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I, Deborah R. DeLong, County Clerk for Malheur
County, Oregon certify that the instrument identified
herein was recorded in the Clerk records.

Deborah R. DeLong - County Clerk

A handwritten signature in black ink, appearing to be 'Deborah R. DeLong'.

INTEGRATED COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MALHEUR COUNTY SHERIFF'S OFFICE

AND

MALHEUR COUNTY SHERIFF'S ASSOCIATION

EXPIRATION – DECEMBER 31, 2016

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PREAMBLE

This Agreement is entered into by Malheur County, a political subdivision of the State of Oregon, hereinafter referred to as the "County", and the Malheur County Sheriff's Association, hereinafter referred to as the "Association".

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits and other conditions of employment as provided by ORS 243.650 through 243.782 and to integrate those employees accreted into the Association by ERB Case No. UC-03-09. It is understood and agreed that there is a division of responsibility between the County Commissioners and the Sheriff in the administration of employment conditions for Malheur County, as provided by Oregon Revised Statutes and that the County's compliance with the following Articles, or portions thereof, is the responsibility of the Commissioners or Sheriff, in accordance with those statutes.

ARTICLE 1

SCOPE OF AGREEMENT AND RECOGNITION

The County recognizes the Association as the sole and exclusive bargaining agent for all employees of the Malheur County Sheriff's Department in the classifications of Deputy Sheriff (Patrol and Corrections), Corporal, Dispatcher, Parole and Probation Officer (PPO), Work Release Technician, Corrections Assistant, Food Service Manager and Law Enforcement Technician, excluding supervisory, confidential, seasonal (not to exceed 180 days) Marine Deputy and casual employees.

It is understood that any dispute over the inclusion or exclusion in the bargaining unit of any new position shall be resolved in accordance with rules provided by the Employment Relations Board.

ARTICLE 2

MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all charter, statutory and other managerial rights, prerogatives, and functions are retained and vested exclusively in the County, including, by way of

description and not limitation, the rights, in accordance with its sole and exclusive judgment and discretion: to direct and supervise all operations and functions; to manage and direct the work force, including, by way of description and not limitation, the right to determine the methods, processes, locations and manner of performing work; to hire, promote, and retain employees; to determine schedules of work; to purchase, dispose of and assign equipment and supplies; to determine the need for a reduction or an increase in the work force; to establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials and equipment; and to implement new and to revise or discard, wholly or in part, methods, procedures, materials, equipment, facilities and standards. Utilization of any management rights not specifically limited by this agreement shall be at the County's discretion, provided any bargaining obligation arising from ORS 243.650-672 is satisfied. The County's failure to exercise any right, prerogative, or function hereby reserved to it, or the County's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the County's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 3

ASSOCIATION RIGHTS

3.1 Fair Share

The County will deduct the uniformly required Association dues for non-members represented by the Association. Such uniformly required Association dues shall be determined by the Association in accordance with statutory and constitutional requirements. The County shall notify all new employees of this requirement at the time of employment.

It is further agreed that should an employee who is a non-member object to fair share payments required by this section and consequently files legal action against the Association or the County because of such payments, the County will not be obligated to collect such fair share payments from the employee until such time as the legal action is resolved.

Fair Share deductions shall be made in the first full month of the employee's service. An employee shall have Fair Share deducted from his/her check for each month or part month he/she works thereafter. Fair Share shall not be deducted for employees who regularly work less than 20 hours a month.

The aggregate deduction of all Fair Share payments shall be remitted together with an itemized statement to the Association no later than the 10th of the month following the month for which the deductions were made.

3.2 Religious Objection

Bargaining unit members who exercise their right of non-membership only when based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, shall pay an amount of money equivalent to regular monthly Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Association, and such payment shall be remitted to that charity monthly by the employee and this fact certified by the employee to the County and the Association. Failure to make such payments in two or more consecutive months shall result in the employer resuming payroll withholding of Fair Share payments at the request of the Association, including all delinquent payments.

3.3 Dues Deductions

The County will begin deducting Association dues or other deductions for the next pay period and will continue to make the regular deduction until such time as the Association notifies the County in writing that the employee has withdrawn his/her membership. The aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Association no later than the 10th of the month following the month for which the deductions were withheld.

3.4 Notification of Association Coverage

When a person is hired in any classification represented by the Association, the County shall notify him/her that the Association is his/her recognized bargaining representative.

3.5 Hold Harmless

The Association agrees to indemnify, defend and hold the County harmless in its administration of Fair Share and check off provisions of this contract. The County agrees to institute proper adjustment for any deduction errors as soon as practicable.

3.6 Association Business

Members of the bargaining unit serving on the Executive Board, the Collective Bargaining Team, any committee appointed by the Executive Board or acting as

a Labor Relations Representative shall be certified in writing to the County. These representatives will be allowed to perform their duties as a representative of the Association on Department time with prior approval of their individual supervisors. The Association agrees the time spent as an Association Representative will not unduly disrupt the employee's ability to perform their regular job duties.

ARTICLE 4

HOURS OF WORK

4.1 Regular Hours

All employees shall be scheduled to work on a regular shift and each shift shall have a regular starting and quitting time. The County may vary starting and quitting times in abnormal situations for employees whose work is affected by the abnormal situation or for employees assigned to work a relief shift. In the event the County wishes to consider a twelve hour work schedule, the parties will bargain over the terms of this schedule prior to implementation. If a 12-hours schedule is adopted, the FLSA (7) (k) exemption for law enforcement will be adopted. Overtime will be paid on any hours exceeding one hundred seventy-one (171) hours in a twenty-eight (28) work period.

4.2 Workweek

A normal workweek shall consist of 40 hours per week, either 8 hours per day or 10 hours per day based on a 52-week year; except for employees assigned to relief shifts, days off shall be consecutive.

The Sheriff will retain the right to schedule shifts either in a 5/8 or 4/10 format, but will give the Association notice of any changes to give employees an opportunity to discuss such change.

For the accreted classifications set out herein and except for situations beyond the Sheriff's control, the Sheriff shall give affected employees at least five (5) working days notice of a change in shift schedules and/or their starting and quitting times. An employee who is not notified five (5) days in advance she be eligible to receive time and one-half (1 ½) pay for a maximum of one (1) day.

4.3 Rest Periods

A rest period of 15 minutes shall be permitted for all employees during each half shift. The rest period shall be scheduled by the County in accordance with its

determination of the operating requirements applicable to each employee's position.

4.4 Meal Periods

All employees shall be granted a meal period of at least one-half hour during each work shift. The meal periods shall be scheduled by the County and to the extent consistent with operating requirements of the respective divisions of the Sheriff's Office, shall be scheduled in the middle of the work shift. The meal period shall be paid for all classifications except PPOs and Corrections Assistants. PPO's and Corrections Assistants shall have a one (1) hour unpaid lunch scheduled with the mutual agreement of the employee and their supervisor near the middle of their daily work shift.

ARTICLE 5 **HOLIDAYS**

5.1 Holidays

The following shall be recognized as paid holidays:

- New Year's Day on January 1
- Martin Luther King's Birthday on the third Monday in January.
- Presidents' Day on the third Monday in February.
- Memorial Day on the last Monday in May.
- Independence Day on July 4
- Labor Day on the first Monday in September
- Veterans' Day on November 11
- Thanksgiving Day on the fourth Thursday in November

- Friday after Thanksgiving on the fourth Friday in November shall be a paid holiday for PPOs, Corrections Assistants, Work Release Technician and the Food Services Manager

- Christmas Day on December 25

- Any other day so appointed by the County Court

When a holiday (specified above) falls on a Saturday, the preceding Friday shall be recognized as the holiday. When a holiday falls on Sunday, the following Monday shall be recognized as the holiday.

5.2 Holiday Pay

Eligible employees shall receive eight (8) or ten (10) hours of pay, consistent with their assigned workday, for each of the holidays listed above on which they perform no work. If an employee is on an authorized vacation, sick leave or other leave with pay when a holiday occurs, the holiday shall not be charged against such leave. Unless on a bona fide authorized leave with pay, an employee, to be eligible for holiday pay, must work his/her full assigned shifts preceding and following the holiday. Holiday pay shall be prorated for part-time employees.

For PPOs, Corrections Assistants, Work Release Technician, and Food Services Manager, if a recognized holiday coincides with an employee's regularly scheduled day off, that employee she receive an additional day off in lieu of the holiday pay.

5.3 Holiday Work

The parties recognize that some positions must be staffed on each and every holiday, and that employees in those positions cannot be released from duty on those holidays. The description under Section 5.2 shall not apply to employees in these positions and the holiday shall be observed on the actual day specified. Employees required by the County or Sheriff to work on the actual day specified in Section 5.1 of this Article shall receive, in addition to their regular holiday pay, compensation at time and one half their regular rate.

5.4 No Pyramiding

For the purpose of this Article, the County shall not be required to pay twice for the same hours.

ARTICLE 6

VACATIONS

6.1 Vacation Credit

After having served in the County service for six (6) consecutive calendar months, full-time employees shall be credited with 48 hours of vacation leave. Thereafter, vacation shall be credited in accordance with the following schedule:

Years of Full-Time Continuous Service	Hours per Month	Hours per Year
1 thru 5	8	96
6 thru 10	10	120
11 thru 15	12	144
16 and over	16	192

Employees covered by this contract that work less than 40 hours per week shall receive vacation credit on a pro-rated basis. Such pro-ration shall be directly proportional to the percentage of hours worked less than 40 hours per week.

The County will show the employee's accrued vacation time on their monthly paycheck.

6.2 Continuous Service

Continuous service for the purpose of accumulating vacation leave credit shall be service unbroken by separation from employment by the County. Time spent by an employee on a paid leave shall be included as continuous service. Time spent on unpaid authorized leave will not be counted as part of continuous service for vacation accrual purposes, but employees returning from such leave and from layoff status shall be entitled to credit for service prior to the leave or layoff.

6.3 Accumulation of Vacation

The maximum accumulation of vacation leave of any employee is 200 hours. An employee who is about to lose vacation credit because of accrual limitations may, by notifying his/her Sheriff's Office Division Head five (5) days in advance, absent him/herself to prevent loss of this time. Such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay. Failure to take vacation leave, caused by the insistence of the Sheriff or a designee who has supervision of the employee that the employee be at work during a scheduled vacation period, shall not be lost but shall continue to accrue. The excess vacation will be taken by the employee at the earliest practical date. Vacation leave shall not accrue during an absence without pay, or educational leave with pay, the duration of which exceeds fifteen (15) calendar days. Any employee who is granted a leave of absence without pay for a period in excess of sixty (60) calendar days normally shall first be scheduled for any vacation leave that has accrued to his/her credit before he/she is placed on leave without pay.

6.4 Vacation Scheduling

Employees shall be permitted to request vacation leave on either a split or an entire basis. Vacation times shall be scheduled based upon the judgment of each Sheriff's Office Division Head as to the need of efficient operations and the availability of vacation relief. Subject to the foregoing, employees shall have the right to determine vacation times. Vacation times shall be selected on the basis of length of continuous service, but an employee will be permitted to exercise his/her right of seniority only once annually. The County shall have the final determination of vacation times based on operations and the availability of vacation relief.

A day of vacation shall be considered as a normal workday and vacation shall be compensated at the employee's regular straight-time rates as of the time the vacation is taken. At such time as an employee has successfully completed his/her probationary period, he/she shall be eligible to take vacation leave for the time he/she has accrued, upon approval of his/her supervisor.

6.5 Termination or Death

Upon termination of a full-time or part-time employee who has completed at least one year of employment, compensation for all accumulated vacation shall be paid to the employee. Upon death of a full-time or part-time employee, compensation for all accumulated vacation shall be paid to his/her heirs.

6.6 Transfers

In the event an employee transfers departments within the County, the accumulated vacation time shall be transferable.

6.7 Buy Back

Employees in all current classifications in the bargaining unit will be eligible, once annually, to cash out up to forty (40) hours of unused vacation that has been accumulated. Each employee must submit a Vacation Buy Back Request form to the Administrative Office indicating the number of hours he/she wants the County to cash out no later than October 10th and shall receive the cash out in the October pay period.

6.8 Section 6.7 above does not apply to the classification of PPO, Work Release Technician, Corrections Assistant and Food Services Manager.

6.9 Donation of Vacation Leave

In the event an employee exhausts all their vacation and sick leave as a result of a long-term illness or injury, fellow employee in the Sheriff's Office may donate up to forty (40) hours of their own accrued vacation hours. Such donations must be approved by the County Court.

ARTICLE 7 **SICK LEAVE**

7.1 Accumulation

Sick leave shall be earned by each regular full-time employee in the classified service at the rate of one workday for each full calendar month of active employment. Sick leave is provided by the County to "cover sickness," and is not to be used as a supplement for vacation. Sick leave accrual shall be unlimited. Employees covered by this agreement working less than forty (40) hours a week shall accrue sick leave on a pro-rated basis. Such pro-ration shall be in direct proportion to the percentage of hours less than forty (40) hours in a week.

7.2 Utilization of Sick Leave

Employees may utilize their allowance of sick leave when unable to perform their work duties by reason of:

- (a) Illness;
- (b) Injury;
- (c) Necessary medical or dental care;
- (d) Quarantine - Exposure to contagious disease which will endanger the health of those with whom he/she continues to work or the health of those with whom he/she associates;
- (e) Serious illness or death in the employee or employee spouse's immediate families. The immediate families shall be defined as any grandparent, mother, father, mother-in-law, father-in-law, sister, brother, children, spouse, or other relative residing in employee's immediate household.

7.3 Notify Supervisor

In the event an employee suffers from "sickness" and is unable to perform his/her duties, he/she shall notify his/her supervisor of his/her expected absence

and the nature and expected length thereof prior to the start of his/her regular work shift.

7.4 Integration with Workers' Compensation

Salary paid for a period of sick leave also covered by Workers' Compensation shall be equal to the difference between the Workers' Compensation payment and the employee's net salary (gross salary less State and Federal deductions). In such instances, prorated charges will be made against sick leave. The day of injury shall be considered a work day and the employee shall be paid his/her normal salary for that day. This Article shall in no way limit the rights of any employee against any person, government or governmental agency.

7.5 Sick Leave without Pay

Upon application by the employee, sick leave without pay may be granted by the County for the remaining period of disability after accrued sick leave has been exhausted. The County may require that the employee submit a certificate from a physician periodically during the period of such disability. Unless approved by the County, an employee shall not accept employment outside the service of the County while on sick leave, whether paid or unpaid.

7.6 Absence from Service and Transfers

Sick leave is provided by the County in the nature of insurance against loss of income due to illness. No compensation for accrued sick leave shall be allowed for any employee when he/she is separated from County service. Sick leave shall not accrue during any period of leave of absence without pay. When an employee is transferred to another department, credit shall be assumed by the new Department Head.

7.7 Termination

Upon separation from employment by an employee qualifying under the retirement program, all accumulated sick leave hours shall be reported by the County to the Public Employees Retirement System for the purpose of computing an employee's retirement. (See ORS 237.153).

7.8 Sick Leave Verification

The County may, at its discretion, require verification of the usage of sick leave of more than two (2) days, or where an established pattern of sick leave usage suggests potential abuse, by requiring the employee to submit a physician's

statement justifying his/her use of sick leave before payment of the sick leave is approved. Abuse of sick leave shall subject the employee to disciplinary action.

ARTICLE 8

OTHER LEAVES OF ABSENCE

8.1 Criteria and Procedure

Leaves of absence without pay not to exceed 90 calendar days may be granted. Normally, such leave will not be approved for an employee for the purpose of accepting employment outside the service of the County. Such leaves may be renewed or extended upon request and at the discretion of the County.

8.2 Jury Duty

Employees shall be granted leave for service upon a jury. The compensation paid to such an employee for the period of such absence shall be reduced by the amount of money received by him/her for such jury service. Upon being excused from jury service before the end of their normal shifts, employees shall immediately contact the Sheriff's Office Division Head or other supervisor for assignment for the remainder of their regular workday.

8.3 Personal Leave Day

Based on a full year of continuous service in the previous calendar year, non-probationary full-time employees shall be granted three (3) personal leave days with pay during each calendar year of this Agreement. Personal leave days must be taken on or before December 31, with the concurrence of the appropriate Sheriff's Office Division Head or elected official. Employees must utilize or schedule their personal leave days by November 30.

Initial probationary employees shall begin accruing personal leave on the first month after that employee's probation period and will only receive that proportionate amount on the beginning of the calendar year they are off of probation, i.e., if an employee comes off of probation on July 1, the employee would be granted one and a half (1 ½) days of personal leave on January 1.

Since PPOs, Corrections Assistants, Work Release Technicians and the Food Services Manager receive the Friday after Thanksgiving as a paid holiday; employees in these classifications shall be granted only two (2) personal days with pay during each calendar year of the Agreement.

8.4 Election Day

Employees shall be granted time to vote on any election day, if due to scheduling of work they would not otherwise be able to vote.

8.5 Military Leave

Military leave shall be allowed pursuant to the terms of Oregon Revised Statutes (see ORS 408.290 and 408.240).

8.6 Family Medical Leave/Parental Leave

Employees shall be granted family medical leave and/or parental leave in accordance with state and federal law.

ARTICLE 9

COMPENSATION

9.1 Salary and Wage Schedule

All employees covered by this Agreement shall be paid according to the salary schedule attached hereto (Exhibit A), and made a part of this Agreement.

Effective July 1, 2013, employees shall receive a wage increase equivalent to the National CPI-U, January-January, of the previous year within the range of 2% to 4%.

Effective July 1, 2014, employees shall receive a wage increase equivalent to the National CPI-U, January-January, of the previous year within the range of 2% to 4%.

Effective July 1, 2015, employees shall receive a wage increase equivalent to the National CPI-U, January-January, of the previous year within the range of 1% to 3%.

Effective July 1, 2016, employees shall receive a wage increase equivalent to the National CPI-U, January-January, of the previous year within the range of 1% to 3%.

9.2 Incentive Pay

In addition to the salaries set forth in the salary schedule, each employee (including dispatchers and PPOs) who holds Intermediate DPSST certificates shall receive an additional \$50.00 on his/her monthly salary, and each employee who holds an Advanced DPSST certificate shall receive a second \$50.00 (\$100 total) on his/her monthly salary.

9.3 Salary Schedule Movement

All employees referred to in Section 9.1 shall automatically receive increases as shown in the attached salary schedule unless the supervisor can show just cause for denial of the steps. Employees shall receive timely notice of deficient performance. Such notice shall provide the employee with adequate opportunity to correct the problem prior to his/her salary increase. Said notice shall be issued at least 90 calendar days prior to his/her anniversary date.

9.4 Anniversary Date System

Advancement on the salary schedule shall occur on the employee's anniversary date as established by the County and in conformance with Section 9.3 above.

9.5 Per Diem

All County personnel while within the scope of employment shall be reimbursed for meals and lodging as follows:

Meals:	Breakfast	\$ 7.00
	Lunch	\$10.00
	Dinner	\$18.00
	Lodging:	\$60.00*

*Any additional cost above the \$60.00 limit may be appealed to the County for reimbursement and is subject to the County's approval.

9.6 Mileage

All bargaining unit members shall be reimbursed mileage at the current IRS rate per mile any time they are required to use their own vehicle to travel other than to their normal place of work.

9.7 Jordan Valley Supplement

All deputies assigned for more than one consecutive month to Jordan Valley shall receive a supplement of \$150 per month for assistance in meeting living expenses incurred as a result of that duty.

9.8 Longevity Pay

Employees will receive an additional pay for continuous service as follows:

After completion of ten (10) years continuous service - five percent (5%) base pay per month.

After completion of 15 years continuous service - additional five percent (5%) base pay per month.

In the event an employee transfers between divisions within the Sheriff's Office, the original hire date shall be considered the anniversary date for purposes of calculating longevity pays.

9.9 Anniversary Bonus

Sections 9.8 above will not apply to employees in the classifications of PPO, Corrections Assistant, Work Release Technician and Food Services Manager; instead, these listed employees shall be paid an anniversary bonus as follows:

When an employee reaches twenty (20) years of continuous service with the County, he/she will receive a one-time bonus of \$500 on the first of the month following their corresponding anniversary date.

When an employee reaches twenty-five (25) years of continuous services with the County, he/she will receive a one-time bonus of \$1,000 on the first of the month following their corresponding anniversary date.

Each of the above bonuses will be considered taxable income and be subject to regular withholding.

ARTICLE 10

OVERTIME

10.1 Form of Compensation

Overtime shall be paid for all assigned hours over 40 in any workweek. The workweek will begin at 0001 on Sunday and end at 2400 on Saturday. Overtime compensation will be received through the allowance of compensatory time off at the rate of time and one-half or shall be paid at the discretion of the Sheriff. Where conditions of employment prevent the taking of compensatory time off, cash compensation at the rate of time and one-half shall be provided. In any event, compensatory time off or cash compensation for overtime work must be provided within twelve (12) months of the date such overtime arose for this particular contract. In the event that employee log sheets are maintained by any

division of the Sheriff's Office, such log sheets shall match the monthly time sheets turned in to the Malheur County Administrative Officer. Paid leaves, such as sick, vacation and personal leave, shall count as hours worked for calculating overtime.

10.2 Callback

For recall or callback on an employee's regularly scheduled workday outside of his/her regular shift hours, the employee shall receive not less than two (2) hours overtime at one and one-half (1 ½) times his/her regular rate. For employees in the classification of PPO, Corrections Assistant, Work Release Technician and Food Services Manager recall or callback on an employee's regularly scheduled workday outside of his/her regular shift hours, shall result in these employees receiving not less than one (1) hour overtime at one and on-half (1 ½) time his/her regular rate.

For recall or callback on a day an employee is not regularly scheduled to work, the employee shall receive not less than four (4) hours overtime at one and one-half (1 ½) times his/her regular rate.

For purposes of this Article, recall/callback shall mean:

Called in by Sheriff's Office Division Head or competent authority for performance of duties within the scope of employment including, but not limited to, parades, court or administrative agency appearances required by virtue of previous performance of duties within the scope of that person's employment. For computing hours worked, an emergency callback or recall begins from initial notice to respond to duty, when required to report immediate duty.

10.3 No Pyramiding

For the purpose of this Article, the County shall not be required to pay twice for the same hours.

10.4 Suspension of Operations

Employees in the following classifications, PPO, Corrections Assistant, Work Release Technician, and Food Services Manager are considered non-essential personnel and therefore, in the event that an employee in one of these listed classifications is unable to reach work due to an act of god or inclement weather, that employee shall have the option of using accumulated compensatory time, vacation time or unpaid leave for the missed time.

ARTICLE 11

HEALTH AND WELFARE

The County will provide and maintain CCIS Benefits Plan I-B PPP Rx2 Medical and Dental Plan II with Orthodontia and the \$20,000 life insurance through December 31, 2013. Effective January 1, 2014, the County will provide and maintain CCIS Benefits Copay Plan A Medical, and Dental ODS Plan II with Orthodontia, Hearing Exam and Hearing Aid Rider and the \$20,000 life insurance for the life of this agreement. The County's obligation for premium payments on the above plans shall be limited to 85% of the premium expense with the exception of the life insurance (100% premium expense paid by County) and hearing exam and hearing aid rider (100% premium expense paid by employee). The premium expenses paid by the employee will be automatically deducted from the employee's paycheck. The County's obligation for premium payments on the above plans for employees working at least one-half (1/2) time per week will be prorated as follows:

For full time employees, the County's obligation will be limited to 85%

For employees working 4/5 time per week, the County's obligation will be limited to 68%.

For employees working 3/5 time per week, the County's obligation will be limited to 51%.

For employees working 1/2 time per week, the County's obligation will be limited to 43%.

In the event the County opts to change plans, they will notify the Union no later than May 1 of any contract year. This notice will include the establishment of a Labor/Management Committee to confer regarding plan selection. The County will retain the right to make changes to the plan, but will consider preferences raised in committee meetings. The County will make every effort to try to secure a plan that has the current level of service or higher.

ARTICLE 12

PRE-DISCIPLINARY INTERVIEW/INVESTIGATIONS

In the event an employee is interviewed concerning an action which would likely result in disciplinary action other than an oral warning, the following process shall be followed:

- a) Seventy-two (72) hours prior to the interview, the employee under investigation will receive written notice of the complaint, including a summary of the relevant facts/allegation and any policy considerations which may be apparent at the time of the allegation. The employee will

be notified of the right to consult with an Association representative prior to the interview and may have a representative present at the interview.

- b) Interviews shall, to the extent practical, take place at County facilities. The employer shall make a reasonable good faith effort to conduct these interviews during the employee's regular working hours, or the employee will be paid overtime. Interviews will generally be limited in scope to the circumstances presented upon initial notice of potential misconduct, unless the employee brings forward new issues. If new allegations or acts of misconduct of a different nature arise between the initial notice and interview, the employer must provide additional notice.
- c) Either party may tape the interview which will be made available to either party upon request.
- d) In any administrative investigation, the employee shall be required to answer any questions reasonably related to the subject matter under investigation. The employee may be disciplined, up to and including termination, for refusing to answer such questions. The employee will be given written notice of this requirement explaining the *Garrity* warning.
- e) In situations involving the use of deadly force, the involved employee shall have the right to consult with an Association representative or attorney prior to being required to give a statement regarding the administrative investigation and shall be given written Garrity warnings prior to any statement taken. Employees involved in the use of deadly force shall be provided some administrative leave and the opportunity to meet with a psychologist, at the County's expense, for the purpose of debriefing. The county and Association will mutually agree to a psychologist for this purpose. In any event, these meetings shall be covered by the psychotherapist/patient privilege and information disclosed in these meetings shall not be attainable or usable by the County for any purpose, except as required by law.

ARTICLE 13

IMPOSITION OF DISCIPLINE AND DISCHARGE

13.1 Definition

No regular employee shall be disciplined or discharged except for just cause. Oral warnings are not considered to be discipline and may not be protested through the grievance procedure. Forms of discipline include, but are not limited to: letter of reprimand, suspension, transfers as a result of misconduct, reduction in salary, demotion and termination.

13.2 Just Cause Standards

For the purpose of this agreement, just cause shall be determined in accordance with the following guidelines:

- a) The employee shall have some warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.
- b) If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate.
- c) The County must conduct a reasonable investigation.
- d) It must be determined, by a preponderance of evidence, that the employee guilty of the alleged misconduct or act.
- e) The discipline must be appropriate based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operation.
- f) The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

13.3 Probationary Employee

This Article shall not apply to any employee on probation as defined in this agreement.

13.4 Due Process Prior to Imposition of Discipline

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

- a) The employee and Association representative shall be notified of the charges or allegations that may be subject him/her to discipline, including the relevant facts of the event and policy or other violations.
- b) The employee shall be notified of the disciplinary sanctions being considered.
- c) The employee or representative will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing. The employee or representative may present additional evidence or mitigating circumstances to the employer. In the event of a termination consideration, the employer will provide sufficient discovery within reasonable period prior to the informal hearing regarding the findings of the investigation including witness statements or evidence used to support the findings. The employee or representative may present additional evidence or mitigating circumstances to the employer. The employer agrees not to make final judgment on the discipline imposed until after such meeting.
- d) At the request, the employee will be entitled to Association representation at the informal hearing.

13.5 Imposition of Discipline

If a supervisor has just cause to discipline an employee, s/he shall make reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the public. Employees receiving discipline shall be given official written notice of discipline including a summary of the facts, the policy violations or misconduct determined and an explanation of the discipline imposed. The same notice will be provided to the Association representative.

Upon request, the employee or Association representative shall be give a copy of all materials, reports, witness statements and evidence used to support the disciplinary findings and sanctions, for purposes of Association review for possible grievance.

ARTICLE 14

SETTLEMENT OF DISPUTES

14.1 Resolution Process

Step 1 - Any dispute which may arise between the parties over the application, meaning or interpretation of this agreement shall first be brought to the attention of the employee's immediate supervisor. The employee and the supervisor, within fifteen (15) days of the employee's knowledge of the problem, shall informally discuss the problem and attempt to resolve it. If no resolution can be achieved, the employee or the Association shall proceed as follows:

Step 2 - If an employee is unable to resolve a dispute with an informal discussion with his/her supervisor and seeks further resolution, the employee/Association, within ten (10) days of the supervisor's response, shall file an official grievance with the Sheriff or Undersheriff. Such grievance shall be filed, in writing, with the Sheriff or Undersheriff.

The written grievance shall be submitted with the following included:

- a) The date and explanation of the informal attempt to resolve the problem with the employee's immediate supervisor and the date of the supervisor's expressed inability to resolve the dispute;
- b) A statement of the grievance and the relevant facts;
- c) Applicable portions of the contract violated; and
- d) Remedy sought.

(Note: The Association agrees to complete the grievance form to the best of their ability based on its requirements. Although full information is necessary for the County to properly assess a grievance, it is agreed that failure to provide all the necessary information will not nullify the grievance.)

Step 3 - If an employee is unable to resolve a dispute with an informal discussion with the Sheriff or Undersheriff and seeks further resolution, the employee/Association, with ten (10) days of the supervisor's response, shall file an official grievance with the County. Such grievance shall be filed, in writing, with the County, addressed to the County Judge.

The County Judge or designee will consider the written grievance and shall meet with the employee and a representative of the Association within fifteen (15) days, or as mutually agreed, of its submission in writing. Within ten (10) days of its meeting with the employee, the County Judge or designee shall render a

written decision and provide the same to the employee and the Association representative.

Step 4 - If the above process fails to resolve the grievance and the employee/Association decides to carry it further, they shall, within ten (10) days of the County's written decision, notify the County they are proceeding to arbitration and shall simultaneously request a list of seven (7) arbitrators from the Oregon Employment Relations Board.

Within fifteen (15) days of the receipt of the list of arbitrators, the parties will select a neutral arbitrator from the list by alternately striking the names. The employee/Association shall strike the first name. This process shall not preclude the parties from mutually agreeing to an arbitrator.

14.2 Arbitration

The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, add to or subtract from the terms of this Agreement. The arbitrator's decision shall be within the scope and terms of the Agreement and in writing. It is expressly agreed that the arbitrator shall have no power to substitute his/her judgment for that of the employer unless he/she finds no other reasonable employer would have taken the same action under similar circumstances.

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

14.3 Arbitration Costs

The County and the Association shall equally divide the cost of any hearing room and the arbitrator's fees.

14.4 Time Limits

Any and all time limits specified in this Article may be waived by mutual consent, in writing, of the parties. Failure by the employee/Association to submit the grievance in accordance with the above time limits without such waiver shall constitute abandonment of the right to arbitrate the grievance and the last step before arbitration shall be final and binding. Failure by the County to submit a reply within the specified time will constitute a denial of the grievance at that step.

14.5 Processing Time

Authorized representatives of the bargaining unit may meet with management representatives to process grievances at reasonable times during regular business hours without loss of pay or benefits.

Names of employees selected by the Association to act as its representatives who are authorized to speak for the Association shall be certified in writing to the County.

ARTICLE 15

SENIORITY AND PROBATIONARY PERIOD

15.1 Definition

Seniority shall be defined as an employee's total length of unbroken service with the Sheriff's department from his/her last date of hire. Employees in classifications accreted into the Association as of August 24, 2009, shall have all of their prior service time with Community Corrections and/or Parole and Probation counted, from their last date of hire, as being part of the Sheriff's Office took over Community Corrections and Parole and Probation.

15.2 Probationary Employees

Employees who are not certified and are hired into certified positions, shall service an initial probationary period of eighteen (18) months from the date of hire. Employees who are certified and are hired into certified positions and employees hired into non-certified positions, shall service an initial probationary period of twelve (12) continuous months. Employees shall not receive credit toward completion of the probationary period for days on which they are absent or laid off. Probationary employees may be laid off or terminated with or without cause and such action shall not be subject to the grievance procedure.

15.3 Reclassification Probation

Whenever an employee is reclassified to another position he/she shall be placed on job probation. This is a distinct and different form of probation than that described above. Both forms of probation may be in effect at the same time.

A reclassified employee shall be on job probation for a period of thirty (30) days from the date of reclassification. The employee may be removed from the reclassified position with or without cause and such action shall not be subject to the grievance procedure. In the event of removal the employee shall assume his previous classification, salary step and anniversary date.

15.4 Promotion Probation

Any current employee that is promoted or advanced to the position of Corrections Officer or Deputy will serve a probationary period of one (1) year. In the event the employee does not successfully complete his/her probationary period they will be allowed to return to their previous position with no loss of seniority and will be returned to their previous pay step.

15.5 Loss of Seniority

A loss of seniority occurs under the following:

- a) If the employee quits;
- b) If the employee is discharged;
- c) If the employee retires;
- d) If the employee is laid off because of a reduction in force or lack of work for a period in excess of one (1) year;
- e) Unless a reason satisfactory to the Sheriff's Office is given, failure to respond within five working days after receipt of a notice of recall from a layoff. Such notice shall be sent by certified mail, return receipt requested, and marked "deliver to addressee only" to the employee's last known address on file with the County;
- f) Unless a reason satisfactory to the Sheriff's Office is given, failure to respond within five working days after receipt of a notice of recall from a layoff. Such notice shall be sent by certified mail, return receipt requested, and marked "deliver to addressee only" to the employee's last known address on file with the County;
- g) Application of seniority for military leaves will be applied per statute.

15.6 Layoff and Recall

For purposes of the Agreement, layoff shall be defined as a non-disciplinary separation from service for involuntary reasons other than resignation, not reflecting discredit on an employee.

Employees will be laid off by classification and by classification seniority. The least senior employee(s) will be laid off in inverse order of seniority. Except in

unusual circumstances, employees shall be given at least two (2) weeks' notice of layoff.

Classification Seniority shall mean the length of an employee's continuous service within a classification.

Employees shall be recalled from layoff in the reverse order of the layoff. Employees who have been laid off will be given first consideration in filling new vacancies for which they qualify. No employee shall lose his/her recall position because of his/her choice not to accept a position other than his/her original position.

Bumping Rights. An employee displaced from his/her job by reason of a layoff shall be entitled to bump the least senior remaining employees in a lower and previously held classification based on seniority in that classification, provided that the employee is fully qualified to perform all the duties of the former classification.

Seniority List and Recall Rights. Employees shall be called back from layoff according to Classification Seniority in the classification form which they were laid off for twelve (12) months following the date of layoff, after which recall rights shall end. No new employee shall be hired in any classification until all employees who have been laid off from that classification for less than one (1) year have had an opportunity to return to work.

Employee Responsibility. Employees shall keep the County informed of their current addresses. Any employee who has been laid off and who fails to report to work within fourteen (14) days after a certified letter is sent to his/her last known address, directing him/her to report to work shall be considered a voluntary quite. The County shall have fulfilled its obligation hereunder when it has sent notification to report to work at the last address given to it by the employee.

ARTICLE 16

GENERAL PROVISIONS

16.1 Existing Conditions

The Contract shall have precedence, where in conflict, over any previous policy.

16.2 Rules

The parties jointly recognize that the elected officials of the County are directly responsible to the citizens of the County and the public generally for performance of the functions and services performed by the County. These responsibilities cannot be delegated. For this reason, it is jointly recognized that the County must retain broad authority to fulfill and implement its responsibilities and may do so by work rules, oral or written, existing or future. It is agreed, however, that the requirements of Oregon law will always be paramount. All work rules which have been or shall be reduced to writing will be furnished to the Association and to affected employees at or prior to the effective date. The Association will be given fifteen (15) days prior notice of any work rule changes that may trigger bargaining under the collective bargaining agreement or under PECBA. The Association can file a demand to bargain with fifteen (15) days of notice of the rule change. Absent the Association's demand to bargain, the right to bargain is waived.

16.3 Replacement of Personal Property

The County will reimburse employees for the personal items damaged or destroyed in the line of duty. All such incidents shall be reported within ten (10) days of their occurrence in order to receive the reimbursement described herein.

Such reimbursement shall not exceed \$150.00 per incident. If the property loss is denied, the employee may appeal to the Court. This section does not apply to equipment normally provided by the Sheriff.

16.4 Uniform Cleaning

The County will provide a laundering service for uniforms.

16.5 Physician Statement

If the County has reasonable cause for concern, they may require a physician's certification of an employee's ability to perform their job.

16.6 Training

The Sheriff agrees to post training information and opportunities.

16.7 Equipment

The County agrees to provide the following required equipment when required to perform the assigned functions of the classification:

Patrol: Service weapon, belt, holster, magazine pouch, pepper spray and case, hat, portable FM radio, flashlight, miniature recorder, uniforms, and Kevlar vests. Officer may carry own weapon if approved.

Corrections: Uniforms and duty belt. If assigned to transport, office will have access to a provided service weapon and Kevlar est. Office may carry own weapon in approved.

This will be effective on the agreement and will not be retroactive with regard to providing weapons to persons employed prior to the effective date of the agreement.

Dispatch and Work Release Technicians: Uniforms.

The Sheriff will make a good faith effort to establish a reasonable rotation schedule for replacement vests.

The County shall make the following safety equipment available for check-out when an employee is required to use a County vehicle: a) Blanket; b) First Aid Kit; c) Flares; and d) Flashlight.

16.8 Subcontracting

The parties to this Agreement understand and agree that the County retains the right to contract or subcontract any work that has been previously or regularly performed by employees covered by this Agreement. Prior to any final decision to contract or subcontract such work, however, the County agrees to afford an opportunity for the Association to discuss the effects of subcontracting on Association members and the Association may suggest alternatives for consideration by the County. Notwithstanding the above, the decision to contract or subcontract work performed for the County is vested exclusively in the provisions of the Agreement or the collective bargaining laws of Oregon. This provision shall not affect employee rights otherwise specifically granted by the terms of this Agreement.

16.9 Nondiscrimination

All references to employees in this Agreement designate both sexes, and wherever the one gender is used, it shall be construed to include male and female employees. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, sexual orientation, national origin or political affiliation.

If a dispute arises as a result of the Section, it shall be processed through the grievance procedure to the management team. If no resolution is reached at this level, the employee and/or the Association may refer the dispute to the appropriate State or Federal agency for adjudication as such dispute will not be subject to the arbitration procedure contained herein.

ARTICLE 17

WORK OUT OF CLASSIFICATION

An employee who is directed to work in a classification with a higher rate of pay than his/her own regular classification for more than one shift in a consecutive work week, shall be compensated while assigned after the first day, at the starting pay of that classification, or at a rate of pay of five percent (5%) more than his/her present wages, whichever is greater.

ARTICLE 18

RECLASSIFICATION

18.1 Upward

Whenever an employee is reclassified or promoted to a position on a higher range (upward) he/she shall advance to the next highest salary on the new range.

18.2 Downward

Whenever an employee is reclassified or demoted to a position on a lower range (downward) he/she shall remain in the same salary step, but on the lower range, i.e., Step 5 to Step 5.

18.3 Anniversary Date

Except for a probationary employee, a reclassified or promoted employee shall have the date of his/her classification as his/her new anniversary date. A reclassified probationary employee shall continue to have the date he/she receives his/her raise to Step 2 as his/her anniversary date.

ARTICLE 19

SAVINGS CLAUSE AND FUNDING

19.1 Savings Clause

Should any provision of this Agreement be found by a court of competent jurisdiction to be in violation of any federal, state or city law, the remainder of the provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. 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

In the event the County cannot live up to the economic provisions of this Agreement, or in the event of layoffs due to budgetary constraints, the economic provisions will be reopened for negotiation.

The parties recognize that revenue needed to fund wages and benefits provided by the Agreement must be approved annually by established budget procedure and in certain circumstances by vote of the citizens of the County.

ARTICLE 20

PERSONNEL RECORDS

20.1 Employee Notification

No material of any kind which may be construed as derogatory shall be placed in the employee's personnel file unless he/she has been allowed to read such material and initial it or has been given a copy of it. Employees will be required to sign all disciplinary matters placed in their personnel file with the following disclaimer: *Signature indicates receipt of this document and does not necessarily indicate agreement with its contents.* Employees shall be allowed to place a rebuttal or mitigating circumstances to any matter placed in their personnel file.

20.2 File Access

Any employee, upon their request, shall have access to their own personnel file, medical file and any other files maintained on the individual by management, including "working files." This does not include files kept on an employee for the purposes of an Internal Investigation. No material in the personnel file shall be altered, removed or in any other way be changed by an employee who is reviewing the files. An Association representative shall be present during the review if the employee so requests.

Access to a staff member's personnel file shall be limited to only the individual employee involved and/or their designated representative, such supervisors and administrators of the County who are assigned to review or place materials therein, and such clerical personnel whose duty it is to maintain personnel files, provided such access does not conflict with the provisions of ORS 192.500.

20.3 File Purge

At the request of the employee, letters of caution, consultation, warning, admonishment and reprimand shall be removed and destroyed three (3) years after they have been placed in the employee's personnel file so long as no other letters of a similar nature and/or related incident have been placed in the file.

ARTICLE 21

DURATION AND TERMINATION

This integrated agreement shall be effective specified herein, and shall remain in full force and effect through December 31, 2016 or until a successor agreement is reached.

The agreement shall renew automatically from year to year after its expiration unless either party provides notice of its intent to negotiate by June 1st of the expiring year.

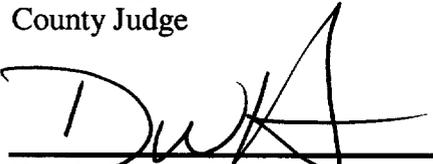
EXECUTION OF AGREEMENT

This agreement is executed on this the 28th day of August, 2013 by:

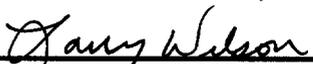
Malheur County:



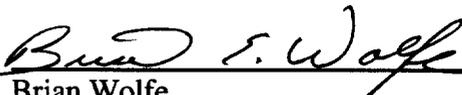
Dan P. Joyce
County Judge



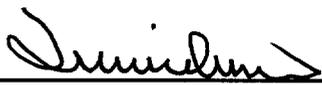
Don Hodge
County Commissioner



Larry Wilson
County Commissioner



Brian Wolfe
Sheriff



Jim Widmer
Association President

EXHIBIT A

Effective 7/01/13

		0	1	2	3	4	5	10 yrs	15 yrs
CLASSIFICATION:									
Deputy	50	3268	3464	3637	3819	4010	4211	4421	4642
Corrections Officer	51	2968	3146	3304	3469	3642	3824	4016	4216
Dispatcher	52	2760	2926	3072	3226	3387	3556	3734	3921
Law Enforcement Tech	53	2454	2601	2731	2868	3011	3162	3320	3486

		0	1	2	3	4	5	6	7	8	9
Corrections Assistant											
Work Crew Technician											
Food Services Manager	6	2397	2541	2668	2735	2803	2873	2945	3019	3095	3172
Probation Officer	12	3213	3406	3576	3665	3757	3851	3947	4046	4147	4251