

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MARION COUNTY LAW ENFORCEMENT ASSOCIATION

AND THE

BOARD OF COMMISSIONERS

AND THE

MARION COUNTY SHERIFF

EFFECTIVE THROUGH JUNE 30, 2022

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COLLECTIVE BARGAINING AGREEMENT

This agreement is entered into by the Board of Commissioners for Marion County, Oregon, hereinafter referred to as the “Board,” the Marion County Sheriff, hereinafter referred to as the “Sheriff,” and the Marion County Law Enforcement Association, hereinafter referred to as the “Association.” As used in this agreement, the term “Employer” shall mean both the Board of Commissioners and the Sheriff.

The purpose of this agreement is to set forth those agreed to matters pertaining to rates of pay, hours of work, fringe benefits and other conditions of employment and the establishment of an equitable and peaceful procedure for the resolution of disputes.

It is understood and agreed that there is a division of responsibility between the Board and the Sheriff in the administration of employment conditions for Marion County as provided by Oregon Revised Statutes, and that complying with the following articles, or portions thereof, is the responsibility of the Board or Sheriff in accordance with those statutes.

The parties agree as follows:

ARTICLE 1 – RECOGNITION

The Employer recognizes the Association as the exclusive bargaining agent for all employees of the Marion County Sheriff's Office, except 1) non-sworn personnel in code enforcement, community relations, and business administration; 2) employees in the parole and probation division, and 3) those employees who are supervisory or confidential and properly excluded by ruling of the Employment Relations Board of the State of Oregon. The term “employee” means any person employed one-half (½) time or more of the regular work schedule in a regular position and does not include members of the Sheriff's reserves or temporary employees.

ARTICLE 2 – MANAGEMENT’S RIGHTS

It is recognized that an area of responsibility and authority must be reserved to the Board and the Sheriff if county government is to serve the public effectively. Except to the extent expressly abridged by a specific provision of this agreement, it is recognized that the responsibilities and authority of management are exclusively functions to be exercised by the Board and Sheriff and are not subject to negotiation. By way of illustration and not of limitation, the following are listed in such management functions:

- A. The determination of the governmental services to be rendered to citizens of Marion County.

- B. The determination of the county's financial, budgetary, accounting, and organization policies and procedures.
- C. The right to establish and administer separate personnel and employment benefit rules and policies for non-bargaining unit personnel. The continuous overseeing of personnel policies, procedures and programs promulgated under any other term of this agreement.
- D. The management and direction of the work force including the right to determine the methods, processes and manner of performing work; the establishment of new positions and the determination of the duties and qualifications to be assigned or required; the right to hire, promote, demote, reassign and retain employees; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the office or divisions; the right to determine shifts, assignments, and schedules of work; the right to purchase, dispose and assign equipment or supplies; the right to set standards for appearance, uniforms and equipment; the right to formulate, change or modify office rules, regulations and procedures; the right to take all necessary action to carry out its mission on emergency.

This article shall not preclude the Association and the Board and Sheriff from either 1) meeting during the period of the contract at the request of either party to discuss procedures for avoiding grievances and other problems and for generally improving relations between the parties; or 2) negotiating during the open negotiation period before termination as provided in Article 43, Life of Agreement and Termination.

ARTICLE 3 – OFFICE RULES, POLICIES, AND PROCEDURES

Section 1. Prior to planned adoption, the Sheriff shall provide to the Association a copy of any new or proposed modification to an existing rule, policy, and/or procedural statement, which directly relates to employment relations matters for the purpose of soliciting written comments.

Section 2. The Sheriff also agrees the Association shall have the opportunity to request a meeting in lieu of submitting written testimony for the purpose of providing comment or seeking clarification of the intent of the proposed new or modified rule, policy, and/or procedural statement.

Section 3. The opportunity to exercise the options listed in sections 1 and 2 in this article must be accomplished within twenty (20) calendar days.

Section 4. Should the Association respond within the time limits specified above and request bargaining over the new or proposed modification of a rule or policy, the parties will meet as soon as possible to do

so. Neither this article nor any other provision of this agreement shall in any way constitute a waiver of the Association's right pursuant to ORS Chapter 243 to bargain on new rules, policies, and procedures and/or changes in current rules, policies, and procedures, which are mandatory subjects of negotiations.

ARTICLE 4 – CHECK OFF

Section 1. Applications for Association membership shall first come to the Association. The Association will submit membership applications to the Employer. For all membership applications submitted by the Association to the Employer on or before the tenth (10th) of the month, dues deductions shall be made for the month in which the application is submitted.

Section 2. Dues will continue to be deducted until the employee rescinds the request in writing. Copies of all such requests for membership cancellation shall be transmitted to the Association.

Section 3. The aggregate deductions of all employees together with an itemized statement shall be remitted to the Association no later than the tenth (10th) of the month following the month for which the deductions were made. The itemized listing of Association members shall reflect employee terminations, retirements, cancellations, leave without pay, return from leave without pay, new members, pay changes, name changes, or any other personnel action, which would affect the amount of dues withheld.

Section 4. The Employer agrees to automatically adjust the dues amount for employees whose salaries increase or decrease during the term of this agreement.

ARTICLE 5 – HOURS OF WORK

Section 1. Regular Hours. The hours of work for each day shall be consecutive, except for interruptions for lunch and rest periods unless otherwise agreed to by the Sheriff and the employee.

Regular Workweek. Except as provided in Section 7 of this article, each regular workweek shall consist of not more than five (5) consecutive days with two (2) consecutive days off.

Section 2. Hours of Work. Except for emergencies and as provided elsewhere in this article, the Sheriff shall announce changes in workweeks on or before October 1 of each year, to be effective the following January, and reserves the option of establishing any of the following workweeks:

- an eight (8) hour, five (5) day workweek
- a ten (10) hour, four (4) day workweek
- a twelve (12) hour, three (3) day workweek

- a twelve (12) hour, four (4) day workweek
- a combination of twelve (12) hour, three (3) day workweeks and twelve (12) hour, four (4) day workweeks in a 14-day work period of eighty-four (84) hours or a 28-day work period of 168 hours
- an eight and one-half (8½) hour, five (5) day workweek
- a nine (9) hour, five (5) day workweek
- one week of four (4) nine (9) hour days, followed by one eight (8) hour day, with two (2) days off, and then for the second week, four (4) nine (9) hour days followed by three (3) days off.

Section 3. Workday. The workday shall consist of a twenty-four (24) consecutive hour period in which the employee shall work one (1) regular work shift. All employees shall be scheduled to work on a regular work shift. Emergency shall be defined as any unforeseeable circumstance or situation requiring the presence of law enforcement personnel for the protection of life or property or to conduct county business. An emergency does not constitute failure to plan for a longstanding use of vacation or compensatory time, but may encompass an unexpected utilization of sick time if it causes the office to fall below acceptable staffing levels.

Section 4. Employees may bid shifts and days off based upon office seniority. On or about the 1st of October, the Employer shall post the shifts necessary for the following year noting the days normally scheduled for work and days scheduled off. In October, employees will bid by signing up for the shifts for three-month periods for the following year. Each week, the corresponding one-third of the employees shall bid based upon their relative seniority; i.e., the first week of bidding, the one-third most senior employees shall have completed their bid by the end of the week. An employee, who fails to bid within the week, which is set aside for the employee, will lose the right to bid until all other bargaining unit members have bid. This will be for each quarter, which will be approximately January 1, April 1, July 1, and October 1. Employees will sign up to bid shifts by job assignment. 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 shall return to his/her previous shift. The least senior employee(s) on corresponding shifts may be reassigned to accommodate the need to balance the shift compliments. Should the shift bidding result in unbalanced shifts by the basis of employee experience and ability to perform their jobs, then the Sheriff may move the least senior employee(s) possible in order to achieve the balanced shift.

Section 5. If, due to a staffing shortage or other legitimate business reason, the Sheriff must move an employee between job assignments, the employee will be given written notice so that the employee can bid for the shift and the reassignment will not take place before January 1 or the first day of the subsequent quarter thereafter. Alternatively, the employee may be moved on a short-term basis for the duration of the emergency. In such a case, the employee shall fill the vacancy for the rest of the emergency and then be able to revert back to the employee's previously bid shift and assignment. If the movement must be permanent for legitimate business purposes, then the employee shall fill the

vacancy for the rest of the quarter and then be able to bid for the remaining quarters in the calendar year. The employee's previously bid vacation shall be guaranteed.

Section 6. In circumstances where existing shifts become vacant due to death, termination, resignation, promotion, demotion or reassignment, the vacant shift shall be posted for seven (7) calendar days. Employees within the respective job assignment shall indicate their interest in filling that vacancy within the allotted time frame. If more than one person within the worksite has indicated an interest in that vacancy, the employee with highest office seniority shall be selected. Any conflict with vacation schedules resulting from the voluntary change of shift shall be resolved consistent with Section 7 of this article.

In the event that no employee expresses an interest in the vacant shift, that shall be filled consistent with Sections 4 and 5 of this article.

Any subsequent vacancies created due to the voluntary or involuntary change of shifts shall be filled by management consistent with Sections 4 and 5 of this article.

Section 7. If an employee volunteers for a change in the employee's job assignment, the employee shall fill the vacancy, which exists for the rest of the calendar year and shall have to adjust any scheduled vacation to vacancies in that job assignment's vacation schedule.

Section 8. For short-term shift changes, which must be made, an employee shall be given a fifteen (15) day notice except in an emergency, and if the reason for a shift change is because of a professional training opportunity for that or another employee, if that notice of training comes to the office with less than thirty (30) days notice before the training, the office may give a schedule change notice to the affected employees and will do so as soon as possible without incurring any overtime obligation. However, the notice shall be given not less than seven (7) days before the training opportunity.

Section 9. Flexible Work Schedules. The Sheriff and an employee may agree upon irregular hours or an irregular workweek. The Association shall be notified of the agreement. Under such agreements, a supervisor and employee may mutually agree, in writing or by county email, to modify work schedules on an intermittent or regular basis without being subject to daily overtime provisions.

Supervisors may, upon request, allow employees to modify their normal work hours within the workweek on an intermittent, temporary or regular basis without being subject to the daily overtime provisions of this contract. The flexible schedule shall be recorded on the employee timesheet based on the hours worked each day.

If an employee working a flexible schedule, not subject to daily overtime provisions as indicated above, is not able to flex time off within his/her 40-hour work week, the employee may choose to be

compensated for work over 40 hours with overtime (time and a half) or may accrue compensatory time per the provisions in Article 20, Section 8. Such time will be recorded on the employee's timesheet and entered as pay or compensatory time accrual. Employee requests and supervisor approval shall be documented in writing or by county email.

Section 10. When switching from one shift to another, sometimes employees end up being scheduled with less than full-time hours. Those employees shall be allowed to request and be scheduled for extra shifts, if available, so they maintain a full-time workweek. Those employees shall be allowed to request and shall be scheduled on a first-come, first-serve basis. If an employee utilizes the provisions of this section, that employee will be waiving contractual overtime for the extra shifts for which the employee schedules himself or herself.

Section 11. All employees, who take time away from work, whether it is sick time, vacation time, holiday time or compensatory time, shall be charged on an hour-for-hour basis.

ARTICLE 6 – REST PERIODS AND LUNCH BREAK

Section 1. Except for emergencies, employees shall receive two (2) rest periods of fifteen (15) minutes each during each work shift. It is the Employer's responsibility to provide relief coverage for breaks.

Section 2. Employees who are not subject to call, shall be granted a lunch period, without pay, of at least one-half (½) hour during each work shift. The Employer agrees that no restrictions will be placed upon the employee's use of his/her lunch period. Should any restrictions be placed upon the employee or should the employee be required to work any or all of his/her lunch period, he/she shall be compensated at the overtime rate for the entire lunch period.

Employees assigned to an eight (8) hour, five (5) day workweek, who are subject to call, shall be granted a lunch period, with pay, not to exceed thirty (30) minutes. Whenever possible, lunch periods shall be scheduled in the middle of the shift. Those individuals working a ten (10) or twelve (12) hour work shift who are subject to call shall receive two (2) thirty (30) minute lunch periods with pay. Consistent with current practices, the employee may combine lunch periods and breaks or take them separately.

Section 3. Lunch Periods – Institutions Employees.

- A. Meals will be provided by the Employer, at no expense, to any institutions employee if the institutions employee is required to remain at the corrections facility during the lunch period(s).
- B. Employees, who work a ten (10) or twelve (12) hour shift in institutions shall, at the option of the Sheriff:

1. Be provided with two (2) meals per shift; or
2. Be allowed to leave the institutions facility for two (2) thirty (30) minute lunch periods during each shift, when public safety demands will permit, or be provided with one (1) meal and allowed to leave the institutions facility for one (1) thirty (30) minute lunch period each shift.

Section 4. Subject to the physical structure of the building and the operating needs of the Employer, and whenever possible, employees shall be provided with lunchroom facilities.

ARTICLE 7 – HOLIDAYS

Section 1. Holidays. The following shall be recognized and observed as guaranteed paid holidays for full-time regular employees:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Independence Day	Christmas Day

All legal holidays designated by the Governor of the State of Oregon or the President of the United States.

A one-time observance, memorial or day of mourning must also be declared and/or approved by the Board of Commissioners to qualify under this article as a legal holiday.

Section 2. Personal Holiday. Regular employees are entitled to two (2) personal holidays each calendar year. Such holidays shall be one (1) regular work shift each and are to be taken during the calendar year in which the holidays are earned and may not be carried forward into the following year. The personal holiday shall be scheduled in accordance with Article 8, Vacations, Section 4, Vacation Bidding.

Section 3. Commissioners' Day. Current regular employees are granted a special Commissioners' Day. This day shall be one (1) regular work shift and is to be taken between November 15 of each year and January 31 of the following year. The Commissioners' Day shall be scheduled with supervisor approval and in a manner that will provide adequate staff to maintain service.

Section 4. Weekend Holiday. Whenever a holiday falls on Saturday, the preceding Friday shall be

considered to be the holiday. Whenever a holiday falls on Sunday, the following Monday shall be considered to be the holiday. Employees working an irregular workweek shall receive the same number of holidays as employees working the regular Monday through Friday workweek. Holidays, which occur during paid vacation or sick leave with pay, shall not be charged against vacation or sick leave accruals.

Section 5. Holiday Pay. Work performed on holidays, which fall within the employee's workweek, shall be considered as overtime work and shall be compensated in the same manner as overtime. This shall mean that those employees, who work on a paid holiday, shall receive two and one-half (2½) times their normal pay. Compensation for holidays will be provided to regular, part-time employees of the Sheriff whose regular work schedule is equal to one-half (½) or more of the regular full-time work schedule for county personnel, and such compensation will be based on the same proportion as the hours worked are to the total actual work hours in the month in which the holiday occurs. An employee shall receive premium pay for any work performed on an official holiday or an observed holiday but shall not receive premium pay for both the official and observed holiday.

Section 6. Regular Day Off (RDO). When a holiday falls on an employee's regular day off, the employee shall receive eight (8) hours of holiday pay.

ARTICLE 8 – VACATIONS

Section 1. Vacation Accumulation. After having served in the county service for six (6) consecutive, continuous months, full-time employees shall be credited with forty-eight (48) hours of vacation leave and thereafter vacation leave shall be credited as follows:

	Hours/Pay Period	Hours/Year
After six (6) months of continuous service through 3rd year	4.000	104
After 3rd year of continuous service through 5th year	4.308	112
After 5th year of continuous service through 10th year	4.924	128
After 10th year of continuous service through 15th year	5.539	144
After 15th year of continuous service through 20th year	6.462	168
After 20th year	7.385	192

All annual vacation accruals reflected above shall be equally accrued/distributed each pay period.

Section 2. Continuous Service. Continuous service for the purpose of determining eligibility for accelerated vacation accumulation rates shall be service in a regular position unbroken by separation from the county service, except that time spent by an employee on military leave, on an authorized leave of absence with pay, or on a leave without pay resulting from a compensable on-the-job injury,

shall be included as continuous service. Time spent on other types of authorized leave will not count as part of continuous service except employees returning from such leave, or employees who were laid off, shall be entitled to credit for service prior to the leave. Any employee, who held a regular position and who separates from employment with the county and who is subsequently re-employed by the county in a regular position within one (1) year from the date of such separation, shall be allowed to use such prior service for the purpose of determining eligibility for accelerated vacation accumulation rates.

Section 3. Part-Time Employees. Regular part-time employees may accrue vacation leave in an amount proportionate to that which would be accrued under regular full-time employment. To be eligible for vacation accrual, a part-time employee must work one-half (½) or more of the regularly scheduled working hours per week for full-time employees.

Section 4. Vacation Bidding. Employees shall bid vacation slots based on their office seniority. On or about November 1st of each year, the Employer shall post the available vacation slots. Employees will bid separately by job assignment. For vacation bidding for all staff, the Association will assign a date and time for members to bid for vacation. An employee who fails to bid within the assigned date and time, which is set aside for him/her, will lose their right to bid until all other bargaining unit members have bid. The Employer cannot condition the approval of an employee's request for time off upon the employee finding a replacement to work the employee's shift. Employees will not bid for more vacation time than they will have accumulated as the requested time off.

Employees with the same date of hire in the same classification shall rotate vacation bidding order each bid, thereby giving each employee a chance to bid first in their group with the same date of hire.

Once an employee has signed up for vacation or had a request approved, it shall not be canceled absent an emergency.

Section 5. Accumulation of Vacation Credits. Employees shall not accumulate vacation leave in excess of two-hundred-fifty (250) hours. Any employee, who is about to reach the limit because of accrual limitations may, by notifying the Sheriff five (5) days in advance, absent himself/herself to prevent loss of this time, or the Sheriff may instead choose to pay the employee for up to forty (40) hours of accrued vacation. Such action taken by an employee shall not constitute a basis for disciplinary action or loss of pay. Vacation leave shall not accrue during a leave of absence without pay the duration of which exceeds fifteen (15) calendar days. Any employee, who is granted a leave of absence without pay, shall first be scheduled for any vacation leave, which has accrued to his/her credit before he/she commences leave without pay.

In addition, in the last year of employment prior to retirement, the employee may cash in up to fifty (50) hours of vacation. The employee will be responsible to notify the Employer in writing of intent to retire, including the anticipated retirement date, to exercise this provision. This is a one-time option.

Section 6. Transfer Credits and Terminal Vacation Pay. When an employee is appointed to another department of the county, his/her vacation credit shall be assumed by the new appointing power. An employee who is terminated during the initial six (6) months of his/her employment shall not be entitled to cash compensation in lieu of vacation leave. If he/she has served six (6) continuous months and is separated from county service, he/she shall be entitled to cash compensation at the appropriate hourly rate set forth in the conversion table included in the county pay plan for accrued vacation leave. In case of death, compensation for accrued vacation leave shall be paid in the same manner that pay due to the decedent is paid.

Section 7. Except for catastrophic emergencies, the Sheriff shall not schedule employees for any assignments during their scheduled vacation.

Section 8. Compensation Credits. Each employee shall receive eighty (80) hours of leave, to be taken as leave with pay or, at the employee's option shall receive compensation for eighty (80) hours accrued at the employee's regular rate of pay. The employee must exercise this option each fiscal year (computations will be based on the employee's pay at the time of the request). The benefit cannot be carried forward into the next fiscal year. An employee will not be eligible for this benefit if the employee has not completed his/her trial service period prior to the end of the fiscal year.

If an eligible employee elects to receive the credits as pay, it must be paid in increments equal to forty (40) hours. No partial pay (less than forty (40) hours) is allowed. If an eligible employee elects to receive the credits as leave, it may be scheduled one (1) day at a time or as a unit, subject to the approval of the Sheriff. This benefit is to be used by the employee based on his/her employment status as of July 1 of each fiscal year.

In the event an employee has less than one full week of compensation credits remaining as the result of exercising use of compensation credits as vacation time, the employee can cash out, on a one-time basis, any remaining balance.

Section 9. Sunset of Compensation Credits. Employees hired on or after January 1, 2014, will not receive compensation credits. In lieu of receiving compensation credits, new employees will receive a higher rate of pay generated by rolling the value of the compensation credits (three-point-eight-four percent (3.84%)) into the base rate of pay.

Section 10. Opting-Out of Compensation Credits. Starting with the fiscal year 2014 employees hired before January 1, 2014, may make a one-time, permanent election to opt-out of compensation credits provided in section 8 of this article, in return for the higher salary provided in section 9 of this article. Once enrolled in this program, an employee may not return to receiving compensation credits and pay at the lower salary schedule. Employees may exercise the opt-out by giving notice by May 31 each year to be effective the first full pay period after July 1 of the same year.

ARTICLE 9 – SICK LEAVE

Section 1. All employees accrue sick leave benefits as an insurance against the impact of illness or injury. Each employee shall accrue 3.693 sick leave hours for each full pay period. All annual sick leave accrual shall be equally accrued/distributed each pay period. Accrual shall begin upon the first full pay period of employment. Sick leave accumulated prior to the date of execution of this agreement shall be credited to each employee's accumulated sick leave. Unused sick leave shall accumulate without limit.

Section 2. Employees may utilize their earned sick leave credits when unable to perform their work duties by reason of illness, injury or pregnancy; necessity for medical or dental care; exposure to contagious disease under circumstances which the health of the employees with whom associated or members of the public necessarily dealt with would be endangered by attendance of the employee; or by illness in their immediate families. Sick leave time exceeding one (1) workweek may require certification of the attending physician or practitioner to substantiate that an illness or injury prevents the employee from working.

Section 3. The Sheriff or his/her representative may require certification of a physician or practitioner to substantiate that an illness or injury prevents the employee from working. Sick leave time exceeding one (1) workweek or when there is an established pattern of sick leave usage may require evidence that the employee was under a doctor's care. "Pattern of sick leave usage" is defined as a repetitive pattern of sick leave usage consistently tied to holidays and/or days off. Should the employee be verified to in fact be sick, the cost of the examination to the extent it is not covered by insurance and the employee's time to obtain the examination shall be compensated by the Sheriff.

Section 4. Should the employee be required to undergo a physical examination, the Employer shall bear the cost of such examination.

Section 5. The amount of authorized bereavement leave shall be the amount required under state and/or federal protected leave laws. The county shall provide for three (3) work days paid bereavement leave for each immediate family member which shall count towards the statutorily mandated leave if he/she qualifies. The remaining bereavement leave approved shall be charged to accumulated leave in accordance with the Marion County Personnel Rules.

Section 6. For the purposes of this article, immediate family has the meaning established by protected leave laws and county personnel rules. The Sheriff may grant leave under the terms of this article for relationships other than those set forth where exceptional circumstances exist.

Section 7. The Sheriff may authorize sick leave without pay not to exceed one (1) year duration or until such employee is released by the employee's physician, whichever comes first. Sick leave without pay shall not be granted until all earned sick leave has been exhausted. Under the discretion of the

employee's supervisor, if earned sick leave has been exhausted, the employee may use vacation leave.

Section 8. Any employee, who is ill and unable to report to work, shall notify the Employer as soon as reasonably possible, at least one (1) hour before the start of the next scheduled shift. All enforcement and administrative staff shall notify the records section; institutions employees shall notify the shift supervisor. In the case of a continuing illness, the employee shall keep his/her immediate supervisor advised of his/her inability to report to work.

Section 9. Any employee, who held a regular position and who is re-employed in a regular position following a hearing or layoff, shall have sick leave credits accrued during the previous employment restored in full if such re-employment occurs within two (2) years from the date of layoff or separation.

ARTICLE 10 – PROTECTED LEAVE

Protected leave is available for qualifying employees in the form of family, medical, domestic violence, and military leave in conformance with the Family Medical Leave Act (FMLA), Oregon Family Medical Leave Act (OFLA), Oregon Victims of Certain Crimes Leave Act (OVCCLA), and Oregon Military Family Leave Act (OMFLA).

The administration and implementation of these acts will be in accordance with the County policy and procedures.

Any conflicts in the administration or interpretation of the provisions under either law shall first be resolved by the application of the appropriate federal and/or state statute.

ARTICLE 11 – OTHER LEAVES

Section 1. Absence With Pay. An employee holding a position in the county service shall be granted a leave of absence with pay for: (a) service with jury; (b) appearance before a court, legislative committee or judicial or quasi-judicial body; as a witness in response to a subpoena or other direction by proper authority. This section does not apply to appearances, which are of a non job-related personal nature, for example, a divorce proceeding. Employees, who are excused from jury service or court appearance before the end of the workday, shall immediately report their availability for assignment to their supervisor. All jury and witness fees, except mileage and meals, received by the employee shall be turned over to the county. Under no circumstances is an employee entitled to receive leave of absence with pay for appearance before a court, legislative committee or judicial or quasi-judicial body as a party or witness in response to a subpoena or other direction by proper authority where the employee is a party in the case unless the employee is a party because of their employment with Marion County.

Section 2. Absence Without Pay. In instances where the work will not be seriously handicapped by the temporary absence of an employee, the Sheriff may authorize a leave without pay not to exceed one (1) year. During such absence, the employee shall not be considered to be on the payroll of the Employer. Such leave will be requested in writing and must establish reasonable justification for approval of the request and will not be approved for an employee who is accepting employment outside the county's service. An employee, who is granted a leave of absence without pay for a period in excess of sixty (60) calendar days, shall first be scheduled for any vacation time that has accrued to his/her credit before he/she is placed on leave without pay.

Section 3. Absence Paid by County Workers' Compensation Program.

- A. The Employer shall provide workers' compensation insurance as required by state law. Employees, who become eligible for workers' compensation, shall be provided all benefits and rights in accordance with ORS 656 and 659 and any enhancements contained in this article.
- B. An employee may utilize sick leave or vacation credit to augment any benefits paid under the workers' compensation program. Merit increases, which would normally be granted, and/or cost-of-living increases shall be added to the workers' compensation benefits. Upon returning to work, the employee will be paid at the rate, which includes all merit and cost-of-living increases, which would have been granted during the time off work.
- C. The Employer will pay for all county-paid benefits for employees who have filed accepted workers' compensation claims whether or not the employee augments his/her time loss with sick leave, vacation leave or other accrued leave up to six (6) months from the date of injury. During this six (6) month period, the employee shall continue to accrue sick leave, vacation leave, continuous service credits and any other benefits granted under this agreement.
- D. For workers, who are not medically stationary, the Employer will make a reasonable good faith effort to return such workers to light-duty positions in the county as soon as possible. An employee on light duty assignment shall receive his/her regular rate of pay. If the department is unable to provide a light-duty position, it will submit a written explanation to the Risk Management Division.
- E. Pursuant to ORS 659A.043 & 659A.046, employees will have re-employment rights after an injury. The Employer will make a reasonable effort to accommodate employees who have been permanently disabled as a result of a work-related injury or illness.
- F. When an employee has been injured on the job and suffers time loss greater than fifteen (15) days, the Employer shall provide the employee a written explanation of his/her rights and obligations as required by Oregon Workers' Compensation Law.

Section 4. Military and Peace Corps Leave. Military and Peace Corps leave shall be granted in accordance with Oregon Revised Statutes.

Section 5. Temporary Interruption of Employment. Any temporary interruption of employment because of adverse weather conditions, shortage of supplies, or for other bona fide unexpected or unusual reasons, which does not exceed ten (10) days, shall not be considered a layoff if, at the termination of such conditions, employees are to be returned to employment. Such interruptions of employment may be charged to the following accrued leave: vacation leave, personal holiday(s), compensation credit leave or compensatory time or may be recorded as leave without pay at the employee's option.

Section 6. Failure to Return from Leave. Any 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 his/her position with the Sheriff and his/her position shall thereupon be declared vacant, except and unless the employee, prior to the expiration of his/her leave of absence, has furnished evidence that he/she is unable to return to work by reason of sickness, physical disability, or other legitimate reasons beyond his/her control. Such leave shall not exceed a total duration of one (1) year.

Section 7. Absence Without Leave. An absence of an employee from duty including any absence for a single day or part of a day, which is not authorized for a specific grant or leave of absence under the provisions of this agreement, shall be deemed to be an absence without leave. Any such absence shall be without pay and may subject an employee to disciplinary action, provided that in deciding the discipline to impose, if any, the Employer will consider the reasons for the employee's absence (e.g., nature of the illness), reasons for the past use of sick leave including whether that use was FMLA/OFLA protected, and the employee's length of service, in addition to established principles of just cause.

This section shall not be utilized to discipline employees who are legitimately ill or who must care for a family member as established by a written note verifying the absence from an appropriate medical provider and have to take leave without pay because of that illness, or because of any other statutorily approved leave provided the employee calls in sick for the day. If the employee provides such a note, the employee may use other accrued paid leave for subsequent days off immediately following the first shift missed due to the illness. In addition, if the employee has used FMLA/OFLA leave within the ninety (90) days prior to leave without pay and provides a note from an appropriate medical provider, the Employer will pay the cost of the examination to the extent it is not covered by insurance and a maximum of four (4) hours to obtain the examination shall be compensated by the Sheriff. Any such note must be provided in advance of the absence if the absence is foreseeable or immediately upon to return to work if the absence was unforeseeable.

ARTICLE 12 – HEALTH, WELFARE, AND RETIREMENT BENEFITS

Section 1. Medical and Dental Insurance. The Employer agrees to continue to provide an HMO and a PPO medical plan options and two (2) dental plan options. The parties recognize the County may change insurance carriers, administrators or benefit plans provided the benefits are at the benefit levels currently offered. The medical and dental plan options are subject to the following premium share:

- A. The Employer’s contribution for medical and dental coverage will equal 95% of each employee’s monthly premium. Each employee shall be responsible for the remaining 5% of his or her monthly premium through payroll deduction.
- B. Employees will have the option to pay their share of the premiums on a pre-tax basis through the 125 Plan.

Section 2. Life Insurance. The Employer agrees to pay the full premium for life insurance coverage equal to the employee’s gross annual pay for each full-time employee in the bargaining unit.

Section 3. Long-Term Disability. The Employer agrees to pay the full premium to continue the long-term disability insurance program for each employee in the bargaining unit.

Section 4. Any dispute on whether changes to a benefit plan comply with this article shall be submitted directly to final and binding arbitration within thirty (30) days of notice to the Association by the county.

Section 5. Retirement. The Employer agrees to continue its participation in the Public Employees Retirement System (PERS) and the Oregon Public Service Retirement Plan (OPSRP).

The Employer shall contribute six percent (6%) of salary to the employee’s Individual Account Program (IAP). For the limited purposes of the Internal Revenue Code Section 414(h)(2) and related tax statutes, the employee’s contribution to PERS will be picked up by the county as a pre-tax contribution as the term “pick-ups” is used in the Internal Revenue Code.

If this agreement is determined to be unlawful, ineffective, or unenforceable by a final order of a court or agency of competent jurisdiction and if such order requires any payment by the county or payment to the county by one or more members of the Board of Commissioners or any officer or employee of the county as a result of such determination, the Association, its individual members, and any successor organization agree that individual bargaining unit members will repay any salary, retirement benefits improperly paid, and taxes of FICA, including any ordered interest.

Should this hold harmless obligation need to be implemented, the means and methods of doing so shall be agreed by the parties but shall require fulfillment of the obligation within one year from the

expiration of all appeals applicable to the determination necessitating the implementation. Nothing in this agreement, however, shall prevent Marion County and the Association from negotiating lawful wage or benefit provisions which utilize dollars subject to repayment. In the event the county is sued based on the provisions of this agreement, the Association agrees to join with the Employer in litigation defending the terms of this agreement.

Section 6. Employee Participation. Employees desiring to participate in other optional insurance programs currently authorized by the Board may do so at their expense on payroll withholding. Employees on a non-paid leave status must make their own arrangements with the Employer's payroll department to continue insurance benefits at their own expense, subject to the contract terms and conditions between the employee and the insurance carriers.

Section 7. MCLEA Health Insurance Study Committee.

- A. **Purpose:** The purpose of the committee shall be as follows:
1. To monitor the claims costs and utilization of the health and dental plans;
 2. To keep current of industry changes in managing health and dental plans; and
 3. To make recommendations to the Business Services Director and to the bargaining teams regarding any needed changes to keep the health and dental plans current with industry trends.
- B. **Committee:** The voting membership of the committee shall be composed of equal representation of union and management employees. The association president shall designate a non-voting representative.
- C. **Meetings:** Meetings shall be held at least quarterly. The association's representative shall be allowed work release time to attend such meetings, but no overtime shall be paid for attending such meetings.

Section 8. 125 Plan. The Employer shall make available to association members a 125 Plan in which employees can contribute pre-tax dollars for health insurance, childcare and other qualifying expenses.

ARTICLE 13 – WAGE ADJUSTMENT

Section 1. Effective and retroactive to July 1, 2019, employees shall receive a two and one-quarter percent (2.25%) cost of living adjustment.

Effective the first full pay period in July of 2020, the parties agree to a two and one-half percent (2.5%) cost of living adjustment.

Effective the first full pay period in July of 2021, the parties agree to a two percent (2.0%) cost of living adjustment.

Section 2. A deputy sheriff trainee, upon completion of certification, will automatically be classified as a deputy sheriff and placed on the second step of the deputy sheriff pay range.

Section 3. Longevity. Regular employees shall be eligible for Longevity 1 (L1) after being on Step 7 of the current pay range for one (1) full year AND employed with the county for a minimum of ten (10) years. Regular employees shall be eligible for Longevity 2 (L2) after being on Longevity 1 of the current pay range for one (1) full year AND employed with the county for a minimum of fifteen (15) years. Regular employees shall be eligible for Longevity 3 (L3) after being on Longevity 2 of the current pay range for one (1) full year AND employed with the county for a minimum of twenty (20) years.

Effective August 15, 2017, L1 shall be at 2.75% of step 7, L2 at 4% of step 7, and L3 at 6.5% of step 7 for each pay range. In addition to the new contract language stated above, all employees currently receiving longevity pay will be placed on the corresponding longevity step.

ARTICLE 14 – PAY ADMINISTRATION

Section 1. Pay Plan. The Employer hereto adopted a pay plan under which employees covered by this agreement have and shall continue to be compensated. A copy of that plan is attached hereto, marked "Wage Schedule," and made a part of this agreement as Exhibit A and is available on the county's website. The Employer agrees that, except for reserves, it will not use volunteer workers to perform either uniformed field services or uniformed professional corrections duties.

Section 2. Administration of Pay Plan.

- A. **Rates of Pay:** Each employee shall be paid at one of the rates in the pay range for the class in which he/she is employed.
- B. **Entrance Pay:** Normally, an employee will be appointed or reinstated at the entrance rate for the class. If the Sheriff believes it necessary to make an appointment or reinstatement above the entrance rate, the Sheriff shall present a request in writing to the personnel officer. The personnel officer and the administrative officer shall review the merits of the request on the basis of the availability of applicants with the qualifications of the vacant position, qualifications of all available applicants, the resulting pay relationship with other positions, prior experience of

the candidate, the time available to continue the recruitment process and budget considerations, then make a final decision on the matter.

- C. Merit Increases: Pay increases are not automatic, but shall be based on satisfactory service. Employees shall normally be eligible for in-range merit increases on their established anniversary date until such time as an employee has reached the top step of the classification in which he/she is employed. The eligibility date, for the purpose of this Section, shall be the date upon which the employee is granted his/her first in-range merit increase to the next step of his/her pay range. This eligibility date may be changed as a result of the timing of future in-range merit increases, promotions or reclassifications. If the performance by the employee is unsatisfactory, the Sheriff may defer the merit increase for a period of not to exceed one-hundred-eighty (180) days. Following any deferred period, the employee will be reevaluated.
- D. Eligibility for Merit Increases: A new employee shall be advanced to the next step of the pay range for his/her classification on the first of the month after six (6) full months of satisfactory service in his/her class. In those cases where a new employee is appointed above the minimum step of the pay range for his/her class, his/her eligibility for advancement to the next step shall be the same as though he/she were appointed at the minimum step, unless otherwise ordered by the Board. Thereafter:
1. Advancement to the third (3rd) step of the pay range after one (1) additional year of satisfactory continuous service at Step 2;
 2. Advancement to the fourth (4th) step of the pay range after one (1) additional year of satisfactory continuous service at Step 3;
 3. Advancement to the fifth (5th) step of the pay range after one (1) additional year of satisfactory continuous service at Step 4;
 4. Advancement to the sixth (6th) step of the pay range after one (1) additional year of satisfactory continuous service at Step 5, and
 5. Advancement to the seventh (7th) step of the pay range after one (1) additional year of satisfactory continuous service at Step 6.
- E. Movement to a Higher Classification: When an employee is promoted or reclassified to a position in a classification with a higher maximum pay rate, he/she shall be placed on an actual step in the new range, which will provide a minimum of a five percent (5%) increase, or to the minimum of the new range. The date of such promotion or reclassification shall establish a new anniversary date for subsequent merit increases.

- F. **Demotion**: If an employee is demoted or reclassified to a position in a classification with a lower pay range for reasons which do not reflect discredit on his/her employment record, his/her pay rate may remain the same if it is within the pay range of the lower classification. Demotion for cause should ordinarily result in a corresponding reduction in pay.

- G. **Reassignment**: When an employee is reassigned by the Sheriff to another division in a classification with the same pay range, his/her rate of pay remains the same. Such employee shall retain his/her anniversary date for merit increases.

- H. Any denial of a wage increase to a non-trial service employee based upon unsatisfactory performance is subject to the grievance procedure.

Section 3. Incentive Pay. Employees shall receive an incentive pay increment of two-and-one-half percent (2½%) for an Intermediate DPSST Certificate and an additional three percent (3%), (five-and-one-half percent (5½%) total), for an Advanced DPSST Certificate. The payment for such increment, as set forth in the pay plan, shall commence on the date of the certification issuance. The parties shall mutually establish performance standards for those classifications for which the incentive applies and payment of the incentive increment shall continue unless the employee receives an unsatisfactory rating. An employee so disqualified shall resume incentive pay upon receiving a satisfactory rating.

Section 4. Field Training Officer and Instructor. Effective within ninety (90) days of county ratification, any employee designated to work in the capacity of a field training officer or instructor shall receive a five percent (5%) differential for the actual time the employee is acting as a Field Training Officer or instructor.

FTO Coordinator. Any employee designated and acting in the capacity of an FTO coordinator shall receive a five percent (5%) premium.

Section 5. Bilingual Pay. Any employee, who is fluent in Spanish, Russian and/or American Sign Language and uses said language(s) while on duty, shall receive an additional five percent (5%) premium per month. "Fluent" shall be established by using general fluency and job-related standards for Spanish, Russian, and American Sign Language.

Section 6. SWAT and CET Pay. Employees responding as members of the department on the SWAT or CET Team shall receive a five percent (5%) differential from their regular pay on an hour-for-hour basis for time spent on team callouts.

Section 7. Bomb Squad. Employees responding as members of the department on the bomb squad shall receive a five percent (5%) differential from their regular pay on an hour-for-hour basis for time spent on team callouts.

Section 8. Motor Officer. Deputies working as motor officers shall receive a five percent (5%) differential from their regular pay for the time worked as motor officers or training as motor officers. In the event that inclement weather does not allow the employee to operate as a motor officer, the employee shall be paid his/her regular rate of pay for hours worked.

Section 9. Corrections Nurse Incentive Pay. Any employee working in the classification of corrections nurse for the Marion County Sheriff's Office commencing with the completion of county trial service shall receive an additional incentive pay of two-and-one-half percent (2½%). Any employee working in the classification of corrections nurse for the Marion County Sheriff's Office commencing with the fourth (4th) year shall receive an additional incentive pay of three percent (3%) for a total of five-and-one-half percent (5½%).

Section 10. K-9 Officers. Deputies assigned to work with a canine shall receive four (4) hours straight time per seven (7)-day period for care and feeding of the canine. Time off allowed per workweek, or the four (4) hours pay for canine care shall be considered appropriate compensation for canine maintenance for the entire week, including days off.

Section 11. Detective Pay. Any deputy selected to work in the capacity of a detective in the Detective Unit shall receive a five percent (5%) differential from his/her regular pay while serving in that capacity.

Section 12. Nurse Shift Differential. Corrections nurses will receive a shift differential from their regular pay of one dollar and sixty cents (\$1.60) per hour for hours worked between 1800 hours to 2359 hours. From 0000 hours to 0559 hours, corrections nurses will receive a shift differential from their regular pay of two dollars and twenty-five cents (\$2.25) per hour.

Section 13. Support Services Technician (SST) Shift Differential. Effective within ninety (90) days of county ratification, SST's will receive a shift differential from their regular pay of seventy-five cents (\$0.75) per hour for hours worked between 1800 hours to 2359 hours. From 0000 hours to 0559 hours, SST's will receive a shift differential from their regular pay of one dollar (\$1.00) per hour.

Section 14. Education Incentive Pay.

- A. A deputy commencing with his/her tenth (10th) year of service, who has an Advanced DPSST Certificate and an associate of arts degree (two (2) year degree or the equivalent), shall receive an education incentive pay of two percent (2%).
- B. A deputy commencing with his/her fifteenth (15th) year of service, who has an Advanced DPSST Certificate and a bachelor of arts degree (four (4) year degree or the equivalent), shall receive an education incentive pay of four percent (4%) (includes the two percent (2%) education incentive pay for a ten (10) year employee).

ARTICLE 15 – ACTING IN CAPACITY

Any employee temporarily designated as acting in the capacity of a position in a classification with a higher pay range than his/her regular classification shall receive a five percent (5%) increase or Step 1 of the higher pay range, whichever is greater, for actual hours worked in the higher classification. Working out of class for each employee shall be limited to not more than 1080 hours per year. Whenever practicable, employees should not be designated as acting in capacity for absences known in advance or for long term absences where designating an employee will leave the employee's shift short staffed and result in overtime.

ARTICLE 16 – CALL-IN TIME

An employee called to work outside his/her regular work schedule shall be paid for a minimum of four (4) hours at the rate of time-and-one-half (1½). This section shall not apply to early call-out or an extension of a regular shift.

ARTICLE 17 – ON-CALL

Employees assigned to be on-call shall be compensated for each regularly scheduled workweek of on-call assignment at the rate of six percent (6%) of a top step basic deputy's monthly pay rate.

ARTICLE 18 – COURT APPEARANCES

Section 1. Off-duty employees required to appear before a court of law, in connection with their regular duties, shall receive a minimum of four (4) hours overtime pay at the rate of time-and-one-half (1½) for each court appearance. Employees shall not be paid for more than one court appearance per calendar day unless the start time for the second call-in is at least four (4) hours after the first call in.

This section shall not apply if the scheduled court appearance occurs one (1) hour or less before the beginning of the employee's regular shift or if the appearance extends the employee's regular shift by one (1) hour or less.

Section 2. Employees, who are working a night shift and have to testify during the day, shall be allowed to take time off that evening at the straight time rate as an offset against their overtime pay for the court appearance. This provision may not be utilized by employees who only have to make a brief appearance such as testifying for a few minutes at Grand Jury.

ARTICLE 19 – PARKING

The Employer shall continue its practice of providing free parking for all bargaining unit members except for those who work in the downtown courthouse area. For those clerical employees, who perform shift work at the downtown courthouse area, the Employer shall provide access to parking spaces immediately adjacent to their work site per the current practice.

In addition, the Employer shall not charge bargaining unit employees, who are assigned county vehicles to perform their work, for parking the county vehicles at any worksite location.

ARTICLE 20 – OVERTIME

Section 1. The following shall be regarded as hours worked for the purpose of computing overtime hours for employees: (a) holidays; (b) vacation leave; (c) paid sick leave; (d) time on the job; and (e) compensatory time off, and time participating in activities, training, briefings, meetings or other conferences if so directed by the Sheriff, including travel time outside of regular work hours. No overtime shall be worked unless authorized by the Sheriff or his/her designee.

Section 2. For employees working a schedule not subject to a 7(k) exemption, overtime shall be considered as time worked in the employee's regular position in excess of the scheduled workday (if the scheduled workday is eight (8) hours per day or more) or in excess of forty (40) hours in a workweek. For employees working a schedule subject to a 7(k) exemption, overtime shall be considered as time worked in the employee's regular position in excess of their regularly scheduled workday or in excess of 84 hours during the 14-day 7(k) work period. Work performed on holidays, which fall within the regular work schedule, shall be considered as overtime work and shall be compensated in the same manner.

Section 3. Compensation for authorized overtime shall be paid at the rate of time-and-one-half (1½) per hour. Such payment shall be the employee's rate of pay, which is being earned at the time of payment. When an employee is terminated, he/she shall be given cash compensation for the overtime he/she has accrued. The pay conversion table contained in the pay plan shall be used as the basis in computing the overtime cash compensation.

Section 4. Payment for overtime shall be made no later than the next payday following the pay period in which the overtime is worked or as required by the Fair Labor Standards Act (FLSA).

Section 5. Overtime work shall be assigned only as determined by the Sheriff or his/her designee. Whenever possible, the Sheriff or his/her designee shall give twenty-four (24) hours advance notice of all overtime to be worked. An oral notice shall be sufficient notice to comply with the advance notice requirement. Any employee, who works fourteen (14) or more hours in the twenty-four (24) hour period commencing at the time the employee reports for duty, shall, at the direction of the Sheriff or

his/her designee, be allowed the use of accrued sick leave in lieu of working his/her next regularly scheduled work shift.

Section 6. The parties agree that either party may reopen negotiations if there is a substantial change in the Department of Labor regulations dealing with application of the FLSA to employees of state and local governments. If such changes are made and either party requests to reopen negotiations, the negotiations shall be reopened on only the affected articles for the purposes of clarifying and/or changing articles in the agreement to comply with federal law or federal regulations.

Section 7. Solely for the purpose of FLSA overtime, the county elects a fourteen (14) day period, beginning December 21, 2003, with eighty-six (86) hours being the overtime standard. However, this does not affect overtime as set out in this contract.

The office shall keep official records of the employees' compensatory time accumulation.

Section 8.

- A. Employees may accrue compensatory (comp) time beginning January 1 each calendar year, and ending December 31 each calendar year. All accrued comp time must be used by December 31 each calendar year. Any remaining accrued comp time will be compensated for as in Letter H below.
- B. Comp time accrual shall be limited to sixty (60) hours. Whenever an employee has sixty (60) hours of comp time, he or she will be paid for overtime.
- C. Comp time may be accrued for any contractual overtime work authorized by the employee's supervisor.
- D. Comp time may not be accrued for the following:
 - 1) where the employee is performing work funded by a grant that provides for payment of overtime work;
 - 2) on-call time;
 - 3) holiday pay; and
 - 4) when performing work in a different fund than where the employee is costed.
- E. Comp time may not be substituted for bid vacation time, used in lieu of sick leave or to cover disciplinary suspensions.

- F. Comp time shall be scheduled by mutual agreement between the employee and management. When an employee requests use of comp time, management will attempt to make comp time available within a reasonable period agreed to within the calendar year although not necessarily at the time sought by the employee. Comp time will be scheduled consistent with the operational requirements of the particular division or function, which includes ensuring minimum staffing levels and safe and fair scheduling and so as not to cause the County to pay overtime.
- G. Employees will not be allowed to cash out accrued comp time except as provided in Letter H below.
- H. If the Sheriff's Office is unable to schedule and grant the time off within the calendar year, cash payment shall be made in lieu of comp time as follows:
 - 1) Comp time accrued during a calendar year may be used through December 31 of that calendar year. At the first pay period in December, all comp time balance that is not scheduled for time off in December will be paid resulting in a zero (0) balance.
- I. The Sheriff may terminate this provision, Section 8, and cash-out all accrued comp time at his/her discretion at any time during the calendar year. Such termination shall not be subject to the grievance and arbitration article.

ARTICLE 21 – PAYDAY

The Employer shall pay association members on a bi-weekly basis using the same schedule as applicable for all other county employees. This Section shall not apply where circumstances exist beyond the control of the Employer, which cause a delay in the issuing of such checks.

ARTICLE 22 – TRAVEL ALLOWANCES

Section 1. Mileage Reimbursement. Upon prior approval by the supervisor, mileage reimbursement for the use of private vehicles shall be at the current IRS mileage rate for business use of an automobile. Mileage shall be computed from the vehicle odometer reading.

Section 2. Other Transportation Costs. All in-state and/or out-of-state travel must be approved in advance by the Sheriff or designee. The cost of in-state transportation and/or out-of-state transportation for air, train, or bus travel shall be reimbursed on an actual cost basis. No transportation costs will be reimbursed unless the employee has received prior approval of his or her supervisor. Receipts shall be submitted with claims for reimbursements for air, train or bus travel, and reimbursement for private automobile transportation. Travel arrangements will be made by the county and paid directly. In the event employees must pay their own travel expenses, reimbursement is on an

actual cost basis. Where employees elect to drive private automobiles in lieu of plane or train transportation, reimbursement will not exceed the best available daytime airfare on the day air travel would normally be booked.

Section 3. Cost of Lodging and Meals. The cost of lodging and meals will be based upon the actual cost of the lodging and/or meals. No reimbursement will be provided for lodging and/or meals unless the employee has received prior approval for the travel. Receipts are required for all reimbursements.

ARTICLE 23 – TRANSPORTING PRISONERS

Section 1. The Employer shall reimburse the actual cost of lodging, meals and other related transportation expenses on an actual cost basis. Except in the case of an emergency, the employee shall receive prior approval for all anticipated expenses. In order to receive reimbursement, a receipt must be provided for all expenses. The Employer reserves the right to deny expense claims in accordance with Marion County Personnel Rules or policies.

Section 2. Any employee assigned to transportation of prisoners or guardian of prisoners outside of a correctional facility, especially at a hospital, shall be furnished with a properly fitted safety vest.

ARTICLE 24 – CLOTHING ALLOWANCE

Section 1. If an employee is required to wear a uniform, it shall be furnished and maintained by the Employer according to present practice.

Section 2. The clothing allowance shall be six hundred dollars (\$600.00) per year for officers in the street crimes unit and eight hundred dollars (\$800.00) per year for officers in the detectives unit.

Section 3. The Employer shall provide for the care and cleaning of up to eight (8) uniforms per month or four (4) suits per month for required plain clothes. Upon request by the employee and approval by his/her supervisor, additional uniforms or plain clothes will be cleaned. Any request by an employee will not be arbitrarily denied.

Section 4. Any bargaining unit office worker required to wear a uniform shall be provided the same yearly allowance and maintenance provided by the Employer to other bargaining unit members.

ARTICLE 25 – HEALTH AND SAFETY REGULATIONS

Section 1. The Employer agrees to abide by and maintain in its facilities and work operations standards

of safety and health in accordance with the Oregon Safe Employment Act.

Section 2. An employee may refuse to operate any equipment or ride in or on any vehicle he/she believes is unsafe until the equipment has been mutually inspected and/or corrected by the employee and his/her immediate supervisor and/or qualified person. If, after such inspection, the equipment is determined by the supervisor and/or other qualified person to be safe, the employee may not refuse to operate the equipment. An employee shall report to his/her supervisor all other unsafe conditions, when such conditions become known to the employee.

Section 3. Employees shall not be disciplined for refusal to operate believed unsafe equipment nor shall refusal to operate such equipment be construed as insubordination until section 2 has been complied with unless an emergency situation exists.

ARTICLE 26 – TRIAL SERVICE PERIOD

Section 1. Employees, who are not certified and are hired into certified positions, shall serve an initial trial service period of eighteen (18) continuous months. Employees, who are certified and are hired into certified positions, shall serve an initial trial service period of twelve (12) continuous months. Employees hired into non-certified positions shall serve a trial service period of six (6) continuous months. Employees promoted to a higher classification shall serve a trial service period of six (6) months.

Section 2. An employee who is reassigned to another position in the same class prior to completion of the trial service period shall complete the trial service period in the latter position. A trial service employee who is reassigned from one division to another may be required by the appointing authority to serve the designated trial service period for this new position in the new division before becoming a regular employee.

Section 3. A trial service employee serving as a result of appointment from a promotion list, who fails to qualify in the new position for reasons other than misconduct or delinquency and who was a regular employee immediately prior to this promotional appointment, shall be reinstated to the employee's former position if the position is still vacant. If the position is no longer vacant, the employee will be dismissed from county service and eligible for reappointment for a one (1) year period in accordance with the personnel rules.

Section 4. Removal During Trial Service Period. At any time during an employee's trial service period, the appointing authority may remove an employee if, in the opinion of the appointing authority, the employee is unable or unwilling to perform the duties satisfactorily or that the employee's work habits, conduct and dependability do not merit continuance in the service.

Section 5. No less than ten (10) days prior to the end of the employee's trial service period, the appointing authority will report to human resources whether the employee's performance was satisfactory or unsatisfactory and provide the performance evaluation and any additional documentation as appropriate. If the performance evaluation is satisfactory, the employee shall be deemed to have satisfactorily completed the trial service period and thereby be accorded regular status in the classified service. A notification of unsatisfactory service ordinarily shall be accompanied with a notice of termination.

ARTICLE 27 – DISCIPLINE AND DISCHARGE

Section 1. Disciplinary action may be imposed upon an employee only for just cause using the principles of progressive discipline.

Section 2. If disciplinary action is to be taken against an employee, it shall be done in a manner, which will not embarrass the employee before other employees or the public. The following types of discipline may be used:

- A. **Oral Reprimand:** This is a warning procedure rather than a punitive one and should serve to forestall the employee from being placed in such a position that a more severe form of formal penalty must be used. When a supervisor administers an oral reprimand, the supervisor shall make a brief record of the warning for the department's file, but the warning shall not become part of the employee's official personnel file.
- B. **Written Reprimand:** The written reprimand is also a warning procedure; however, the written reprimand is used to put the employee on official notice that future abuse will result in a more severe form of action.
- C. **Suspension Without Pay:** Suspensions are a commonly used form of punishment after an oral and written reprimand. However, it can be used sooner based upon the severity of the misconduct. The supervisor, with the approval of the appointing power, may suspend an employee for disciplinary reasons for a period not to exceed thirty (30) days at any one time by notifying the employee prior to the effective date and stating the reasons for the suspension in writing. For the purpose of the suspension, a day equals eight (8) hours.
- D. **Demotions:** Demotion, both in pay and to a lower classification, may be used as a form of discipline when dismissal is not warranted or when the appointing power believes that the employee has the potential for correcting conduct.

E. Dismissal:

(1) When an appointing power believes cause for dismissal exists, the appointing power shall give the employee, whose dismissal is under consideration, written notice containing:

- a. A statement of improper conduct, inadequate performance, or other cause for discipline engaged in by the employee;
- b. A statement that dismissal is being considered as a possible sanction to the stated improper conduct, inadequate performance or other cause; and
- c. A statement of the time within which the employee may choose to respond to the statement of cause and statement of discipline under consideration.

An employee, who has been notified that dismissal is under consideration, must be given at least ten (10) days prior to the effective date of such dismissal to respond to the statements in the notice.

(2) An employee may then be dismissed if:

- a. The employee has responded to the statements in the notice that dismissal is under consideration and the employee's response has been received and reviewed by the appointing power, or
- b. The employee has not responded to the statements in the notice within the time stated in the notice that dismissal is under consideration.

Dismissal shall be by written notice to the employee setting forth the cause for dismissal. Dismissal may be effective upon delivery of notice of dismissal to the employee or upon any stated time thereafter.

F. In cases under sections (c), (d) or (e) above, the employee shall receive copies of any and all reports or writings which exist, and will be made available to the employee at least ten (10) days prior to the due process hearing. If any report or writing is not provided prior to ten (10) days of the hearing, the hearing can still be held, but upon request of the Association, the hearing shall be continued to a time certain to hear any additional testimony or evidence.

Section 3. Any regular status employee who has been the subject of a disciplinary action may appeal such action pursuant to Article 33, Settlement of Disputes.

Section 4. If there is substantial evidence to show that the performance was unsatisfactory, the Sheriff

or designee agrees to verbally discuss the problems with the employee, thus affording the employee an opportunity to correct the situation. The Employer shall discuss the performance issue with an employee in a setting, which is devoid of harassment. Any work improvement plan, which may be utilized, will be consistent with the performance issues, as objective as possible, with behavioral measurements identified and may be a precursor to discipline when appropriate. The employee shall continue to be held accountable for all job expectations while the work improvement plan is in effect.

Section 5. Internal Affairs Complaint Investigation. The County will follow the Professional Standards Manual.

- A. When the Sheriff chooses to investigate a complaint against an employee and the complaint is not of a criminal nature but concerns a violation of rules, policy or procedure, the Sheriff may, within ten (10) days of receiving the complaint, make reasonable preliminary inquiry to determine if a full investigation should be initiated. In addition to gathering physical evidence such as documents, recordings, etc. and reviewing the complaint, the subject of the complaint may be briefly questioned after being informed of the complaint and his/her right to association representation. If the Sheriff chooses to investigate a complaint, the Sheriff shall, within ten (10) days of receiving notice of the alleged misconduct, notify the employee of the allegations. If the employee is unavailable, then the Association will be notified of the allegations. The employee shall receive a copy of the complaint, and notification of the specific policy or policies alleged to have been violated. The employee shall be given an opportunity to provide information he/she deems relevant.
- B. If the employee has reason to believe that such a discussion might adversely affect his/her employment, he/she shall have the right to have a representative of his/her choice present.
- C. If the Sheriff chooses to remove the accused employee from his/her work assignment during the investigation, the employee shall be assigned duties not related to his/her normal work.

For no less than twenty-four (24) hours, the employee's shift and days off shall not be changed. After that, the employee may be assigned to a day shift Monday through Friday provided that the employee's total work hours for the week shall not be less than his/her regular scheduled shift hours.

- D. A good faith effort shall be made to complete the investigations within seventy-five (75) calendar days. In the event an investigation is not completed within seventy-five (75) calendar days of the employee being notified that an investigation is under way, the division commander or his/her designee shall notify the Association in writing that the investigation is not yet complete, the reasons why it has not been completed, and provide an estimated date of completion which shall comply with the timelines set forth in ORS 236.360(6). In the event an employee's conduct

becomes the subject of a criminal investigation, the investigation may be suspended until the criminal investigation is complete.

- E. If the charges are substantiated and disciplinary action is taken, the Sheriff must comply with Article 27, Discipline and Discharge. Only the specific policy or policies applicable to the conduct will be substantiated. Copies of all written reports, statements and the results of the investigation shall be provided to the employee and his/her representative.
- F. If the charges are unfounded, not sustained or exonerated, written notice shall be given to the employee and the Association within seven (7) days of the decision. Documents related to such charges shall not be placed in the employee's personnel file(s).
- G. Prior to being interviewed regarding an internal affairs investigation and allegations of the complaint for any reason, which could lead to disciplinary action:
 - 1. An employee shall be informed of the nature of the investigation and allegations of the complaint and whether he/she is a witness or a subject, if and when known; and, if a subject, be informed and given copies of any other information necessary to reasonably apprise him/her of the nature of the allegations of the complaint, unless to do so would jeopardize the credibility of the investigation.
 - 2. An employee shall be afforded an opportunity and facilities to contact and consult privately with a representative of the Association.
 - 3. Whenever delay in conducting the interview will not jeopardize the successful accomplishment of the investigation or when criminal culpability is not at issue, advance notice shall be given the employee not less than twenty-four (24) hours before the initial interview commences.
 - 4. The Association may tape record the interview with the employee.
- H. During any non-criminal investigation, which is an internal affairs interview, the representative of the employee shall be allowed to counsel the employee during the course of the interview. However, the representative shall not be disruptive of the interview. Also, the employee shall be allowed to take reasonable breaks during the course of the interview.
- I. The Sheriff recognizes that the Association may conduct its own investigation and indeed has an obligation to do so. The Sheriff will not interfere in any way with the Association's investigation.

ARTICLE 28 – LAYOFF

Section 1. For employees hired to the office before November 30, 2011, "county seniority" will be used for determining seniority for provisions of this article. For employees hired to the office on or after November 30, 2011, "office seniority" will be used for determining seniority for provisions of this article. In all cases, employees hired before November 30, 2011, shall have greater seniority than those hired after this date. As of February 13, 2015, a layoff list was established by agreement of the parties. This list is subject to modification as required by this section. Seniority of employees hired on the same date after the effective date of this contract will be determined by lot, provided that employees with prior certification will have greater seniority than employees without certification hired on the same date.

Section 2. The Sheriff may lay off an employee when the Sheriff determines it necessary to abolish a position or that a shortage of funds or work exists. Layoff shall be by specific job classification and shall be in ascending order (bottom to top) of an employee's seniority. An employee shall be given written notice of a pending layoff at least fifteen (15) working days before the effective date stating the reasons for the layoff, and the fact that an election to displace another employee pursuant to section 3 of this article must be made within six (6) working days of receipt of said notice.

Section 3. All layoffs shall occur in the following manner:

- A. The Sheriff shall determine the specific positions to be vacated.
- B. The Sheriff will notify, in writing, all affected employees and the Association at least fifteen (15) working days prior to the effective date of the layoff of all the employees in all affected classifications.

Section 4. Where an employee is laid off, that employee may elect to displace an employee in another job classification at the same or lesser pay range provided that the employee electing to displace another has greater seniority and is qualified to displace an employee. The Sheriff will at the time of layoff notification make known the qualifications of any position which an employee seeks to displace another. To be qualified, an employee must be able to pass the position's hiring standards including those in the essential job functions and any other prior established testing standards. For certified positions, the employee must possess any required certification at the time of the layoff.

An employee must notify the Sheriff of his/her decision to displace another employee within six (6) working days of receipt of said layoff notice. The employee displaced by this process must be the employee with the lowest seniority. An employee subject to layoff displacement may, in turn, invoke the displacement process described above, if such an opportunity exists.

For the purpose of this article,

- A. All deputy sheriff positions assigned to enforcement shall be considered as one job classification. This includes but is not limited to Deputy Sheriff Trainee Basic, Deputy Sheriff Trainee Intermediate, Deputy Sheriff Trainee Advanced, Deputy Sheriff Basic, Deputy Sheriff Intermediate, and Deputy Sheriff Advanced.
- B. All deputy sheriff positions assigned to institutions shall be considered as one job classification. This includes but is not limited to Deputy Sheriff Trainee Basic, Deputy Sheriff Trainee Intermediate, Deputy Sheriff Trainee Advanced, Deputy Sheriff Basic Certificate, Deputy Sheriff Intermediate Certificate, and Deputy Sheriff Advanced Certificate.
- C. Each other job classification within the Marion County Sheriff's Office (Facility Security Aide 1, Facility Security Aide 2, Support Services Technician, Office Specialist 1, Office Specialist 2, Office Specialist 3, Corrections Nurse, Records Specialist, Forensic Science Technician, Evidence Officer, and Detective Secretary) shall be considered as separate job classifications.

Under no circumstances shall a non-MCLEA employee be allowed to displace a MCLEA member. If there is a vacancy, an employee may voluntarily demote into the bargaining unit.

Section 5. When an employee displaces another employee under the conditions set forth above, the employee taking the position will be paid the rate of pay within the pay range of the employee's new job assignment, which most nearly approaches the rate of pay actually earned in the job from which the employee was laid off.

Section 6. An employee, who has been laid off or who has displaced another employee, shall be placed in order of seniority on the layoff list. The term of eligibility of a laid-off employee shall be thirty-six (36) months from the date of layoff. Reinstatement shall be offered to those employees on the layoff list for the job classification from which they were either laid off or from which they displaced other employees in descending order from top to bottom of seniority possessed at the time of layoff. No new employees shall be hired until all employees, who have been laid off, are given a chance to accept recall to the County. Failure to accept recall within fourteen (14) days shall cause the loss of recall eligibility.

Any person, who is subject to section 6, shall promptly notify Marion County Human Resources of any change in his/her current address. Any recall notices sent by the county to the person pursuant to this article, shall be in writing and addressed to the last address. If the person does not receive the written mailed notice or does not respond within fourteen (14) days of this mailing, then the person waives all rights to recall under Article 28.

Section 7. When employees are laid off, reserves will not be employed on an extended basis to avoid recalling laid off employees.

ARTICLE 29 – GENERAL PROVISIONS

Section 1. No Discrimination. The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, creed, sex, disability, national origin, sexual orientation, Union membership, or political affiliation.

Section 2. Bulletin Boards. The Employer agrees to authorize the use of bulletin board space in convenient places to be used by the Association in communicating with the employees. The Association may at its expense, provide glass locking bulletin boards for its usage.

Section 3. Pursuant to the past practice, the electronic mail system and the fax machine may be reasonably used by the Association representatives for Association purposes.

ARTICLE 30 – TUITION ASSISTANCE

Section 1. Tuition aid is defined as full or partial payment or reimbursement for the costs of training sessions, classes or formal academic course work pursued on a part-time basis either during or after normal working hours.

Section 2. When an employee is assigned to attend, on a part-time basis, designated courses either during or after regular working hours, the employee shall be reimbursed for all of the costs of course registration and necessary travel expenses. Employees will cooperate in pooling rides when such pooling is available.

Section 3. Requests for tuition aid shall be submitted to the Sheriff for approval or disapproval prior to enrollment by the petitioning employee. Approved tuition aid will be provided for one-half (½) the cost of the course registration fee to the employees who successfully complete ("C" grade or better or a pass grade in pass/fail course) classes for the purpose of self-development, when such training will also be beneficial to the Employer.

Section 4. In instances where the work of the Employer will not be seriously handicapped by the temporary absence of an employee, a leave of absence without pay of appropriate duration may be granted by the governing body upon request. Request for such leave must be in writing. Leave granted under this section will normally not exceed one (1) year.

ARTICLE 31 – OUTSIDE EMPLOYMENT

The Sheriff may approve outside employment when such employment does not detract from the

efficiency of the employee's county work, and does not conflict with the interest of Marion County or is not a discredit to the county.

Requests for outside employment shall not be unreasonably withheld.

ARTICLE 32 – ASSOCIATION REPRESENTATIVES

Section 1. The employees in the bargaining unit shall be allowed association representatives. The Association shall notify the Employer of the employees who will act as association representatives.

Section 2. Association representatives shall be granted reasonable time off during regular scheduled working hours without loss of pay or other benefits to investigate and process grievances when such investigations and processing of grievances does not interfere with departmental operations.

Section 3. There shall be no reprisal, coercion, intimidation, or discrimination against an association representative for the conduct of the function described herein.

Section 4. For the purpose of this section, such association representatives shall be limited to twenty (20). The Association shall keep the Employer informed as to the names of employees designated as association representatives and stewards by sending a complete list of names to the human resources supervisor and to the division commander of those employees so designated.

Section 5. Release time shall be provided for no more than ten (10) employees to participate in negotiations as association representatives. Release time shall be paid at the employees' hourly rate for the actual time released from their regularly scheduled work for employees working a set schedule or for no more than actual time spent in negotiations for employees working a flexible schedule. No other pay shall be provided to any other employee for participating in negotiations. Negotiations as used in this section shall mean scheduled formal sessions with the management bargaining team, including mediation.

Section 6. Subject to the operating needs of the department, six (6) Association officers shall be granted unpaid leave, not to exceed two and one-half (2½) hours per month, per officer.

ARTICLE 33 – SETTLEMENT OF DISPUTES

Section 1. Grievance Procedure. Any grievance or dispute, which may arise between the parties with regard to the application, meaning or interpretation of this agreement shall be settled in the following manner:

STEP 1:

Should an employee or an association representative believe that his/her rights under this agreement have been violated, he/she shall, together with his/her association representative, file a written grievance within twenty-one (21) calendar days of the date of such grievance or knowledge thereof. The grievance shall be e-mailed or hand-delivered directly to the undersheriff. Grievances sent via interdepartmental mail will not be accepted. The grievance shall include:

- A. The name and position of the employee by or on whose behalf the grievance is brought;
- B. The date of the circumstances giving rise to the grievance and the date of the employee's first knowledge thereof, if later;
- C. A clear and concise statement of the grievance, including the relevant facts necessary to a full and objective understanding of the employee's position;
- D. The specific provision or provisions of the agreement violated;
- E. The remedy or relief sought by the employee; and
- F. The signature of the person submitting the grievance and such person's name and position if other than the aggrieved employee.

Within twenty-one (21) calendar days of filing the grievance, a meeting shall be convened between the grievant, the Association and the Employer to discuss the merits of the grievance. Each party is entitled to have as many individuals present at the meeting as are necessary to resolve the grievance. Within seven (7) calendar days of this meeting, the Sheriff or their designee shall submit his/her response in writing to the Association and the grievant by e-mail or hand delivery.

STEP 2:

If the grievance remains unsolved, the Association may submit, by e-mail or hand delivery, the matter to binding arbitration within fourteen (14) calendar days of the date the response was received or due to be received. Notice of the Association's intent to submit the grievance to arbitration shall contain an explanation of why the Association disagrees with the department's response. This response does not affect the Association's right to submit this issue to arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Association within seven (7) calendar days after notice has been given. If the parties fail to select an arbitrator, the state Employment Relations Board shall be requested by either or both parties to provide a panel of nine (9) arbitrators. Both the Employer and the Association shall have the right to strike four (4) names from the panel. The parties shall flip a coin to determine who shall strike the first name and then they shall alternate striking names until only one (1) name remains on the list. The remaining name shall be the arbitrator.

The arbitrator shall render a decision no later than thirty (30) calendar days after the conclusion of the hearing. The power of the arbitrator shall be limited to interpreting this agreement and determining if it has been violated and to resolve the grievance within the terms of this agreement.

The decision of the arbitrator shall be binding on both parties. The cost of the arbitrator shall be borne by the loser who must be designated by the arbitrator. Each party shall be responsible for the cost of presenting its own case to arbitration.

Section 2. The parties may agree to mediate all unresolved grievances with the assistance of the Employment Relations Board Conciliation Service. Mediation may be requested after the notice of intent to arbitrate is filed but before the arbitration date.

Section 3. Any or all time limits specified in the grievance procedure may be waived by mutual consent of the parties.

ARTICLE 34 – LIABILITY INSURANCE

Section 1. All members of the bargaining unit are covered by the provisions of the Oregon Tort Claims Act as amended.

Section 2. If criminal charges are filed against a certified employee acting within the course and scope of his employment, and the employee is found not guilty of all charges, either filed or presented to the judge or jury, the Employer shall reimburse the employee for all reasonable expenses connected with the defense of that case from the date of the filing of criminal charges or any lesser included charges.

The Employer shall not have to reimburse any criminal defense expenses if the employee is disciplined, inclusive of suspension without pay for not less than twenty-one (21) days or termination of employment for the conduct arising out of the criminal charges, either filed or presented to the judge or jury and said discipline is upheld through the grievance arbitration process.

ARTICLE 35 – DEFERRED COMPENSATION

The Employer agrees to continue a deferred compensation program if allowed by state or federal law.

ARTICLE 36 – DEPARTMENTAL RELIEF WORK

If the Sheriff determines it necessary to hire or use additional personnel for vacation, training or sick

relief, such replacement personnel for one (1) shift or less shall be selected from bargaining unit personnel, who are qualified and have indicated that they are available and willing to work extra for vacation, training or sick relief. If no bargaining unit personnel are available and willing to work, the position needing replacement may be filled as the Sheriff may otherwise determine. The Sheriff may refuse to offer such relief work where fatigue would impair the ability of the employee to adequately perform the work.

ARTICLE 37 – TRAINING

- A. A minimum of forty (40) hours of in-service training shall be mandatory for all DPSST certified personnel. Of the forty (40) hours of in-service training provided to DPSST-certified personnel, a minimum of twenty (20) hours of training shall qualify for advancement toward DPSST certification.

- B. For training scheduled by management:
 - 1. An employee may be scheduled for training on a regular day off. Within the same twenty-eight (28) day period, the employee will be scheduled for an additional day off, which will be the employee's "training adjustment day" or will be paid overtime. Whenever possible, the supervisor shall schedule these days on the employee's first or last day of his/her work week unless mutually agreed otherwise. If paid, training will be paid on an hour-for-hour basis and, if eligible for overtime pay under this agreement, will be paid at time-and-one-half. However, an employee ordered by a supervisor to train in a period of less than four (4) hours on a day off shall receive a minimum of four (4) hours overtime pay.

 - 2. The in-service training schedule and the "training adjustment day" shall be published thirty (30) days in advance of the training.

ARTICLE 38 – EXTRA WORK

Extra work shall be distributed equally, as is feasible, among employees who volunteer and are qualified to perform the kind of work required by the extra work assignment.

The sheriff or sheriff's designee shall send an electronic message to all employees on the established overtime list notifying them of all overtime that is known in advance. The list consists of employees who signed up to volunteer for overtime. Management and the Association will mutually agree on the practice or protocols in applying this article.

ARTICLE 39 – SCOPE OF AGREEMENT

This document constitutes the sole and complete agreement between the Association and the Employer and embodies all the terms and conditions governing the employment of employees in the negotiating unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, which is or may be subject to negotiation. Standards of employment related to wages, hours and working conditions that constitute mandatory subjects of bargaining shall be continued at not less than the level in effect at the time of the signing of this agreement.

ARTICLE 40 – DEMOTIONS INTO THE ASSOCIATION’S BARGAINING UNIT

The Sheriff may elect to demote for cause or budgetary reasons a certified supervisor to deputy sheriff or a civilian supervisor who has experience in a represented position as a department employee provided there is a vacant position available. No association member will be laid off, directly or indirectly, to allow a supervisor to demote into the Association’ bargaining unit.

ARTICLE 41 – SUBSTANCE ABUSE

Section 1. The parties agree there will be no random drug testing other than those employees required to maintain a commercial driver’s license (CDL).

Section 2. The Employer can only utilize drug testing if it has reasonable suspicion that an employee is under the influence of alcohol, drugs, or other controlled substances. When the Employer has reasonable suspicion, as defined in section 3, to suspect that an employee is under the influence of alcohol, drugs or other controlled substances, the Employer may require the employee to undergo both urine and blood specimens. Drug tests shall only be sent to laboratories certified by the United States Health and Human Services under the National Laboratory Certification Program and results reviewed by certified medical review officers (MRO) as outlined in 49 Code of Federal Regulations (CFR) Part 40. Contractor, laboratory, MRO shall follow all collection, testing and verification process outlined in 49 CFR Part 40. Any affected employee will be provided with paid release time to obtain a second test by his/her own physician. The Employer also reserves the right to test for use of controlled substances as a condition of initial appointment to any position involving law enforcement or Institutions personnel.

Section 3. Reasonable suspicion is defined as personal observations of unusual behavior, slurred speech, poor coordination, slow reaction time, unexplained or reoccurring accidents or injury, breath odor, and possession or use of a controlled substance during working hours.

Section 4. Whenever testing is required of an existing employee, the Employer shall notify the

association agent. The Employer shall provide the Association with information, facts, evidence, etc., which supports the need for testing.

Section 5. The Employer's Drug and Alcohol Use and Testing Policy shall not be interpreted in a manner that conflicts with this article.

ARTICLE 42 – FITNESS FOR DUTY TESTING

From time to time the Sheriff may require an employee to undergo psychological or physical evaluations to ensure an employee is fit to perform the duties of their position or to monitor the welfare of the employee after critical incidents. The Employer may require the employee to report to a physician or clinician to perform the evaluations. Prior to the evaluation, the employee will be given a written explanation, citing specific performance or behavioral issues requiring the need for a fitness for duty evaluation. If the reason for an evaluation is simply a statutory requirement, for example SB111, the written explanation will state that purpose. In all cases required evaluations will strictly be limited to bona fide business needs and never as discipline.

The physician or clinician will report the results of the test to the county and the employee. The only information, which the physician or clinician may release, is whether the employee is fit or unfit for duty or whether the employee requires modified work conditions. If the physician or clinician believes the employee is fit for duty but needs modified work conditions, the physician or clinician may indicate what modifications are necessary and the extent or duration projected of the modification. The physician or clinician will keep all data that has been made available to him confidential and not release it to any of the parties, except the employee and treating physician or clinician if requested in writing consistent with applicable state and federal regulations.

ARTICLE 43 – LIFE OF AGREEMENT AND TERMINATION

This agreement shall terminate June 30, 2022. If either party wishes to renew or modify this agreement as of its termination, the party shall give written notice of its intent to renew or modify to the other party by November 1, 2021. Negotiations shall begin at such time as agreed by the parties. The agreement shall remain in full force and effect during the period of such negotiations. There shall be no retroactive effect of any provision of this agreement, except as specifically provided.

Letters of Agreements

The parties agree that any current letter of agreement existing between the parties shall continue to be valid if attached to the new agreement by mutual agreement of the parties. Any letters of agreement must be signed by the chief administrative officer, department head, human resources or designee, and

the designated representatives of the Association to be valid. These agreements shall be attached and made part of the labor agreement. Any electronic copies of the labor agreement shall include all such letters of agreement.

ARTICLE 44 – SAVINGS CLAUSE

Should any section or portion thereof of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, be in violation of or made illegal through enactment of federal or state law, or upon mutual agreement of the parties, such decision shall apply only to the specific section or portion thereof, directly specified in the decision. Upon issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.

ARTICLE 45 – DEFINITIONS

Unless another meaning is specifically provided in a given article or section, the following definitions apply to these terms as used throughout this agreement:

“Continuous Service Date” is the first day of employment for all employees hired after the implementation of Marion County’s Oracle system on January 1, 1999. The county bases the continuous service date for employees hired before the implementation of the Oracle system on the time of the month in which the employee was hired. In this case, the continuous service date for an employee hired on the first of the month is the employee’s actual hire date. The continuous service date for an employee hired mid-month is the first of the month following the employee’s hire date. Continuous service date is subject to the following adjustments:

- adding one month for each calendar month during which the employee was on unpaid leave status for more than ten workdays.
- for prior service following reappointment within twelve months of separation under the Marion County Personnel Rules.
- adding one month for each calendar month during which the employee was off the payroll for more than ten workdays.

The Employer will not adjust the continuous service date for employees on unpaid military leave, Workers’ Compensation, or family medical leave.

“Continuous service” is county service unbroken by an absence without pay of more than ten workdays in a calendar month.

“County seniority” means length of service as measured by an employee's continuous service date.

“Day” means calendar day.

“Job assignment” refers to an employee’s job classification except where groups of employees within a job classification are assigned by the Sheriff a particular set of duties. Current examples of job assignments within a job classification include detectives, traffic team, work center, judicial security unit, jail deputy, patrol, marine patrol, forest patrol, community relations, contracts, jail records SST’s, civil/downtown records SST’s, and civil deputies. This definition does not alter the Sheriff’s right to modify, add or delete job assignments or duties within a job assignment or practices related to the need for gender-based staffing.

“Office” or “department” means the Marion County Sheriff's Office.

“Office Seniority” for bargaining unit members as of February 13, 2015, was established by agreement of the parties and is intended to be fixed as of that date. Accrual of office seniority after that date whether for current bargaining unit members, new hires or rehires shall be subject to the following rules: office seniority will include the length of time in a regular position within the Association’s bargaining unit and does not include time in a temporary position, in a regular supervisory position or another bargaining unit. Seniority of employees hired on the same day shall be determined by lot, provided that employees with prior certification within that discipline will have greater seniority than employees without certification hired on the same date.

The parties shall jointly prepare an office seniority list by July 1 each year to be used for annual shift/vacation bidding. For layoff, see Article 28 of this agreement.

“Pay period” is a designated bi-weekly period for calculating compensation.

IN WITNESS WHEREOF, the parties hereto have set their hand this 30th day of October 2019.

FOR THE ASSOCIATION

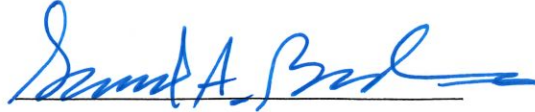


Jeremy Schwab
MCLEA President

FOR THE EMPLOYER

Not Present At Meeting

Kevin Cameron, Chair



Sam Brentano, Commissioner



Colm Willis, Commissioner



Jan Fritz
Chief Administrative Officer



Joe Kast
Marion County Sheriff



Colleen Coons Chaffins
Business Services Director