reduce the accumulation to the maximum allowable prior to the following March 31 or forfeit the excess.

**9.8 TERMINATION**

- A. After six (6) months of service, upon the termination of an employee, the employee's accrued time management leave balance as of the date of termination shall be converted into pay at the rate of one (1) hour for each two (2) hours of accrued time management leave.
  
- B. Employees who wish to use Time Management between the date of notice of termination and the employee's termination will submit a memorandum to the employee's supervisor explaining the reason for the request. If Time Management has not been requested and approved prior to the notification of intent to terminate employment, the employee may be allowed to take Time Management. Employees who have given less than two (2) weeks' notice of termination will not be eligible. Employees who give two (2) weeks' notice will be eligible for up to two (2) days of Time Management. Employees who give three (3) or more weeks' notice will be eligible for up to five (5) days of Time Management. In no event shall the employee be eligible for more than five (5) days. Approval or denial of all such requests is subject to the reasonable operational needs of the

**COUNTY.** Time Management shall not be approved for the purpose of extending the employee's termination date.

**9.9 DEATH**

In the event of the death of an employee, all accumulated earned leave shall be paid to the employee's personal representative, at the current rate of pay.

**9.10 SCHEDULING**

- A. Employees shall, whenever possible, request time-off in advance. Use of such leave must be scheduled between the employee and the **COUNTY**. When an employee is sick or an unforeseen situation occurs requiring their presence elsewhere, the employee must notify their supervisor as soon as possible.
- B. In the Sheriff's Office there shall be an annual sign up for scheduled blocks of time off, made available by the **COUNTY** within the two (2) week period following the conclusion of the October shift bid. Employees may utilize the bid process to select one (1) three (3)-week block, one (1) two (2)-week block, or one (1) one (1)-week block. After the initial bid, the employees who selected a two (2)-week block or a one (1)-week block may bid again (by seniority) for their remaining block(s).
- C. An employee's request for time off shall not be denied on the premise that it will be granted only if the employee finds a replacement. In addition, if an employee puts in a request for time off and the **COUNTY** does not respond to it within fourteen (14) days from the day it is submitted, the employee may assume that the request has been granted.
- D. In the Division of Youth Services there shall be an annual sign up for scheduled blocks of time off, conducted by the **COUNTY** during the time of the October shift bid for the following calendar year. Employees may utilize the bid process to select, by seniority, one three-week block, one-two-week block, or one one-week block. After the initial vacation bid, the staff who selected a two-week block or a one-week block may bid again (by seniority) for their remaining block(s). Employees may request time off as part of this process that includes **COUNTY** recognized holidays.
  - a. In conjunction with the bi-annual bid shift in October and April of each year employees will have the opportunity to request time off on **COUNTY** observed Holidays on the basis of seniority for the Holidays that fall within that specific bid period. The process

outlined in paragraph above takes precedent over the process in this paragraph.

- b. All other requests for time off outside of the process outlined above will be on a first come first serve basis.
- c. Employees must submit time off requests during the timeframes listed above. Requests for future time off will not be approved until the vacation/bid shift has been completed for that timeframe. Supervisors and Managers will make a good faith effort to approve time management requests. However, time off requests may be denied based on operational and business needs.

#### **9.11 UNEXCUSED ABSENCE**

Absence of an employee from duty including any absence for a single day or part of a day, which is not authorized by specific grant or leave of absence, or the use of a leave of absence for reasons other than for which it was approved, shall be deemed an unexcused absence without pay and subject to disciplinary action including discharge.

#### **9.12 CONVERSION**

- A. Employees may sell accrued time management hours and vacation hours subject to the following restrictions:
  - 1. The maximum number of time management hours and vacation hours that can be converted into paid compensation in a calendar year cannot be greater than the number of hours taken in that same calendar year or eighty (80) hours whichever is the lesser.
  - 2. The time management leave hours must be either scheduled or used prior to any conversion pursuant to this provision.
- B. Subsection (1) above notwithstanding, during the last three (3) years prior to retirement, employees may sell up to two hundred (200) hours per year of their annual leave accrual at the current rate of pay. Extensions of an employee's scheduled retirement date notwithstanding, no employee will be entitled to this benefit in more than three (3) years.

#### **9.13 SUBSTANTIATION**

It is understood that illness or injury of any duration may require substantiation to the satisfaction of the **COUNTY** prior to compensation.

#### **9.14 TM DONATION**

Time Management Donations and exceptions to these requirements will be allowed on a case-by-case basis and require approval by the Human Resources Director. Employees who are eligible for the County's Short Term Disability (STD) and/or for Long Term Disability (LTD) benefits are not eligible for this program, nor are the eighty (80) hour eligibility period for STD subject to this program.

Employees who have an extreme emergent situation, and have no available earned leave time, may request Time Management Donations through the following procedure:

- A. Employees or their co-workers may make a request in writing to their supervisor stating the nature of the emergent condition and the reason for the request.
- B. The Supervisor will review the request, verify the employee's leave balance and check to see if other options are available. If it is found that no leave is available, the request will be forwarded to the Department Director. If the Department Director concurs, the request is forwarded to the HR Director for approval.
- C. Employees of the Department are notified of need and given an opportunity to donate. In order for this policy to be most effective, employees should be given a specific period of time in which to donate hours.
- D. Donors must retain a minimum of eighty (80) hours in their TM bank after the donation occurs.
- E. The necessary Donation of Time Management Hours form is provided by the department and when filled out is submitted directly to Payroll in order to maintain confidentiality. All names of all donors are to remain confidential. Every effort shall be made to protect the confidentiality of any medical information throughout this process.
- F. The donated Time Management hours may not be used for any other purpose than the emergency for which they are intended. The department is responsible for monitoring these hours. Hours are transferred to the employee's account as needed.
- G. When the emergent situation has ended, any donated hours not used will be credited back to donors on a pro-rata basis.
- H. Donations will be based on time donated, not dollar value of donation.

- I. An employee who donates TM and subsequently retires or terminates employment before the emergent situation is over shall forfeit donated TM.



## **ARTICLE 10**

### **PAID LEAVE**

#### **10.1 HOLIDAYS**

In lieu of paid holidays, employees shall accrue holiday time/personal time (PT) off at the rate of 3.385 hours per biweekly pay period to an accumulation of eighty-eight (88) hours at any one time. Employees will be required to use PT when taking off a County recognized holiday. County recognized holidays are New Year's Day, Martin Luther King Jr.'s Day, President's Day, Memorial Day, Independence Day (July 4th), Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. The day of the week that the holiday falls in the calendar year will be the day the employee must code as PT. For example if July 4th falls on a Saturday, LCPOA employees will code PT on the 4th of July, not on the Friday before, which would be the County observed holiday for non LCPOA employees.

#### **10.2 MUTUALLY AGREED SCHEDULING**

Holiday time/personal time off may be taken at times mutually agreeable between the employee and the **COUNTY**. If mutual agreement cannot be reached after the employee has reached eighty eight (88) hours accumulation then the **COUNTY** may assign time off to be in conjunction with the employee's normal days off to avoid payment of overtime. Compensation for holiday/personal time off shall be at the straight time rate per hour taken.

#### **10.3 MAXIMUM ACCUMULATION OF HOLIDAY/PERSONAL TIME**

An employee may accumulate up to a maximum of ninety-six (96) hours if arrangements cannot be made to allow the employee to take holiday time/personal time off, and if the employee is unable to take holiday/personal time off due to **COUNTY** requirements, the employee may receive paid compensation at one and one half (1:1.5) times the applicable straight time rate in lieu of future accumulations over ninety-six (96) hours until such time as accommodations can be made to allow time off.

#### **10.4 HOLIDAY/PERSONAL TIME PAYOFF**

Employees when terminated, who have accumulated holiday/personal time not to exceed the limits above, shall be paid for such holiday time/personal time off provided that such pay shall be at the straight time rate. If the employee dies, their personal representative shall be paid in the same manner.

#### **10.5 BEREAVEMENT**

Employees shall be reimbursed for lost work as a result of a death in the employee's immediate family to a maximum of three (3) day's pay, (need not be consecutive), or if out-of-state travel is required one (1) week's pay at the regular

straight time hourly rate. Immediate family is defined as spouse, child (biological, adopted, foster, step-child, or the child of an employee's Registered Domestic Partner), mother, father, stepmother, stepfather, father-in-law, mother-in-law, grandparents, grandparents-in-law, grandchild, brothers, sisters, brother-in-law, sister-in-law, son-in-law, daughter-in-law, Registered Domestic Partner, domestic partner (affidavit on file), parent of a Registered Domestic Partner, a person with whom the employee is or was in a relationship of in loco parentis, or any other relative residing in the employee's immediate household. County paid bereavement must be taken within thirty (30) days of death. Exceptions may be granted by the Sheriff or the H&HS Director for exceptional circumstances. An employee may also be entitled to OFLA bereavement leave. This OFLA bereavement leave is unpaid unless the employee elects to use time management. OFLA bereavement leave must be taken within sixty (60) days of the death and only for those individuals recognized by OFLA as immediate family.

#### **10.6 JURY DUTY**

An employee who appears for jury duty, or subpoenaed as a State's witness in any municipal, **COUNTY**, State or Federal Court shall, upon receipt by the **COUNTY** of all fees paid to the employee for such service, be reimbursed for loss of wages incurred as a result of such service. In addition, said employees shall be reassigned to day shift while on jury duty by way of administrative shift trade, without regard to the notice requirements of Article 6.4.

If an employee is released from jury duty more than one and a half (1-½) hours early, they shall contact their shift supervisor to see if they are required to report to duty. If the employee is released with less than one and a half hours (1-½) early the employee is not required to report back for duty.

## ARTICLE 11

### UNPAID LEAVE

#### **11.1 LEAVE OF ABSENCE**

Leave of absence for good cause as determined by the **COUNTY** may be granted by the **COUNTY** provided that such leaves do not significantly disrupt normal **COUNTY** operations. In case of pending layoffs, identified at risk employees may be granted one (1) week of leave without pay to pursue alternative employment opportunities. In this instance employees will not be required to use accrued time.

#### **11.2 LEAVE WITHOUT PAY**

Leaves of absence shall be without pay except as specified elsewhere in this *Agreement*.

#### **11.3 PROPER APPROVAL**

No payment for any leave of absence shall be made until such leave has been properly approved. Requests for such leaves shall normally be in writing and applicable upon written receipt of approval from the appropriate appointing authority stating the terms and conditions of the leave.

#### **11.4 MAXIMUM LENGTH**

With the exception of military active duty, Peace Corps, and leave granted in accordance with paragraph 11.6 below and Article 3, Section 3.5, a leave of absence without pay may not exceed ninety (90) calendar days, subject to extension on approval of the County Administrator for the Division of Youth Services or the Sheriff.

#### **11.5 FAILURE TO RETURN**

An employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned and the position shall thereupon be declared vacated, except and unless the employee, prior to the expiration of the leave of absence, has furnished evidence of inability to return to work by reason of sickness, physical disability or any other legitimate reason beyond the control of the employee and has received approval for an extension of such leave.

#### **11.6 MAXIMUM LENGTH – 5 YRS = 1 YR MAX**

Employees may be granted at the discretion of the **COUNTY** an unpaid leave of absence for up to one (1) year after each five (5) years of continuous service subject to the following conditions.

- A. The employee must request such leave in writing at least six (6) months in advance of the beginning date of the leave. Leaves of absence shall be granted or denied by the **COUNTY** within one (1) month of application of said leave.
- B. Employees returning from this type of leave shall not displace or cause the layoff of any employees employed at the conclusion of the leave, but shall be entitled to the first available vacant position in the classification held at the time the leave commenced.
- C. To be eligible to return from such leave, the employee must meet the minimum health and employment standards and be capable and qualified to perform the job.
- D. Upon return, the **COUNTY** shall reinstate all contractual and **COUNTY** rights and benefits, including seniority rights not exhausted or withdrawn. Such rights and benefits shall be at the same level as they were at the time the leave of absence began. Seniority shall be calculated by deducting the actual time of the leave from the employee's length of continuous service.

## ARTICLE 12

### ALLOWANCES AND EQUIPMENT

#### **12.1 UNIFORMS, PROTECTIVE CLOTHING & TOOLS**

The **COUNTY** retains the exclusive right to determine which employees shall be authorized and allowed to wear an officially designated uniform representing the Sheriff, the Sheriff's Department and/or the **COUNTY** while acting in the capacity of an employee of the **COUNTY**.

Those Sheriff's Office employees who must wear plain clothes as part of their regular assignment shall be reimbursed up to six hundred twenty-five dollars (\$625) per annum for clothing allowance upon proof of purchase.

#### **12.2 COUNTY RIGHTS**

The **COUNTY** shall retain the exclusive right to determine the style, color, material, identifying patches, badges and the specifications of any authorized and officially designated uniform, to include any equipment utilized by an employee to perform and accomplish their authorized official duties.

#### **12.3 COUNTY FURNISHED EQUIPMENT**

Authorized uniforms and required duty-rated equipment shall be furnished by the **COUNTY** to all new employees required to wear a uniform or carry, and use specified equipment. These items, when required by the **COUNTY**, include: headwear, duty belt and leather accessories, holster, on-duty handgun, bullet-resistant vest, Sheriff's badge, shoulder patches, name tags, jacket and baton, footwear and may include other items, accessories and equipment authorized, approved and required by the Sheriff. Excluded are socks, underclothing, and trouser belts, even though the **COUNTY** may require these excluded items to be specific in colors for color coordination if the item can be viewed at any time by the public while the employee is in uniform. Replacement of worn or damaged uniforms and **COUNTY**-furnished equipment shall be furnished by the **COUNTY** upon inspection, approval and return of the worn or damaged item to the **COUNTY**. Employees may be required to replace at their own expense lost or stolen items when, in the judgment of the **COUNTY**, the item was lost or stolen due to the negligence of the employee. Costs for uniform cleaning, general maintenance and related costs are the employee's responsibility. The **COUNTY** shall furnish at its expense the weapons and ammunition as recommended by the firearms committee and ensure that all deputies who are required to be armed in the course and scope of their employment shall be furnished with a properly fitting bullet-resistant vest. The **COUNTY** shall establish a program for replacing vests as their life expectancy has expired.

For employees in the Deputy Sheriff classification on the date of ratification of this Agreement and approval by the Board of County Commissioners the **COUNTY** will provide an external carry vest, upon request, to employees who do not already have one.

Alterations and tailoring shall be accomplished only with the approval of the **COUNTY**.

The County shall reimburse up to two hundred fifty dollars (\$250.00) during the term of this Agreement for the purchase of duty specific footwear for employees in the Deputy Sheriff classification following submission of receipts to the Sheriff's Office.

#### **12.4 REIMBURSEMENT FOR PERSONAL CLOTHING/EQUIPMENT**

Personal clothing and equipment damaged beyond normal wear and tear or stolen as a direct result of duty related activities shall be repaired, or the employee shall be reimbursed at an amount, not to exceed five hundred dollars (\$500) per year.

#### **12.5 SAFETY RIGHTS**

Nothing in this section shall impair any right pertaining to safety held by the **ASSOCIATION** or its members under federal or state law.

#### **12.6 EXPENSE REIMBURSEMENT**

Travel expenses incurred by employees as a result of job requirements shall be reimbursed per the APM Chapter 2, Section 7.

#### **12.7 TUITION ASSISTANCE**

Members of the bargaining unit may be eligible for tuition and fee reimbursement for courses of higher education undertaken while employed by the Sheriff's Office or Division of Youth Services subject to the following conditions:

- A. Courses must be reasonably related to the performance of the employee's current duties, fulfill related degree requirements, any classes approved by the employee's supervisor or to prepare the employee for promotion within the Department, and based on educational requirements of the **COUNTY**.
- B. Courses must be taken at an accredited college or university.
- C. Reimbursement will be for one hundred percent (100%) of the tuition and fees only. Books, transportation and related expenses will be the responsibility of the employee.
- D. Requests for tuition and fee reimbursement must be submitted in writing prior to the start of the course identifying the specific course requested; tuition and fee cost of course and identify how this course reasonably relates

to the performance of the employee's current duties or promotion within the Sheriff's Office or Division of Youth Services.

- E. Approval for tuition and fee reimbursement must be granted by the Department/Division Head or designee before the course begins.
- F. Approval or denial of tuition and fee reimbursement requests shall be at the discretion of the Department/Division Head or designee.
- G. Approval of tuition and fee reimbursement shall not be construed as tacit agreement by the **COUNTY** to provide time off to attend class. Arrangement of time off shall be the responsibility of the employee, using the available contractual means, including personal time, vacation time, leave without pay and/or shift trades.
- H. Employees shall not be eligible for reimbursement if they are otherwise eligible for G.I. benefits or are receiving other scholarship or financial aid (except student loans) for education purposes. Further, reimbursement for tuition and fees as provided in this Article shall not include student loans that the employee must repay in full. The employee must provide proof of the repayment Agreement from the lender and demonstrate that all repayment conditions of said Agreement are being met.
- I. In order to be reimbursed proof must be presented by the employee that the employee completed the course with a grade of "C" or better. The **COUNTY** may request proof that the course was paid for by the employee and not by another government agency, or grant or loan program.
- J. If an employee receives reimbursement and voluntarily leaves **COUNTY** employment within two (2) years of receipt of their reimbursement the employee will reimburse the **COUNTY** the full amount of reimbursement received during this period of time. Employees will sign a written agreement prior to receiving a tuition and fee reimbursement from the **COUNTY** authorizing a final paycheck deduction in this circumstance. Any such reimbursements shall be deposited to the **COUNTY** account from which it was distributed.

## **12.8 PARKING**

The **COUNTY** may continue its past practice of charging for parking at work sites, except that free parking will continue at the main Lane County Correctional Facility and the Division of Youth Services John Serbu Youth Campus. For those employees where free parking is not provided at the employees' primary work site, the Sheriff's office will provide a parking reimbursement of up to thirty dollars (\$30.00) per month following submission of receipts to the Sheriff's Office.

- A. The **COUNTY** may raise parking fees to match fees in the market area, however only one change may be made during the period July 1, 2019 to June 30, 2022. Any increase will not exceed five dollars (\$5.00) per month.
- B. The "Market Area" used by the **COUNTY** to establish parking fees will be defined as all parking lots, except the most expensive lot and least expensive lot, between High and Charnelton Streets on the East and West, 4th and 11th Streets on the North and South of the Lane County Public Service Building and the Courthouse.
- C. The **COUNTY** may reopen this article for negotiation, if the increase in parking rates exceeds five dollars (\$5.00).

**12.9 TRAINING OPPORTUNITIES**

The **COUNTY** agrees to provide training for DPSST certified employees as required by State statute and or rules.



## ARTICLE 13

### SENIORITY/LAYOFF AND RECALL

#### **13.1** DEFINITION

Seniority is defined as bargaining unit seniority based upon the length of an employee's continuous service since the last date of hire by the department in a bargaining unit position. In the event of an unpaid leave of absence in excess of thirty (30) calendar days, other than for military duty or jury duty, granted in accordance with Section 11.1 of this *Agreement*, the actual time of such leave shall be deducted from the employee's continuous service seniority accumulation.

If more than one (1) applicant in the specific job classification, such as Deputy Sheriff, is hired on the same day creating a "tie", the order of seniority will be based upon the individual's overall combined written test and interview score. If a tie still exists, then seniority will be determined by lot.

The combined score will only be used for employees hired on 07/01/2013 and thereafter. Employees hired prior to this date will be subject to the following language: "in case of a tie, the status of the employees will be determined by written test scores and if a tie still exists, by lot."

For all employees hired on the same date who are not subject to test and interview scores, seniority shall be determined by lot.

#### **13.2** CONTINUOUS SERVICE

Continuous service shall be service unbroken by separation from the **COUNTY** service, other than by military, Peace Corps, vacation, protected disability leave, approved occupational injury up to six (6) months following separation or **ASSOCIATION** leave in accordance with Article 3, Section 3.5. Time spent on other types of authorized leave will not count as time of continuous service except that employees returning from such leave, or employees who were laid off, shall be entitled to credit for service prior to the leave or layoff.

#### **13.3** TRANSFERS

In the event a **COUNTY** employee from another bargaining unit transfers or hires into the Department, seniority will be established in accordance with Section 13.1, except such an employee will not lose accrued time management, sick leave time, or other accrued time. Such accruals shall be made in accordance with the employee's **COUNTY** seniority.

#### **13.4** SENIORITY RETENTION

Employees promoted or reclassified to positions outside the bargaining unit shall retain the seniority accumulated while serving in a position within the Department

now represented by the **ASSOCIATION**. Seniority for the purposes of this Section shall continue to accrue while in a position outside the bargaining unit.

**13.5 PROBATIONARY COMPLETION**

New employees shall not accrue seniority until successful completion of the probationary period. Upon successful completion of the probationary period, the total length of the probationary period from date of hire within the department may then be applied as seniority.

**13.6 SENIORITY – PROMOTION, DEMOTION, ETC.**

Where otherwise equal, as determined by the **COUNTY**, in performance, fitness and job skills relative to the bargaining unit position as opposed to the classification, the **COUNTY** agrees to recognize and consider seniority in respect to promotion, demotion, except demotion for disciplinary reasons, and permanent transfers from one position to another. Promotions to the rank and position of sergeant shall be made exclusively from members of the bargaining unit.

**13.7 LAYOFF**

Layoff shall be in the inverse order of seniority. If approved by the **COUNTY**, an employee may elect to be subject to layoff even though their seniority may be greater than that of an employee scheduled for layoff. Employees subject to layoff shall be given written notification at least fourteen (14) calendar days in advance of the effective date of layoff.

**13.8 BUMPING**

Should a layoff or elimination of a position occur the employee with the least seniority within the affected classification shall move to a lesser classification in the same series within the same department, provided that the employee's seniority is greater than that of any employee in the lesser classification. Then the least senior employee or employees displaced would have the same right to move to the next lower classification in the same series within the same department. This same procedure is applicable to supervisory personnel entering the bargaining unit for the same reasons subject to 13.8 of this section. In the event the **COUNTY** shall elect to fill any existing vacancies within the bargaining unit and/or establish new positions within the existing classifications, those employees who previously held the vacant position or new position shall be reinstated into the vacant or new position without re-testing for a period of three (3) years from the date the employee vacated their position and moved to a lesser classification. This reinstatement by an employee who has previously held that vacant or new position shall be accomplished by reinstating the employee with the greater seniority in the next lower classification. Other than as provided for in Article 13.9, no other non-bargaining unit employee shall be permitted to bump into a bargaining unit position.

### **13.9 SUPERVISORY NON-BARGAINING UNIT**

Current supervisory non-bargaining unit employees may become members of the bargaining unit by means of demotion, transfer, reclass or recall into a bargaining unit position and shall maintain seniority from date of hire with the Sheriff's Office or Division of Youth Services of Lane County, so long as the supervisor has previously held a represented bargaining unit position. Supervisory non-bargaining unit employees entering the bargaining unit shall enter the same bargaining unit classification held at the time of promotion. If a supervisor enters the bargaining unit, their salary will remain the same if it is within the salary range of the lower classification or be adjusted to the nearest corresponding pay step of the lower classification, but if their salary exceeds the maximum of the salary range of the lower classification, then they shall receive the maximum salary of the lower classification, unless the reason for entering the bargaining unit was for disciplinary reasons. Supervisory non-bargaining unit employees entering the bargaining unit as a result of voluntary demotion or a non-disciplinary demotion which occurred while the supervisor was on promotional probation, shall enter the same bargaining unit classification held at the time of promotion and pay step they would have attained had they remained in the bargaining unit.

### **13.10 SENIORITY LIST**

The **COUNTY** shall furnish to the **ASSOCIATION** upon request a current seniority list on a biannual basis.

### **13.11 RECALL**

Recall shall be in the inverse order of layoff. If an employee is offered recall to a lower classification as listed above, and refuses said offer, the employee will only be eligible for recall to the classification held at the time of layoff.

### **13.12 SENIORITY PROTECTION**

The seniority of an employee who has completed probation shall be protected for a period of three (3) years during layoff, provided that such employee has not been given an opportunity to return to work in their same classification. The **COUNTY** shall recall an employee on the layoff list by personal service or by registered or certified mail, return receipt requested, to the employee's address as shown in the **COUNTY'S** records. If the employee does not respond within (seven) 7 calendar days from date mailed, or if the letter is returned as undeliverable because the employee is not at the address shown, the employee shall lose their recall rights. The employee is responsible for keeping the **COUNTY** informed of the proper address for service of a recall notice.

This provision shall apply to employees already on the layoff list on the date of the arbitration award which puts the provision into effect but no employee shall be responsible for keeping the **COUNTY** informed of changes of address unless the **COUNTY** can show that employee has been given actual notice of that responsibility.

**13.13 RECALL RIGHTS**

An employee who accepts recall to a lower classification shall retain recall rights to their original classification held at the time of layoff for three (3) years from the date of original layoff.

**13.14 LAYOFF LIST**

The **COUNTY**, upon request, shall furnish the **ASSOCIATION** with a current list of all bargaining unit employees on layoff status with recall rights.

**13.15 ABIDE BY PROVISIONS**

It is neither the spirit nor intent of this *Agreement* that employees shall be laid off for the sole purpose of avoiding the terms of this *Agreement*.

**13.16 OPERATIONAL REQUIREMENTS**

All uses of seniority specified by this *Agreement* shall be subject to the reasonable operational requirements of the **COUNTY**. The **COUNTY** shall advise the **ASSOCIATION** whenever the **COUNTY** departs from the *Agreement's* seniority requirements. In any grievance or arbitration filed over alleged violation of such a provision, the **COUNTY** shall have the burden of establishing that the reasons given to the **ASSOCIATION** constitute reasonable operational requirements and required such a departure, but an arbitrator shall not find the **COUNTY** to have violated the *Agreement* in such a case unless its action was arbitrary or in bad faith or its judgment was clearly wrong.

**13.17 NON-DISCRIMINATION**

It is recognized and agreed that should a bona fide occupational qualification exist which requires personnel action out of the order of seniority as defined by this *Agreement* that the **COUNTY** may take action appropriate to the bona fide occupational qualification.

## **ARTICLE 14**

### **PROBATION**

#### **14.1 DEFINITION**

The probationary period is an integral part of the employee selection process and provides the **COUNTY** and the probationer an equal opportunity to observe each other to determine the desirability of a continued working relationship. As part of the selection process it likewise provides each with an equal opportunity to discontinue that working relationship at any time during the established probationary period.

#### **14.2 PROBATIONARY REJECTION**

The **COUNTY** reserves the right, as part and parcel of the selection process, to reject any probationary employee during the initial probationary period without recourse, if in the **COUNTY'S** opinion such rejection is in the best interest of the **COUNTY**. In the event of the rejection of a probationary employee, the **COUNTY** shall notify such employee two (2) weeks prior to the effective date of such rejection, or at the option of the **COUNTY**, shall provide two (2) weeks' pay in lieu of such notice.

#### **14.3 INITIAL PROBATIONARY PERIOD**

New bargaining unit employees employed as Deputy Sheriffs will serve an initial probationary period of eighteen (18) continuous months worked. All other new bargaining unit employees shall serve an initial probationary period of twelve (12) months, which may be extended up to an additional six (6) months with the mutual agreement of the **ASSOCIATION**.

#### **14.4 TRANSFER PROBATION**

Employees in one classification, who are transferred to another classification, other than by reasons of reclassification, shall serve a probationary period equal to that which a new employee would serve, subject to the same extension provided in paragraph 14.3 above. Such employees who fail, as determined by the **COUNTY**, to satisfactorily meet the requirements of the new classification at any time during such probationary period, shall be returned to the previously held classification.

#### **14.5 PERFORMANCE ISSUES**

Any Probationary employee not notified of performance deficiencies noted during the first one half (1/2) of the probationary period may assume such performance has been acceptable to date. It is understood that such acceptable performance does not presume continued employment for the balance of the probationary period.

## ARTICLE 15

### DISCIPLINE AND DISCHARGE

#### **15.1 JUST CAUSE**

An employee who has completed the probationary period as defined in Article 14 of this *Agreement* shall not be disciplined or discharged without just cause.

#### **15.2 PROTECTION FROM EMBARRASSMENT**

Disciplinary action shall be accomplished in a manner which affords the employee the most protection possible from embarrassment before other employees, supervisors or the public.

#### **15.3 WRITTEN NOTIFICATION**

When the **COUNTY** intends to take disciplinary action, with the exception of verbal reprimands, the **COUNTY** shall notify the non-probationary employee and the **ASSOCIATION** in writing of the charges against the employee and the proposed disciplinary action, and shall provide the employee with the opportunity to respond to the charges at an informal hearing which may be recorded, with the person or persons having authority to impose the proposed disciplinary action.

- A. The non-probationary employee whose discipline, with the exception of verbal reprimands, is being considered shall be granted seven (7) calendar days or more, at the discretion of the **COUNTY**, to prepare for the disciplinary hearing.
- B. The employee shall be entitled to have a representative assigned and approved by the **ASSOCIATION** at the pre-disciplinary hearing for the sole purpose of providing legal counsel or advice to the employee.

#### **15.4 EXPEDITED WRITTEN REPRIMAND PROCESS**

- A. The parties agree to an expedited written reprimand due process procedure as follows:
- B. Written notification to the employee that:
  - 1. The employee may receive discipline no greater than a written reprimand;
  - 2. The facts upon which the discipline shall be based;
  - 3. A date on which the employee and their **ASSOCIATION** Representative must be present for receipt of this discipline, provided that date is no sooner than seven (7) days from service of this written notification. (This notice is subject to mutual waiver.)

4. Notification to the **ASSOCIATION** of the potential discipline and interview date.

## **15.5 INTERNAL INVESTIGATION PROTECTIONS**

- A. In the event a complaint is levied against an employee that causes the **COUNTY** or Sheriff's Office to assign an Internal Investigation number in the Sheriff's Office or conduct a formal investigation in Youth Services, the following protections shall accrue to the employee being investigated:
  1. Prior to an interview of the employee as provided herein, the employee shall be given notice of the nature of the complaint and the basis of the allegations levied against said employee.
  2. If the employee is to be interviewed and if the investigation could reasonably result in the employee's discipline or if the employee requests to have a representative present, said employee shall be given a reasonable amount of time, not to exceed forty-eight (48) hours, to secure the representative assigned and authorized by the **ASSOCIATION**.
  3. Complaints against Sheriff's Office employees shall not be impeded in any way. Therefore, complainants shall be immediately referred to an on duty supervisor. Complaints will be accepted regardless of the method of delivery. A complainant's decision not to place their complaint in writing shall have no bearing on whether a complaint is investigated, as long as complaint is reduced to writing by employee receiving complaint and signed by the complainant. When a supervisor initiates an investigation, the complainant is deemed to be the Office of the Sheriff.
  4. During such an investigation, the employee subject to said investigation shall not be directed by the Department to appear in front of a non-supervisory complainant or a complainant from the general public. The employee shall not be investigated by a supervisor who has a personal interest in the investigation.
- B. Nothing herein shall restrict the **COUNTY**/Sheriff's Office from making basic inquiries of employees concerning incidents or matters not subject to an Internal Affairs investigation. It is understood, however, that during such inquiries, employees could, under reasonable circumstances, invoke their Weingarten Rights.

## **ARTICLE 16**

### **PERSONNEL RECORDS**

#### **16.1 DEFINITION**

The **COUNTY** shall maintain records relative to the status of an employee consistent with the Oregon public records law. Such records collectively are to be referred to as the "personnel record" and shall be maintained in the Sheriff's Office or Division of Youth Services, the **COUNTY** Human Resources Department, and **COUNTY** Payroll within the Operations Division of County Administration. The personnel record in part or in total may be viewed by an employee accompanied by their designated **ASSOCIATION** representative upon request and at reasonable times that do not disrupt normal **COUNTY** operation and pursuant to an appointment. Copies will be provided by the **COUNTY** upon request at normal established fees for such copies.

#### **16.2 PRIVATE AND CONFIDENTIAL**

Employees are assured that personnel records are private and confidential except as prohibited by existing law or order of the court. It shall be so understood that any document added to an employee's personnel record without the employee's knowledge shall not be considered in any action affecting said employee. Any member of the bargaining unit may initiate a grievance on any document of a negative or derogatory nature placed in their personnel record without their knowledge.

#### **16.3 INCLUSION OF REPRIMANDS**

Documented oral reprimands shall not be placed in the official personnel file and shall be considered only when evaluating the performance of an employee or to indicate the progressiveness of discipline. Written reprimands may be placed in the official personnel file but, with the exception of those which address violations of applicable policies regarding sexual harassment, such documents shall not be considered in determining the degree of future discipline if the employee has not received any disciplinary action for a period of twenty-four (24) months from the date the letter of reprimand was issued and subsequently placed in the personnel record.

#### **16.4 WRITTEN RESPONSE**

The employee may respond in writing to any item placed in their personnel record. Such response shall become a part of the record if submitted no later than ten (10) days from the date the employee had knowledge of the item and that the item was to be placed in the employee's personnel record.



**16.5 EVALUATION FILES**

Supervisors may maintain active evaluation files of personnel notes. Employees will have access to review those notes upon reasonable notice to the supervisor. Such notes shall not be used after the performance evaluation has been completed and reviewed by the employee regardless of whether or not the supervisor actually used the notes in completing the evaluation.

## ARTICLE 17

### GRIEVANCE PROCEDURE

#### **17.1 PURPOSE**

- A. The purpose of this procedure is to secure, at the lowest possible level, mutually acceptable solutions to grievances, which may arise from time to time affecting bargaining unit employees.
- B. Should a disagreement arise concerning the interpretation or application of the provisions of this *Agreement*, or as to the performance of the obligations herein, such disagreement shall be settled according to the terms hereinafter provided. An employee, at their discretion, may elect to be represented by the **ASSOCIATION** at any step in the procedure.
- C. "Date of occurrence" herein shall mean the date the aggrieved party had, or should reasonably have had, knowledge of the occurrence.
- D. Notwithstanding the provisions of Step 1 below, it is understood that the aggrieved party is obligated to attempt to resolve the matter informally; however, for the purpose of preserving time limits, the aggrieved party may formally submit the particulars of the grievance to the applicable manager/supervisor pending conclusion of the informal attempt. Applicable manager/supervisor shall mean the first step with the authority to respond with a proposed resolution on behalf of the **COUNTY**.

#### **17.2 GRIEVANCE STEPS**

##### **STEP 1**

- A. The aggrieved party and/or designated representative shall first attempt to informally resolve the issue with the applicable manager/supervisor. In the event such attempt is unsuccessful, the aggrieved party shall refer the grievance in writing to the Captain/ Division Manager, or designee, within fourteen (14) calendar days of the incident giving rise to the grievance. The notice shall include:
  - (1) The employee's name, department, work section, supervisor, manager and **ASSOCIATION** representative.
  - (2) A statement of the grievance and relevant facts;
  - (3) Applicable provisions of the contract; and
  - (4) Remedy sought.

- B. The Captain/ Division Manager, or designee, shall attempt to resolve the grievance and shall furnish a written statement of their position within seven (7) calendar days.

## **STEP 2**

- A. If, after proceeding through Step 1 above, the grievance is still unresolved, the aggrieved party and/or designated representative may refer it to the Sheriff/Department Director, no later than seven (7) calendar days from the date of the Step 1 response or date when said response is due.
- B. The Sheriff/Department Director, or designee, and the **COUNTY's** Employee Labor and Relations Manager shall meet with the grievant and the designated representative no later than fifteen (15) days from receipt of the Step 2 appeal. In addition, they may investigate and/or review as needed.
- C. The Sheriff/Department Director, or designee, shall provide the **COUNTY's** written response within fifteen (15) days from the date of the Step 2 meeting.
- D. Should the **COUNTY** be the aggrieved party, the matter shall be introduced at this step.
- E. Any grievance which involves discharge, or is of a class action nature, may be introduced at this step.

## **STEP 3**

If the Step 2 response from the **COUNTY** is not acceptable, the **ASSOCIATION** may submit the matter for arbitration and request a list of arbitrators from the Oregon State Employment Relations Board within thirty (30) days of the **COUNTY's** Step 2 response.

### **17.3 ARBITRATION**

- A. In the event the respective representatives of the **COUNTY** and the **ASSOCIATION** cannot agree to the selection of an arbitrator, final selection shall be accomplished with one (1) party, to be determined by lot, first striking off one (1) of the seven (7) names submitted by the State Mediation and Conciliation Service and thereafter the parties alternately striking names until one (1) name remains.
- B. The arbitrator shall have no authority to alter, modify, amend, vacate or change any terms or conditions of this *Agreement*, to substitute their judgment for that of either party in any instance where the parties have

exercised their rights under the terms of this *Agreement*, nor shall the arbitrator decide on any condition which is not specifically treated in this *Agreement*.

- C. The decision of the arbitrator shall be submitted within thirty (30) calendar days following the presentation of the case, and such decision shall be final and binding on both parties.
- D. The **COUNTY** and the **ASSOCIATION** agree that the loser of the arbitration shall pay the full expenses and arbitration fees of the arbitrator only; the **COUNTY** and the **ASSOCIATION** shall assume individual liability for the cost of their respective witnesses.
- E. The arbitrator shall identify the losing party in the arbitration hearing and so state in the written decision to both parties.

#### **17.4 GENERAL**

- A. All meetings and hearings under this procedure shall be kept informal and private, and shall include only such parties in interest and/or designated representatives as referred to in this Article.
- B. All information relative to the grievance and resolutions accomplished via the procedure shall be considered exempt from public disclosure to the extent allowed by law.
- C. The **ASSOCIATION** shall designate authorized representatives to investigate and process grievances on behalf of the **ASSOCIATION** and shall notify the **COUNTY** of any changes in such authorization.
- D. All grievance proceedings and reasonable investigation time, where practicable, shall be held during the regular **COUNTY** business hours, on **COUNTY** premises and without loss of pay or recrimination to the aggrieved party and/or a designated representative. It is understood that the **COUNTY** shall not incur overtime liability as a result of such proceedings or investigation.
- E. A grievance may be terminated at any time upon receipt of a signed statement from the employee, or duly designated representative, stating the matter is no longer at issue. A grievance settlement without **ASSOCIATION** concurrence shall not prejudice any position taken by the **ASSOCIATION** during the grievance proceedings.

## **17.5 TIME LIMITS**

- A. Any time limit in this procedure may be extended for reasonable cause by mutual agreement and be binding on both parties. Such agreement, when practicable, shall be reduced to writing and signed by both parties. Failure by the aggrieved party and/or designated representative to properly observe time limits as stated without such agreement shall cause the grievance to become null and void.
- B. Should the appropriate management personnel fail to respond to the grievance at any level within the time limits prescribed, exclusive of the provisions of Paragraph (A) above, the grievant may immediately appeal to the next higher step in the procedure.

## **17.6 APPEAL TO NEXT HIGHER STEP**

Should the appropriate management personnel fail to respond to the grievance at any level within the time limits prescribed, exclusive of the provisions of paragraph 17.3 above, the grievant may immediately appeal to the next higher step in the procedure.

## **17.7 TERMINATED WITH SIGNED STATEMENT**

A grievance may be terminated at any time upon receipt of a signed statement from the employee, or duly designated representative, stating the matter is no longer at issue.

## ARTICLE 18

### DEFENSE AND INDEMNIFICATION

#### **18.1 REIMBURSEMENT**

The **COUNTY** agrees to reimburse an Association member for the reasonable, usual and customary legal fees charged by an attorney as a direct result of criminal charges against the Association member or a grand jury appearance against the Association member in which the member is a suspect in a criminal case arising out of conduct in the course and scope of the Association member's performance of duties as an officer for Lane County. The **COUNTY'S** obligation of reimbursement is subject to the conditions set forth in the sections for 18.2 Reimbursement Procedure.

#### **18.2 REIMBURSEMENT PROCEDURE**

To receive reimbursement under this Article, the Association member must select an attorney from a list of attorneys that has been mutually agreed upon by the **ASSOCIATION** and the County Counsel. Neither party shall unreasonably oppose the inclusion of an attorney on the list.

- A. Within sixty (60) days of the execution of this *Agreement*, the **ASSOCIATION** shall submit to the County Counsel the names and professional biographies of the attorneys the **ASSOCIATION** proposes for inclusion on the list. If the County Counsel does not object to an attorney on the list within twenty (20) working days, the attorney shall be included on this list. The names on the list shall be reviewed every six (6) months upon the request of either party. As a condition to subsequent reimbursement by the **COUNTY**, the Association member shall notify the **ASSOCIATION** and the **COUNTY** within three (3) calendar days of the selection of an attorney under these provisions. If no attorney on the list is available to represent an Association member, the Association member may obtain another attorney of their choosing, licensed to practice in Oregon and having a principal place of practice in the Lane County area, and so long as the **COUNTY'S** obligation to reimburse will arise only if the County Attorney receives written notice of the selected attorney from the **ASSOCIATION** within three (3) calendar days of the Association member or **ASSOCIATION** learning of the lack of availability of an attorney from the predetermined list.
- B. **Estimate of Legal Fees** Following the initial meeting between the Association member and the attorney, the **ASSOCIATION** shall arrange for the attorney to provide the **COUNTY**, at no cost to the **COUNTY**, a preliminary estimate of the anticipated legal fees, costs and expenses. This

preliminary estimate shall be directed to County Counsel, the Sheriff, Human Resources Department and the **ASSOCIATION**.

- C. **Billing** Before becoming obligated to reimburse an Association member under this Article, the **COUNTY** shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of the time spent and a brief description of the purpose of such time. The hourly breakdown must be received by the **COUNTY** within sixty (60) days of the conclusion of the grand jury or criminal proceedings against the Association member. The attorney shall account for and value time at the attorney's usual and customary rate, and if there is a range of rates usually and customarily utilized by the attorney, then at the rate most favorable to the client, not to exceed one hundred seventy five dollars (\$175.00) per hour. If the **COUNTY**, in its discretion, feels the charges exceed the reasonable, usual and customary fees normally charged, the parties shall submit the matter to the Oregon State Bar Fee Arbitration program for resolution. In any Fee arbitration proceedings, the **COUNTY** may assert any position that the Association member could assert in a direct dispute between the Association member and the attorney.
- D. **Binding Decision** The decision of the OSB fee arbitrator or arbitration panel shall be final and binding as to the **COUNTY'S** obligation under this Article. Under no circumstances shall the provisions of this Article give rise to a claim of any sort against the **COUNTY** by the attorney retained or selected by the Association member.

### **18.3 DENIAL OF REIMBURSEMENT**

Reimbursement will not be made in those instances where:

- A. The Association member was not performing within the course and scope of their duties as an officer of Lane County;
- B. The Association member is convicted by verdict or plea, or pleads no contest to any criminal charges arising out of the incident;
- C. The Association member is disciplined based on the Association member's actions which formed any part of the basis for the possible criminal liability; unless the Department's disciplinary action is set aside in total on grievance appeal. If the matter is taken to arbitration, the arbitrator shall not hear or consider any evidence of attorney's fees or exposure to attorney's fees as relevant to the issue of whether discipline is appropriate;
- D. The Association member resigns their employment with the **COUNTY** for any reason;

- E. The **COUNTY** shall have no obligation under this provision to reimburse an Association member in any instance where the Association member or the **ASSOCIATION** elects to have counsel for the **ASSOCIATION** represent the Association member involved in the incident at any stage of the criminal proceeding, including, but not limited to, any grand jury proceeding;
- F. The **COUNTY** shall have no obligation under this provision to reimburse an Association member for costs or legal fees associated with representation at pre-disciplinary procedures, grievance, arbitration or other civil proceedings;
- G. Nothing in this provision obligates the **COUNTY** to pay or reimburse the **ASSOCIATION**, or counsel for the **ASSOCIATION**, for any work by the **ASSOCIATION** or counsel for the **ASSOCIATION** that is related to the rights of the **ASSOCIATION** or its members under this provision

#### **18.4 REIMBURSEMENT DUE DATE**

Any reimbursement required by the **COUNTY** shall be made only at the conclusion of all criminal and disciplinary proceedings against the Association member relating to or arising out of the incident and, without intending to limit any private payment arrangements between the Association member and their attorney, are subject to the following monetary maximums:

- A. Legal fees relating to a grand jury investigation and/or appearance shall not exceed five thousand dollars (\$5,000).
- B. Legal fees relating to post-grand jury indictment or other charging instrument shall not exceed ten thousand dollars (\$10,000).
- C. Total legal fee reimbursement shall not exceed fifteen thousand dollars (\$15,000).
- D. Total legal fee reimbursement under these provisions for any number of Association members shall not exceed sixty thousand dollars (\$60,000) during any fiscal year. Nothing in this provision shall preclude the **ASSOCIATION** from reimbursing any member for legal fees incurred.



## **ARTICLE 19**

### **SAVINGS AND FUNDING**

#### **19.1 SAVINGS CLAUSE**

Should any Article, Section or portion thereof of this *Agreement* be held unlawful and unenforceable by any tribunal of competent jurisdiction, such decision of the tribunal shall apply only to the specific Article, Section or portion thereof, directly specified in the decisions. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof.

#### **19.2 FUNDING**

The parties recognize that revenue needed to fund the wages and benefits provided herein must be approved annually by established law and procedures. All such wages and benefits are, therefore, contingent upon sources of revenue and annual budget approval. The **COUNTY** shall not reduce the wages and benefits agreed to herein because of budgetary limitations but cannot and does not guarantee any minimum levels of employment to any job classification covered by this *Agreement*.

## **ARTICLE 20**

### **TERM OF AGREEMENT**

#### **20.1 LENGTH OF CONTRACT**

Three (3) years: July 1, 2019 through June 30, 2022.

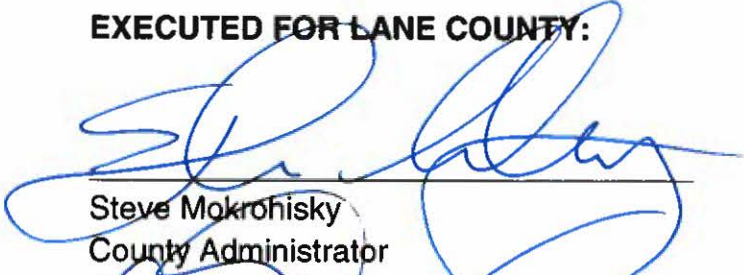
#### **20.2 NEGOTIATE MODIFICATIONS**

If either party serves written notice of its desire to terminate or modify this *Agreement*, the parties shall commence negotiations by April 1 prior to the expiration of the *Agreement* except by mutual consent.

#### **20.3 CONTRACT CONTINUATION**

The provisions of this *Agreement* shall continue during negotiations for a successor, unless either party has terminated the *Agreement*.

**EXECUTED FOR LANE COUNTY:**



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Steve Mokrohisky  
County Administrator



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Cliff Harrold  
Sheriff



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Inga Wood  
Employee and Labor Relations Manager

**EXECUTED FOR LCPOA:**



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Eric Churchill  
President LCPOA

## SCHEDULE A

HUMAN RESOURCES DEPARTMENT  
COMPENSATION PLAN EFFECTIVE 07/13/2019

SALARY ADMIN PLAN: POA  
SORTED BY JOBCODE DESCRIPTION

BGU	SAL PLAN	GRADE	*=Jobcode JOBCODE	exempted from paid overtime TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
05	POA	027	F017	Communications Officer	23.76	24.93	26.18	27.48	28.82	30.29	31.81
05	POA	032	F018	Communications Specialist	26.18	27.27	28.43	29.63	30.87	32.25	33.75
05	POA	012	F021	Cook - Corrections	16.41	17.21	18.07	18.95	19.92	20.91	21.98
05	POA	023	F028	Cook, Lead-Corrections	21.50	22.60	23.75	24.92	26.17	27.47	28.80
05	POA	033	F002	Deputy Sheriff	27.31	28.46	29.67	30.91	32.29	33.81	34.60
05	POA	021	F035	Facility Security Officer	20.47	21.47	22.57	23.69	24.87	26.11	27.44
05	POA	010	L005	Laundry Specialist	15.60	16.40	17.20	18.06	18.94	19.91	20.90
05	POA	021	F004	Motor Carrier Enforce Officer	20.47	21.47	22.57	23.69	24.87	26.11	27.44
05	POA	025	F029	Public Safety Support Spec	22.56	23.69	24.88	26.12	27.43	28.79	30.23
05	POA	016	F030	Records Officer 1	18.09	18.96	19.94	20.93	21.99	23.09	24.26
05	POA	019	F031	Records Officer 2	19.48	20.46	21.46	22.56	23.68	24.86	26.10
05	POA	026	F032	Records Specialist	23.15	24.35	25.53	26.82	28.16	29.56	31.05
05	POA	031	H021	SO Communication Network Coord	25.58	26.89	28.19	29.62	31.08	32.61	34.25
05	POA	031	F027	SO Fleet Services Coordinator	25.58	26.89	28.19	29.62	31.08	32.61	34.25
15	GRP	027	K004	Juvenile Group Worker	21.55	22.75	24.01	25.36	26.81	28.25	29.85
15	GRP	031	K005	Juvenile Group Worker, Sr	23.79	25.09	26.49	28.00	29.57	31.22	32.96