

*MORROW COUNTY*  
*SHERIFF'S ASSOCIATION*  
*COLLECTIVE BARGAINING AGREEMENT*

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*Expiration - June 30, 2026*

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## **PREAMBLE**

This Agreement is entered into by Morrow County, Oregon, hereinafter referred to as the "County," the Morrow County Sheriff's Office Association, as affiliated with Teamsters Local Union No. 223, hereinafter referred to as the "Association," and/or "Union/Association" and is intended to cover those items described in 243.650 (PECBA) for the bargaining unit hereinafter described.

The parties agree as follows:

## **ARTICLE 1 - RECOGNITION**

The County recognizes the Association, as affiliated with the Union, as the sole and exclusive collective bargaining representative of all the employees covered by this Agreement as defined by ORS 243.650 (PECBA).

The bargaining unit covered by this Agreement shall consist of all regular and probationary employees, employed for 20 hours or more per week whose job classification titles appear in the addendum hereof. Temporary and any other employees exempt from collective bargaining as defined by State statute shall be excluded.

A temporary employee under this Article is an employee hired to perform a specific project for a definite period of time not to exceed 11 months or to replace a bargaining unit employee who is on leave due to disability, for child care or other reason for the duration of such leave.

## **ARTICLE 2 - UNION SECURITY and RIGHTS**

**2.1 Association Membership.** All employees covered by the agreement are considered members of the bargaining unit. Employees have the right to join the Association at their own election.

### **2.2 Checkoff.**

A. The County agrees to honor and abide by the terms of any authorization agreement between the Union/Association and a bargaining unit member regarding deductions for dues, fees, assessments, or other authorized deductions to the Union/Association and its affiliated organizations and entities. The Union/Association shall certify to the County in writing the category and amount of money for each category to be deducted. The County will deduct the authorized monies per the County's procedures within each and every month.

B. The Union/Association will provide authorization forms for the County to distribute to employees upon request by an employee. The Union/Association will have opportunity during new employee orientation meetings (when held) to provide employees with authorization forms. In the event a bargaining unit member has questions about the terms of the authorization agreement, the County will advise that member that the authorization reflects an individual agreement between that member and the Union/Association and direct that member to the Union/Association to have those questions addressed.

C. The Union/Association will hold the original authorization agreement and will provide a copy which the County will retain in the employee's personnel file. Deductions shall begin the first full pay period following receipt of the written, signed authorization agreement by the County. The authorization shall remain in effect until and unless an employee revokes the authorization in the manner set forth in the authorization agreement.

D. The Union/Association will indemnify, defend, and hold the County harmless against any claims made and against any suit instituted against the County as a result of any County action taken pursuant to the provisions of this Section, excluding the costs of County's defense to enforce this indemnification provision which shall be the responsibility of the County. The Union/Association and the County each agree to reimburse any monies paid or not paid in error within 30 days of notification of such error.

E. All monies deducted pursuant to employees' authorizations will be forwarded to the Union/Association with an itemized statement at no cost to the Union/Association immediately (within up to three days) after every payroll.



## 2.3 Paid Work Time to Perform Certain Union/Association Activities.

A. In accordance with ORS 243.798, the County shall allow designated Union/Association representatives reasonable time to engage in the following activities during work hours and at the County's facilities, without loss of compensation, seniority, accrued leave or other benefits:

1. Investigate and process grievances and other workplace-related complaints.
2. Attend investigatory meetings and due process hearings.
3. Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings, and other proceedings before the Employment Relations Board.
4. Act as a representative for the purpose of collective bargaining.
5. Attend labor-management meetings (Section 2.6) held by a committee composed of County representatives, employees, and representatives of the Union/Association to discuss employment relations matters.
6. Provide information regarding the collective bargaining agreement to newly hired bargaining unit employees at orientation or at any other meetings that may be arranged for new employees.
7. Testify in a legal proceeding in which the designated Union/Association representative has been subpoenaed as a witness.
8. Perform any other duties agreed upon by the County and Union/Association in this Agreement or another agreement.

The County may not reduce an employee's work hours in order to allow reasonable time to engage in the activities listed above, except to prevent the employee from working unauthorized overtime hours.

B. For purposes of this Article, "designated representatives" includes Union/Association executive board officers and their designees as selected by the Union/Association; the representatives may also be referred to as "stewards" and the Union/Association will identify those representatives in writing to the County.

C. When feasible, designated representatives shall provide their immediate supervisor with notice of the need to perform the activities listed

above. There may be situations in which both parties agree that the circumstances do not require advance written notice.

D. The County shall not reduce a designated representative's work hours to accommodate the designated representative's performance of the activities listed above. However, a designated representative may request that their schedule be adjusted to allow the designated representative to perform the activities above during paid work hours; such requests are subject to operational needs and staffing levels. By way of example, a designated representative working night shift will be allowed to adjust their schedule to day shift as necessary to perform Union/Association activities.

E. The parties recognize that bargaining may occur outside of normal work hours. Designated representatives who attend a bargaining session outside of normal work hours shall be permitted to flex their normal work hours on the day of the bargaining session in order to attend the bargaining session on paid work time.

#### 2.4 Access to County Facilities and Equipment

In accordance with ORS 243.804, the County shall provide the Union/Association reasonable access to bargaining unit members.

A. The County shall provide the Union/Association with no less than thirty (30) minutes and up to one hundred twenty minutes (120) to meet with new bargaining unit employees without undue interference. Such meeting shall occur within 30 calendar days from the new employee's date of hire. No employee shall suffer a loss in compensation or benefits as a result of participating in or attending the meeting.

B. The Union/Association shall be permitted reasonable access to meet with employees during the employees' regular work hours at their regular work location to investigate and discuss grievances, workplace-related complaints, and other matters relating to employment relations, without loss of compensation or benefits to any employee, including any designated representative attending the meeting.

C. The Union/Association shall have the right to use the County's facilities to conduct Union/Association meetings.

D. The County's electronic mail system may be used by the Union/Association for Union/Association-related communications including communications related to collective bargaining, investigation of grievances or other disputes relating to employment relations, and governance of the Union/Association.

E. The Union/Association may meet with employees as describe above at a time and place set by the Union/Association, provided that the meetings do not interfere with the County's operations.

F. Union/Association Representatives. Upon proper pre-notification, bona fide non-employee representatives of the Union/Association shall have access to the premises of the County during working hours to conduct Association business as long as County operation are not unduly interrupted.

## 2.5 Right to Receive New Hire Information

A. In accordance with ORS 243.804, the County shall provide the Union/Association with an editable Excel spreadsheet containing the following information for each employee in the bargaining unit:

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

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

## 2.6 Labor and Management Meetings.

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

## 2.7 Bulletin Boards.

The County agrees to provide adequate space on a bulletin board in the Sheriff's Office and at each outside office/annex for use by the Union/Association. The space at each location shall be no less than is currently allocated. All materials posted thereon by the Union/Association shall be on Association or Union letterhead stationery or otherwise clearly identified as originating from the Association or Union.

2.8 Statute Reference Regarding Time and Access. The minimum time and access referenced in this Article provided to the Union/Association shall be "reasonable", per ORS 243.798 and ORS 243.804.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

Except as otherwise specifically limited by the terms of this Agreement, the County retains all the customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the County or any part of it.

Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the County shall include the following:

- A. To determine the services to be rendered to the citizens of the County.
- B. To determine and to follow the County's financial, budgetary and accounting procedures.
- C. To direct and supervise all operations, functions, and policies of the department in which the employees in the bargaining unit are employed.
- D. To close or liquidate any office, branch, operations or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities so long as such action is not in violation with the provisions of this Agreement or implemented in an arbitrary, capricious or discriminatory manner.
- E. To manage and direct the workforce, including but not limited to, the right to determine the methods, processes, and manner of performing work; the right to make work assignments; the right to hire, promote and retain employees; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies.
- F. To determine the need for a reduction or an increase in the workforce.
- G. To establish, revise and implement the standards for hiring, classification, promotion, quality of work, safety, materials, and equipment.
- H. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
- I. To contract or subcontract work. However, in the event the County decides to contract out work traditionally done by the bargaining unit,

the County, will, upon timely Association notification, meet with the Association to bargain the impact pursuant to the Public Employee Collective Bargaining Act.

- J. To assign shifts, workdays, hours of work and work locations.
- K. To designate and to assign all work duties.
- L. To determine the need for and the qualifications of new employees, transfers and promotions.
- M. To discipline or discharge an employee for just cause as provided in Article 7 herein.
- N. To determine the need for additional educational courses, training programs, on-the-job training, and cross-training and to assign employees to such duties for such periods to be determined by the County.

## **ARTICLE 4 - STRIKES AND LOCKOUTS**

4.1 No Strike. As long as this Agreement remains in force, the Association or its members as individuals or as a group will not participate in any strike, work stoppage, slowdown or other restriction of work against the County. Violation of this Article shall fulfill just cause requirements for disciplinary action under the provisions of the discipline article herein.

4.2 Association Obligation. In the event of a strike, work stoppage, slowdown, picketing or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, during the life and duration of this Agreement, the Association and Union will immediately, upon notification from the Sheriff or the County governing body, attempt to secure an immediate and orderly return to work.

4.3 No Lockout. There will be no lockout of employees in the unit by the County as a consequence of any dispute relating to the provisions of this Agreement.

## **ARTICLE 5 - SETTLEMENT OF DISPUTES**

**5.1 Procedure.** Any dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement defined as a grievance shall be settled in the following manner:

**STEP 1.** The affected employee or employee representative shall communicate the grievance orally or in writing to the employee's most immediate supervisor not within the bargaining unit within 14 calendar days of the occurrence of the grievance or the date the employee knew or should have known, whichever shall occur later. The supervisor shall have 14 calendar days in which to respond to the grievance.

**STEP 2.** If the grievance is not resolved it may, within 14 calendar days of completion of Step 1 procedures, be presented to the Sheriff. Such presentation shall be reduced to writing and shall specify County action or inaction which is the cause of the grievance, the specific Article or Articles and Section(s) or paragraph(s) thereof alleged to have been violated and the remedy sought. The Sheriff will have 14 calendar days in which to make a response in writing to the grievance.

**STEP 3.** If the grievance remains unresolved, it may, within 14 calendar days of completion of action at Step 2 hereof, be submitted to the Board of Commissioners by submission of all memoranda and materials submitted or received at previous steps of this grievance procedure. The Board of Commissioners shall have 21 calendar days in which to respond to the grievance.

**STEP 4.** If the grievance is still unsettled after completion of Step 3, , and if the grievance involves discipline of a law enforcement officer (as defined in ORS 131.190), the moving party agrees to request an arbitrator consistent with Oregon Law (currently ORS 243.808) in accordance with the process established by the Employment Relations Board with simultaneous notice to the other party and within ten (10) working days after the conclusion of the above-applicable grievance steps.

If the grievance is still unsettled after completion of Step 3 and if the grievance does not involve discipline of a law enforcement officer (as defined in ORS 131.190), the Union may, within 14 calendar days of the written response of the County governing body under Step 3, submit the matter to final and binding arbitration as provided herein. The parties shall first attempt to select an arbitrator who is mutually acceptable. If within 14 calendar days from the request for arbitration the parties are unable to agree upon an arbitrator, the Oregon Employment Relations Board shall be requested to submit a list of 13

arbitrators. The party chosen by a coin toss shall strike the first name and the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator. The designated arbitrator shall set a time and place for a hearing which is agreeable to both parties.

For all grievances, expenses of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating its representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. The arbitrator shall have the authority to consider only a claim based upon a specific provision of this Agreement and shall have no authority to add to, modify or detract from this Agreement.

Any decision of the arbitrator within the scope of this Agreement shall be final and binding upon the parties.

5.2 Time Limits. All parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such limits, the following shall result:

- a) If the grievant or Association fails to respond in a timely fashion, the grievance may be filed and processed to Step 2 of the grievance procedure. The grievance will not be subject to arbitration and the Sheriff's response at Step 2 will be final and binding.
- b) If the County at any step fails to respond in a timely fashion, the grievance shall proceed to the next step.

The periods specified in this Article may be extended or modified only by mutual consent.

5.3 Determination of Merit. The provisions of this Article shall not be interpreted to require that the Association process any grievance through the grievance or arbitration procedure which it believes lacks sufficient merit.



## **ARTICLE 6 - PROBATIONARY PERIOD**

Every new employee shall serve a probationary period of 18 months, except that employees who possess the applicable Oregon DPSST certificate at the time of hire, shall serve a probationary period of 12 months. During the probationary period, the County shall have the right to discharge an employee for any reason, and the employee shall not have recourse to the provisions of Article 5 - Settlement of Disputes hereof. Except as provided for herein and elsewhere in this Agreement, probationary employees shall be subject to all provisions of this Agreement. Leave without pay and layoff time shall not be credited towards the probationary period and other time periods specified in this Article.

## **ARTICLE 7 - DISCIPLINE AND DISCHARGE**

**7.1 Standard.** No employee shall be disciplined or discharged except for just cause. Oral warnings are not considered to be discipline and may not be protested through the grievance procedure.

**7.2 Probationary Period.** This article shall not apply to any employee on probation as defined in Article 6 - Probationary Period.

**7.3 Imposition.** If the County has reason to discipline an employee, the County shall make reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the public.

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

- a) The employee shall be notified in writing of the charges or allegations that may subject them to discipline.
- b) The employee shall be notified in writing of the disciplinary sanctions being considered.
- c) The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing.
- d) At their request, the employee will be entitled to Association representation at the informal hearing.

**7.5 Just Cause Standards.** For the purpose of this agreement, except the definition and application of just cause for law enforcement officers (as defined in ORS 131.930) is subject to ORS 236.350, ORS 243.808, OAR 265-005-0010, and applicable State law, just cause shall be determined in accordance with the following guidelines:

- a) The employee shall have some warning of the consequences of their conduct unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.
- b) If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate.
- c) The County must conduct a reasonable investigation.

- d) It must be determined that the employee is guilty of the alleged misconduct or act.
- e) The discipline must be appropriate based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operation.
- f) The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

## **ARTICLE 8 - HOURS OF WORK**

**8.1 Hours & Work Week.** The regular hours of work each day shall be consecutive and include paid rest and meal periods. The regular workweek shall consist of not more than 5 consecutive workdays with 2 consecutive days off, or 4 consecutive workdays with 3 consecutive days off if a 4/10 schedule is adopted. Forty hours shall constitute a week's work.

**8.2 Work Schedule.** Work schedules indicating any change in the hours and days to be worked shall be communicated to the employee 72 hours in advance or all-time worked outside the originally scheduled work hours shall be paid at the overtime rate in accordance with 13.4 Overtime. 'Communicated' shall be defined as a call to the employee's personal phone or in-person contact. The foregoing shall not apply when a change in work schedule without 72 hours advance notice is due to inclement weather, an "Act of God" or other circumstance over which the County exercises no direct control or could not have reasonably anticipated.

**8.3 Meal Periods.** Subject to operational requirements on that specific date, each employees shall be granted up to  $1/2$  hour paid meal period while on duty. In the event a duty period is extended for a total of more than 14 continuous hours, an employee shall be granted a second paid meal period.

**8.4 Rest Periods.** Subject to operational requirements on that specific date, each employee shall be allowed a paid 15-minute rest period during the first half of his/her shift and a second paid 15-minute rest period during the second half of his/her shift. In the event a duty period is extended for a total of more than 10 hours, an employee shall be granted a third paid 15-minute rest period. In the event a duty period is extended for a total of more than 14 hours, an employee shall be granted a fourth paid 15-minute rest period.

Whenever reasonable with supervisor approval, employees may combine rest periods and meal periods.

**8.5 Expression Breaks.** In addition to the breaks previously listed, employees who need to express milk shall be granted reasonable breaks in accordance Sheriff's Office Policy 1030.3 (as of September 8, 2023). The County shall designate an appropriate location (not a bathroom) for the expressing of milk. Employees are eligible for expression breaks until their child reaches 18 months of age.

## **ARTICLE 9 – HOLIDAYS**

9.1 Full-Time Employees In lieu of holidays, each full-time employee shall receive 8 hours credit holiday time off for each full month. All paid time, including vacation and paid sick leave, shall be counted as hours worked for purposes hereof. All accrued but unused holiday time off shall be paid in cash at the employee's regular straight-time hourly rate with the employee's first paycheck in December and with the last pay for the fiscal year. Upon termination of employment, all accrued holiday time off shall be paid in cash at the employee's regular straight-time hourly rate.

9.2 Part-time Employees Part-time bargaining unit members shall receive prorated credit holiday time off, consistent with the conditions set out in Section 9.1 above, based on the average number of hours worked in the six (6) month period preceding the bi-annual holiday payday.

## **ARTICLE 10 - SICK LEAVE**

**10.1 Accrual.** Employees shall be credited with .0462 hours of sick leave for each hour worked (approximately 1 day per month) for full-time employees to a maximum of 960 hours (120 days). Holiday, vacation and sick leave time provided it was paid for as if worked, will be counted as hours worked for purposes of this Section.

**10.2 Utilization.** Employees who have completed one (1) full calendar month of employment may apply accumulated sick leave.

Sick leave that is properly utilized shall not be used against any employee for purposes of performance evaluation, selection for special assignments or promotion.

Sick leave may be used for any of the following reasons, consistent with allowable uses under ORS 653.616, as amended, which include:

a. For an employee's mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care.

b. For care of a family member with a mental or physical illness, injury or health condition, care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition or care of a family member who needs preventive medical care.

c. To care for an infant or newly adopted child under 18 years of age, or for a newly placed foster child under 18 years of age, or for an adopted or foster child older than 18 years of age if the child is incapable of self-care because of a mental or physical disability.

d. To care for a family member with a serious health condition,

e. To recover from or seek treatment for a serious health condition of the employee that renders the employee unable to perform at least one of the essential functions of the employee's regular position.

f. To care for a child of the employee who is suffering from an illness, injury or condition that is not a serious health condition but that requires home care or who requires home care due to the closure of the child's school or child care provider as a result of a public health emergency.

g. To deal with the death of a family member by attending the funeral or alternative to a funeral of the family member; making arrangements necessitated by the death of a family member, or grieving the death of a family member. Prior to using accrued sick leave for each of the purposes in this sub-section, employees may utilize Bereavement Leave in accordance with Article 12.6 – Bereavement Leave.

h. To seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's minor child or dependent, including preparing for and participating in protective order proceedings or other civil or criminal legal proceedings related to domestic violence, harassment, sexual assault or stalking.

i. To seek medical treatment for or to recover from injuries caused by domestic violence or sexual assault to or harassment or stalking of the eligible employee or the employee's minor child or dependent.

j. To obtain, or to assist a minor child or dependent in obtaining, counseling from a licensed mental health professional related to an experience of domestic violence, harassment, sexual assault or stalking.

k. To obtain services from a victim services provider for the eligible employee or the employee's minor child or dependent.

l. To relocate or take steps to secure an existing home to ensure the health and safety of the eligible employee or the employee's minor child or dependent.

m. In the event of a public health emergency pursuant to ORS 653.616(6).

Beyond the allowed uses provided by law, sick leave may also be used:

- By donating accrued sick time to another employee in accordance with the County's policy for sick leave donation (see Hardship Leave),
- When an employee is quarantined as determined by the County Health Officer.

In accordance with OAR 839-007-0000, family member means the employee's spouse or domestic partner; child or the child's spouse or domestic partner; parent (or is in a relationship of in loco parentis) or the parent's spouse or domestic partner; sibling or stepsibling or the sibling's or stepsibling's spouse or domestic partner; grandparent or the grandparent's spouse or domestic partner; grandchild or the grandchild's spouse or domestic partner.

10.3 Verification/Certification of Sick Leave. If an employee takes more than three consecutive scheduled work days of sick time for a purpose listed in Section 10.2 a-l, or if the County suspects the employee is abusing sick time, the County may request verification or certification of the need for leave, in accordance with ORS 653.626.

10.4 Notification. Employee shall provide notification of the use of sick leave in accordance with ORS 653.621(e) and the Sheriff's Office Sick Leave policy (as of September 8, 2023). When use of sick leave is foreseeable, the employee shall provide no less than 10 days advanced notice of the leave to their supervisor, or as soon as otherwise practicable. When the use of sick leave is unforeseeable, the employee shall provide notice to their supervisor as soon as practicable and must comply with the Sheriff's Office's Sick Leave policy (as of September 8, 2023) for requesting or reporting time off. The employee will ensure contact is made with their supervisor when sick leave is used.

10.5 Termination of Benefit. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason, except as provided by pension guidelines and the County will ensure unused sick leave is utilized to the maximum benefit to the employee upon retirement under the employer's specific retirement plan.

10.6 Limitations. No County employee shall be entitled to sick leave pay while absent from duty due to the following causes:

Inability to properly perform required duties because of intoxication;

Injury or illness for which the employee is or should be eligible for Workers' Compensation insurance benefits by reason of employment with an employer other than the County;

An on-the-job injury or illness for which the employee is eligible for Workers' Compensation insurance benefits as determined by SAIF. However, if such time loss injury is for less than 14 days, the employee shall be eligible for sick leave



benefits for the day of the injury and the following 2 days. The County shall also continue to provide for medical, life, and long-term disability protection as though the employee were working for the duration of the temporary disability.

## **ARTICLE 11 -VACATIONS**

11.1 Accrual. Vacation shall accrue in accordance with the following table:

<u>Years of Service</u>	<u>Accrual Rate Per Hour</u>	<u>Approx. Annual Accrual</u>
0 to 4	.0462	12 days
5 to 9	.0539	14 days
10 to 14	.0616	16 days
15 to 19	.0692	18 days
20+	.0769	20 days

All service credited for vacation accrued purposes must be continuous. In all cases, the actual accrual will be based upon hours actually worked, not an annual equivalent. Holiday, vacation and sick leave time provided it was paid for as if worked will count as hours worked for purposes of this section.

Vacation in the form of time off or cash payment shall not be granted to employees until after six months of service have been completed.

11.2 Maximum Accrual. The maximum number of hours of accrued vacation time that an employee shall be allowed to maintain shall be limited to 300 hours. Any employee who has accumulated 300 hours shall have no additional vacation time credited to his/her account until such time as his/her accumulated vacation time drops below 300 hours. However, if the Sheriff has, due to operational conditions, denied an employee's vacation request, the Sheriff shall, upon request of the employee, allow vacation to accumulate beyond the 300-hour maximum for a 90-day period.

11.3 Scheduling. Employees shall be permitted to request either a split or a single vacation. Vacation time shall be scheduled with the employee's supervisor. However, each employee will be permitted to exercise seniority only once each year. The Sheriff shall have the final determination of vacation times based on operations. To utilize vacation, an employee shall notify his/her supervisor of his/her scheduling request in writing on a form furnished by the Sheriff at least 2 weeks but not more than 6 months prior to the start of the requested vacation. Notwithstanding the forgoing, by mutual agreement between an employee and his/her

supervisor, vacation may be requested and approved outside of the timelines above. The supervisor will approve or deny the request within 5 working days of receipt thereof.

11.4 Work During Vacation Period. Any employee who is required to work during vacation period shall be paid for all hours worked at the rate of one and one-half (1<sup>1/2</sup>) times his/her regular rate of pay for the entire period of the originally scheduled vacation provided, however, such vacation had been previously approved in advance in accordance with the provisions of 11.3 Scheduling. The employee's vacation with pay shall be rescheduled to a future period.

11.5 Payment Upon Termination or Death. Upon termination or death of a regular full-time employee who has completed at least six months of employment, compensation for all accumulated vacation shall be paid to the employee or his/her heirs

## **ARTICLE 12 - LEAVES OF ABSENCE**

12.1 Protected Leaves (including OFLA/FMLA/PLO). Employees must use all accrued paid leave (such as vacation, holiday, sick leave, etc...) before going on unpaid leave status, unless prohibited by law.

Utilization of protected leaves such as OFLA, FMLA, and Paid Leave Oregon, will be at the choice of the employee.

Leave without pay will be approved in accordance with federal and state family leave laws. However, employees who have been employed by the County for more than 5 years will have an additional 90 days available upon request subject to operational needs as determined by the supervisor.

12.2 Other Leaves Without Pay. A leave of absence may be allowed at the discretion of the County.

A returning employee will not replace current employees but shall be placed in the first available opening in the position they took leave from.

12.3 Jury Duty. Regular full-time employees shall be granted leave with full pay, computed on the basis of 8 or 10 hours pay (as appropriate) at the employee's regular straight-time hourly rate, any time they are required to report for jury duty or jury service. Employees who are required to work a schedule other than day shift shall be allowed to flex their schedule to day shift during their jury service to ensure equal treatment for time off to serve on jury duty. An eligible employee shall endorse any jury fee (excluding mileage and meal allowances) to the County as a condition to the receipt of jury pay. If an employee is excused or dismissed from jury duty or service prior to noon, he/she shall promptly report for work. Any employee required to appear in court in connection with or arising from his/her duties with the County shall also be subject to the above provision provided that any employee appearing on behalf of an action against the County or on behalf of the Union shall receive such time off but shall not be compensated therefor.

12.4 Witness Duty Leave. Employees who are subpoenaed to testify in non-work-related legal proceedings must present a copy of the subpoena served on them to their supervisor for scheduling and verification purposes no later than 24 hours after being served. To cover absences from work, employees may request a schedule adjustment per Article 13 (flex time) or may use any available vacation time to cover their absence from work. Employees must use all accrued paid leave before going on unpaid leave status. If the employee does not have any accrued paid leave, the employee may apply for a leave of absence.

12.5 Domestic Violence Leave. Employees who need time off for Domestic Violence leave may request a schedule adjustment per Article 13 (flex time), may use any available vacation time to cover their absence from work, or may use sick leave in accordance with Article 10 if the absence is an allowable use under ORS 653.616 (Oregon Sick Time Law) to cover their absence from work. Employees must use all accrued paid leave before going on unpaid leave status, unless prohibited by law. If the employee does not have any accrued paid leave, the employee may apply for a leave of absence.

12.6 Bereavement Leave. Upon the death of a member of the employee's immediate family as defined below, employees shall be granted up to 40 hours of paid Morrow County Bereavement Leave, and may be followed by up to 40 hours of Accrued Sick Leave while off work due to OFLA (Oregon Family Leave Act) Bereavement. Immediate family member means any relative who has for the past year resided continuously in the household of the employee and mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, husband, wife, grandparents, grandchildren, stepparents, and stepchildren.

12.7 Paid Leave Oregon. If the County participates in the Paid Leave Oregon (PLO) program, it will apply to all members of the bargaining unit. The County will comply with the applicable laws and rules.

Employees will have the choice whether or not to apply for PLO. The County and the Union/Association recognize eligibility is determined by the State of Oregon

Upon request by the employee, an employee shall be allowed to utilize their accrued leave (of their own choice), to compensate for the difference between their state issued PLO benefits and their normal rate of pay received from the County, up to the maximum amount allowed by law.

If the County opts out of the PLO program, the County and the Union/Association agree to bargain the effects of the County's equivalent plan. In accordance with law, any equivalent plan must provide benefits that are equal to or greater than the benefits PLO.

12.8 Administrative Leave. Administrative Leave is when the County relieves an employee from job duties for non-disciplinary reasons. Employees on administrative leave shall continue to receive their regular pay and all benefits and accruals which normally would have been earned during their regularly scheduled shift(s) and all time on Administrative Leave will be considered time

worked for all purposes. With reasonable notice, the employee may be required to be available for investigations and interview.

## **ARTICLE 13 COMPENSATION**

**13.1 Wages.** Employees shall be compensated in accordance with the wage schedule attached as an Addendum to this Agreement and which is hereby incorporated into and made a part of this Agreement and employees shall also be paid all other compensation per this Agreement for which they qualify including but not limited to incentive pay and longevity pay.

In 2023, Morrow County developed a new County-wide Master Pay Scale. The Master Pay Scale includes Pay Grades and Pay Steps. Upon ratification, all classification titles will be changed to match those below, but the noted DPSST certification levels are not part of the classification titles.

Bargaining unit employees employed on July 1, 2023, and employed on the date of ratification will receive retroactive wage increases to July 1, 2023 based on the employee's new (upon ratification – by both parties) Pay Grade and Pay Step. Canine Handlers will also receive retroactive compensation for incentive pay to July 1, 2023, but all other incentives or differential increases will be effective the first pay period after ratification.

Pay Grades for classifications covered by this Agreement shall be:

<u>CLASSIFICATION</u> (with DPSST Certification Level Noted)	<u>PAY GRADE</u>
<b>Deputy Sheriff</b>	20
(Intermediate Certificate)	21
(Advanced Certificate)	22
<b>Parole &amp; Probation Officer</b>	19
(Intermediate Certificate)	20
(Advanced Certificate)	21
<b>Communications Dispatcher</b>	15
(Intermediate Certificate)	16
(Advanced Certificate)	17
<b>Work Crew Supervisor</b>	16
<b>Civil and Records Deputy</b>	15
<b>Administrative Assistant</b>	15

The Initial 2023 Pay Step Placement: Initial Step placement on the Master Pay Scale is based on the employee's current rate of pay. At a minimum, an employee's current base wage rate will be increased by 5%, and will be rounded up to the next Pay Step and will be awarded an extra step within the Pay Grade of the employee's classification.

After that calculation (after the 5% increase, the rounding-up to the next Pay Step and the awarding of an extra step), all employees who are then at Pay Step 7 or above will be awarded another extra step within the Pay Grade of the employee's classification as an Equity increase.

Each employee shall be on a Pay Grade and Pay Step in the Wage Scale, and this shall be the employee's base wage rate. Any incentive pay or other pay increase shall be applied on top of the base wage rate.

Advancement on the Wage Schedule: Employees will advance Steps on the wage schedule on the one-year anniversary date of the placement at their current Grade. Movement to a different Pay Grade due to an employee receiving an Intermediate or Advanced DPSST certification will also result in the employee moving one Step higher on the Step scale at the same time as the Pay Grade advancement (the employee will move up both the Pay Grade scale and the Pay Step scale). Achieving a higher Pay Grade due to DPSST certification is not a promotion or a job classification change.

b. Wage Increases in 2024 and 2025

Effective July 1, 2024 and July 1, 2025, the base wage rates in the Wage Schedule shall increase based on the Consumer Price Index U.S. City Average for All Urban Consumers for All Items prepared by the Bureau of Labor Statistics, with a minimum increase of two percent (2%) and a maximum increase of five percent (5%).

The increase will be calculated on the average of the monthly increases for the prior calendar year, rounded to the nearest 10 tenth. For example, if 2023 the monthly increases are as follows:

CPI	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2023	6.4	6	5	4.9	4	3.8	3.5	3.2	3	2.8	2.7	2.5

then the annual increase on July 1, 2024 would be 4.0%

c. Ratification Bonus.

Bargaining unit employees employed on the date of expiration for the prior agreement (June 30, 2023) and on the date of ratification will receive a one-time lump sum bonus of \$2,000. The ratification bonus will be paid on the County's second pay date after

ratification to all employees who qualified, regardless of employment status on the date of payment.

### 13.2 Placement on the Wage Schedule for New Employees.

**Placement of New Hires.** Except for Lateral Hires, new employees will normally start at Step 1 on the wage schedule.

**Placement of Lateral Hires.** A Lateral Hire is a newly hired employee who is already certified by Oregon's Department of Public Safety Standards and Training (DPSST) in their job classification (such as Deputy, 911 Communication Dispatcher, or Parole and Probation Officer). The Sheriff may, at their discretion, start Lateral Hires up to the top step of the wage schedule and Lateral Hires will be prescribed all incentive pay, certification pay and benefits consistent with the Lateral Hire's qualification and years of experience in their field.

13.3 New Classification. When any position not listed on the salary schedule is established, the County shall designate a job classification and pay rate for the position. If the position is appropriate to this bargaining unit, the Association shall be notified and shall be afforded an opportunity to meet and interim bargain. If the Association and County cannot agree on a rate for the classification, the Association may submit the issue to interest arbitration under ORS 243.698.

13.4 Overtime. Employees shall be compensated at the rate of time and one-half (1.5) the employee's regular rate of pay for work under the following conditions:

- a) All work performed in excess of 8 hours in any workday for employees working a 5/8 schedule and 10 hours in any day for employees working a 4/10 schedule.
- b) All work performed in excess of 40 hours in the established workweek of Monday at 12:01 a.m. through Sunday at midnight.
- c) All work performed on the sixth or seventh day of work in a regular work week or when a 4/10 workweek is in effect, all work performed on the fifth, sixth or seventh day in a regular workweek.
- d) All work performed during hours not scheduled at least 72 hours in advance except as provided in 8.2 Work Schedule.



Overtime pay shall not be paid when shift trades are mutually agreed between employees. The County must approve all shift trades.

13.5 Spousal Notice. The County will continue to assist in the notification of employee spouses when overtime not scheduled in advance is worked.

13.6 Flextime Agreement (FTA) as an exception to paid overtime. By mutual agreement between the employee and the supervisor, an alternative to the regularly scheduled day or workweek may be worked. A “flexed” schedule may change the starting and/or ending time of one or more workdays and may change the number of hours worked in a day or on several days. A flexed schedule will not, however, change the total number of hours worked in the established weekly work period for the affected employee. Notwithstanding the requirement of the overtime article and ORS 653.268, and as specifically allowed by ORS 653.269(5)(b), a flexed work schedule shall not result in the payment of overtime.

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

Overtime pay shall not be paid when shift trades are mutually agreed between employees. The County must approve all shift trades.

13.7 Defined Hours of Work. For purposes of computing, hours worked over 40 in a workweek, hours which are compensated but not worked because of vacation, sick leave, holiday observance, or any approved leave shall be considered as hours worked.

13.8 Callback. Employees called back to after going off duty shall be paid a 3-hour minimum or actual number of hours worked, whichever is greater at the overtime rate. This Callback provision will not apply when employees are called in early to work a regular shift, so long as the early work last until the start of the regular shift.

Employees shall be paid 2 hours, or the actual number of hours worked, whichever is greater, at the overtime rate for scheduled Court appearances.

13.9 No Pyramiding. In no event shall the County be required to provide compensation twice for the same hours.

13.10 Certification Pay. Deputies, Parole and Probation Officers, and 911 Communications Dispatcher personnel who possess an Intermediate or Advanced certificate from DPSST shall be placed on the wage schedule at the Pay Grade consistent with their certification level. Employees who receive their Intermediate or Advanced Certificate shall move to the appropriate Pay Grade on the wage schedule at the beginning of the next pay period after their certificate is granted by the DPSST.

13.11 Temporary Assignment. Employees temporarily assigned to do the work of a lower-paying classification shall not have their pay rate decreased. The provisions of this section shall not, however, prevent the County from assigning an employee the work and pay of a lower classification when the employee is unable to perform his regular job duties due to disability, lack of work (e.g., layoff), or for other reason.

13.12 Paychecks. Paychecks shall be issued every two weeks on Fridays. Prior to any change in the County's payday, the County must give at least 30 days' notice

13.13 Shift Differential. All employees assigned to any shift that begins at or after 5:00pm but before 5:00am will receive an additional \$.40 an hour for actual worked hours.

13.14 Promotion. Upon promotion to another position within the bargaining unit, an employee will be placed at the lowest step of the promotional salary range that provides a minimum five percent pay increase, not, however, to exceed the top step. Step increases shall be annual thereafter based on the anniversary date of the promotion.

#### 13.15 Incentive Pay

Employees shall receive incentive pay added to their base wages for all of the following designations:

a. Field Training Officer (FTO). A Deputy Sheriff, Parole and Probation Officer, or 911 Communication Dispatcher who is assigned or directed to act in the capacity as a FTO shall be paid an incentive of five (5) percent above their base wages only for the actual time spent in training and only with prior Department approval.

b. Certified Instructor. Any employee who is assigned or directed to act in the capacity as a Certified Instructor shall be paid an incentive of three percent (3%) percent above their base wage only for the actual time spent providing instruction and only with prior Department approval.

c. Detective. A Deputy Sheriff who is assigned as a Detective shall be paid an incentive of five (5%) percent above their baseline wage while assigned.

d. Canine Handler. A Deputy Sheriff who is assigned as a Canine Handler shall be paid an incentive of five percent (5%) above their baseline wage while assigned. The incentive pay for a canine handler is to compensate the handler for time spent in care and feeding of the canine above and beyond what takes place during work hours. The parties agree this is sufficient to meet the legal compensation requirements for the off-duty care and feeding of the canine. The County shall supply the dog's food and pay the dog's medical costs. The County will provide a secure kennel at the handler's residence for the canine and will pay for canine boarding when necessary. The County will provide a suitable patrol vehicle for the use of the canine handler. The County shall provide liability insurance for the actions of the dog. Training activities shall be conducted during on-duty time.

e. Bilingual. Any employee who has been determined to be proficient in languages specified by the Sheriff (which shall minimally include Spanish) shall receive a premium of five percent (5%) percent above their baseline wage.

The Sheriff shall establish criteria and a process to determine bilingual proficiency. All costs for initial testing, documentation, and retesting shall be borne by the County; however, the County will only test one time per calendar year. Employees may be required to recertify proficiency every five (5) years. The initial testing will occur no later than December 31, 2023.

### 13.16 Oregon Physical Abilities Test (ORPAT)

Participating in the ORPAT is voluntary. However, employees will be paid a bonus of \$500 up to one time per calendar year upon successfully completing an approved ORPAT.

An approved ORPAT is either a County-sponsored ORPAT or an ORPAT administered by an ORPAT certified instructor.

To successfully complete an ORPAT an employees must pass within the DPSST standard time of five minutes and thirty seconds. For a non-County ORPAT, the employee must submit proof to the Sheriff and the date of completion can be anytime in the same calendar year. The bonus will be paid the first pay period after passing or submission of proof of passing.

Participating in the ORPAT will not be considered working time (unless taken while on-duty and on a rest break or lunch period), and will not be considered hours worked for overtime.

13.17 Longevity Pay. Employees shall be compensated for longevity upon reaching the fifteenth (15th) anniversary of their hire date with the County and shall be paid an additional one percent (1%) on their base wage. Employees will receive an additional one percent increase (1%) on their base wage upon reaching their twenty-year (20th) and twenty-fifth (25th) anniversary dates.

## **ARTICLE 14 -SENIORITY**

14.1 Definition. Seniority shall be defined as follows:

- a) County Seniority: Total length of unbroken service with the County.
- b) Department Seniority: Total length of unbroken service with the Department.
- c) Classification Seniority: Total length of service within given job classification.

14.2 Loss of Seniority. Seniority shall be lost for the following reasons:

- a) The employee resigns.
- b) The employee is discharged.
- c) The employee retires
- d) The employee is laid off because of a reduction in force or lack of work for a period in excess of 18 months.
- e) The employee is absent from work for 25 consecutive hours from the start of the shift missed (i.e. 1 hour into the shift of the second consecutive workday missed) without notifying his/her supervisor or without being excused in advance by his/her supervisor, unless it can be affirmatively shown that the employee couldn't give such notice.
- f) Unless a reason satisfactory to the supervisor is given, failure to respond within 5 working days after receipt of a notice of recall from a layoff, or failing to return to work on the date specified in the notice. Such notice shall be sent by certified mail, return receipt requested, and marked "Deliver to Addressee Only", to the employee's last known address on file with the County.
- g) Securing other employment during a leave of absence, unless agreed to in advance by the Supervisor.
- h) While on layoff, failure to register in person or by mail with the supervisor or designee upon change of address, telephone number and at least once every 6 months during the period of layoff signifying his/her availability for recall.

14.3 Seniority Lists. Once a year, the County shall post, on the work area bulletin board, a seniority list.

14.4 Trial Period. An employee who is selected to fill a job opening shall serve the same probationary period that is specified for new employees in Article 6 hereof. However, in the event he/she is unable to satisfactorily perform the job within that period, he/she shall have the right to return to his/her most recent job classification with all seniority restored within that classification.

If the employee who was selected to fill the job opening has not completed his/her initial probationary period as specified in Article 6 hereof, the above specified probationary period and the probationary period specified in Article 6 shall run concurrently.

14.5 Layoff and Recall. In the event of a layoff of employees, selection of employees retained will be in accordance with the classification seniority within the affected job classification(s), so long as the senior employees possess qualifications, aptitude, and ability to perform the work equal to those of the employees laid off.

Only in the event of a layoff shall employees have bumping rights. An employee displaced from his/her job by reason of a layoff shall be entitled to bump or displace an employee in an equal or lower job classification, provided the displacing employee has greater department seniority and possesses qualifications, aptitude, and ability to perform the work equal to the employee he/she displaces.

In the event the Association considers the supervisor's above determination as to relative qualifications, aptitudes, and abilities to have been arbitrary or in bad faith, it may submit that question as a grievance for handling in accordance with the grievance procedure, commencing at Step 2 thereof.

Employees shall be recalled from layoff in the reverse order of the layoff as openings occur within the job classification to which the employee was assigned at the time of layoff.

## **ARTICLE 15 - INSURANCE AND RETIREMENT**

**15.1 Retirement.** The County agrees to participate in and maintain retirement plans, including participating in and fully utilizing any unused sick leave provisions of such plans, subject to the terms and conditions thereof as they apply to regular employees working 20 hours or more per week in the bargaining unit, as follows:

- a. **Defined Benefit Plan.** The County agrees to maintain its existing retirement plan for employees hired on or before June 30, 2020 and the formula for determining retirement benefits shall be 3% times years of membership, times average monthly earnings.
  
- b. **Oregon State Public Employees Retirement System (PERS).** employees hired on or after July 1, 2020, will be enrolled in PERS or its successor as determined by the State of Oregon. Each employee agrees to be subject to the terms and conditions and provisions of the PERS plan as it applies to employees in the bargaining unit. The employee agrees to pay the employee portion of 6%. Employees who are employed as Adult Probation Officers will be declared and maintained as “police officers” by the County as defined under ORS 238.005(19)(d) and (g) for PERS purposes.

**15.2 Health Insurance.** The County agrees to provide the following Oregon Teamster Employer Trust insurance plans, or substantially comparable plans, for employees covered by this agreement, if available:

Medical Plan GW  
Dental Plan 6  
Vision Plan 4

The County agrees to pay 90% of the annual premium, up to a 12% increase in premium from the prior year. Any premium increase over 12% from the prior year shall be the responsibility of the employee.

Employees are eligible for benefits upon having eighty (80) compensable hours in a month, or within 90 days of employment, whichever comes first, and coverage will become effective on the first of the month following eligibility, consistent with trust requirements. All Teamster bargaining unit employees that meet the requirements of the collective bargaining agreement providing for participation in the Trust are required to participate in the above-mentioned insurance plans.

15.3 Health Reimbursement Arrangement. The County shall contribute the sum of \$125.00 each month per eligible employee to a tax-exempt Health Reimbursement Arrangement (HRA) account, if available. The County shall make this contribution on behalf of any employee who participates in benefits under Article 15.2.

15.4 Life Insurance. The County agrees to provide \$20,000 in life insurance benefits and maintain the \$2,000 double indemnity life insurance currently in force or an equivalent life insurance plan.

15.5 Long-Term Disability Morrow County agrees to continue to provide the present or an equivalent long-term disability insurance plan.

15.6 Air Medical Transport Insurance. The County will purchase a standard annual family membership to an air medical transportation insurance plan for each employee in the bargaining unit. Initial policy application is to be made by the individual employees and will become effective as provided for in the policy. The County's commitment is limited to the cost of the premium. Any costs not covered by the insurance are the responsibility of the employee.



## **ARTICLE 16 - UNIFORMS AND WEAPONS**

16.1 Armed Personnel. The County shall furnish the following equipment at no cost to the employee: ballistic vests, handcuffs, badges, flashlights (and batteries as required) and all authorized force implements and belts/holsters/carriers for such implements and any other required equipment. Force implements include but are not limited to Tasers and Taser cartridges, pepper spray/mace, collapsible batons, handguns, spare firearms magazines, ammunition for all firearms, and a patrol rifle and shotgun for each vehicle (shotguns are optional at the employee's choice). At the discretion of the Sheriff, Parole and Probation employees may be issued a patrol rifle and shotgun. Ballistic vests will be at least threat level II, in good repair and not older than 5 years. The brand will be selected by the Sheriff. The Sheriff shall furnish the following clothing at no cost to employees: four each long sleeve wash and wear shirts, summer short sleeve wash and wear shirts and four wash and wear pants (the initial tailoring to be paid for by the Sheriff), one winter coat, one rain jacket (or one jacket only if the jacket is suitable for both winter and rain), and all name tags and patches. If the Sheriff implements a formal/Class A Uniform for uniformed personnel, all uniformed employees will be provided with a full formal/Class A Uniform. The Sheriff shall repair or replace all issued equipment and clothing (as required) at no cost to the employees. The Sheriff shall purchase Danner Uniform boots (capable of carrying a shine) and replace them on an as-needed basis not to exceed \$400. In the circumstance that the listed boots are not an adequate fit for the Deputy, substitute boots may be approved by the Sheriff. All clothing and equipment are to be in good condition and to fit the employee, in a manner becoming to professionals.

### 16.2 911 Communications Dispatcher, Civil Deputy and Administrative Assistant.

The Sheriff shall furnish, at no cost to the employees the following:

911 Communication Dispatcher: four (4) shirts and one (1) pair of pants. If the policy of allowing Communication Dispatchers to wear jeans is revoked at any time, the Sheriff shall provide three (3) additional pairs of pants to Communication Dispatchers. (The initial tailoring to be paid for by the Sheriff).

Civil Deputy: four (4) shirts and four (4) pairs of pants (The initial tailoring to be paid for by the Sheriff).

Administrative Assistant: four (4) shirts. If the policy of allowing Administrative Assistant to wear jeans is revoked at any time, the Sheriff shall provide three (3) additional pairs of pants to Administrative Assistant (The initial tailoring to be paid for by the Sheriff).

The Sheriff shall furnish any required equipment, and the Sheriff will repair or replace all issued equipment and clothing at no cost to the employees as needed.

The Sheriff will reimburse a 911 Communications Dispatcher or a Civil Deputy up to \$100 per year for approved footwear on an as-needed basis. (e.g. An employee receives a \$100 reimbursement on July 1 they will not be eligible for any further reimbursement until July 1, the following year.) Shoes shall be black in color.

All clothing is to be in good condition and to fit the employee, in a manner becoming to professionals.

### 16.3 Firearms

The County will furnish firearms to armed personnel and the County will be responsible for maintenance and repair of assigned firearms. It will be the employee's responsibility to make deficiencies known to the Sheriff. Each employee shall be responsible for the cleaning of his/her assigned firearms. Cleaning kits and supplies necessary for cleaning of the firearms will be made available without cost to each employee.

The County will furnish ammunition for authorized weapons.

### 16.4 Detectives

Deputies assigned to detective duties in the Criminal Division, upon request, shall be issued a clothing allowance for reimbursement up to a maximum of \$500 per fiscal year.

### 16.5 Termination of Employment.

It is expressly recognized and understood that title for all items issued remains with the County and that upon the termination of employment for any reason whatsoever, all items issued pursuant to this Article will be returned to the County or purchased from the County at the original purchase price paid by the County.

The loss of any assigned items by an officer as a result of negligence or wrongful and willful misconduct while in the execution of his/her duties or any loss of County property not arising out of the officer's conduct of his/her duties shall require replacement of such equipment with all cost attendant thereto borne by the employee.

## **ARTICLE 17 - SUBSTANCE ABUSE**

The bargaining unit agrees to abide by the County's drug testing procedures that were jointly developed by the Association and the County that are contained in the Health and Safety Article of the County Personnel Policies, with the following additional provisions unique to law enforcement personnel:

### **A. Illegal Activity:**

Any employee whose substance use or abuse would amount to a dischargeable offense, specifically an activity that could constitute a criminal offense, will not be eligible for rehabilitative treatment and counseling.

### **B. Off-the-Job Consumption of Intoxicants:**

Any employee responding to a callout who has consumed any intoxicant within eight (8) hours of said response shall advise his/her supervisor of the relevant circumstances pertaining thereto at the time he/she reports for duty. It shall then be the supervisor's responsibility to determine whether or not the employee shall be allowed to work and if allowed to work, under what, if any, limitations. Intoxicant shall be defined as alcohol and marijuana (THC) as well as prescription and over-the-counter medications that are lawfully prescribed and used in a manner consistent with a physician's instructions and/or medication warnings.

### **C. On Duty Use of Medications**

Employees are required to disclose the use of prescription and over-the-counter medications that contain warnings that the use of such medications could impair their ability to safely perform their job duties.

## **ARTICLE 18-SAVINGS CLAUSE**

Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific Article, Section or portion thereof, directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term thereof.

## **ARTICLE 19 – FREEDOM OF SPEECH and SOCIAL MEDIA**

19.1 Freedom of Speech. The County will have no policies that violate any employee's rights of freedom of speech, freedom of expression or freedom of association protected by the U.S. and Oregon Constitutions.

### 19.2 Social Media.

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

The parties agree employees are required to comply with the County's Employee Handbook, Section VII. Workplace Guidelines, "C. Social Media" (as of September 8, 2023).

The parties agree the policy permits the County to require an employee to produce content from his/her social media or internet account in connection with an investigation into potential misconduct, unlawful or unethical behavior, or policy or rule violations, when there is a reasonable link between the employee's suspected online or social media activity and the County's legitimate business interests, and when reasonable cause exists to believe that the employee's internet or social media activity constitutes, or provides evidence of, potential misconduct, unlawful or unethical behavior, or policy or rule violations.

## **ARTICLE 20 - MISCELLANEOUS**

**20.1 Use of Physical Force.** An employee involved in a use of physical force situation, with their representatives, will be allowed an opportunity to hear/view audio or video recordings created by the involved employee about the incident in the possession of the agency prior to providing a formal statement (written or verbal) after any use of physical force (which includes use of deadly force).

Employees involved in the use of deadly physical force will be allowed to consult with an attorney (or agent of an attorney) prior to being required to give an oral or written statement about the use of deadly physical force. Prior to such consultation, an employee may be required to immediately provide a very limited Public Safety Statement in order to assist with suspect identification, provision of medical care or secure perishable evidence. The right to consult with an attorney or agent will not unduly delay the giving of the public safety statement or hinder the immediate processing of an ongoing incident.

**20.2 Outside Employment.** Employees wishing to engage in off-duty employment must obtain written approval from the Sheriff prior to engaging in any outside employment. Employees must submit a written request which shall specify the name of the prospective employer, the job title of the position and a description of the nature of work to be performed. Upon receipt of such request, the Sheriff shall have the right to independently determine the nature of the employment being considered. In order to be approved, the Sheriff, at his/her sole discretion must determine the outside employment is: a) be compatible with the employee's County's duties; b) in no way detract from the efficiency of the employee in County duties; c) not take preference over extra duties required by County employment; and d) not present a conflict of interest, the potential of one, or the appearance of same.

Employees engaged in approved outside employment shall notify the County of changes in job title, duties or termination of outside employment.

It is understood that the Sheriff, with cause, may at any time revoke permission to hold outside employment. Such notification shall be by letter and, except in emergencies, 15 days' notice of termination shall be given.

**20.3 Video and Audio Recordings.** Employees will be allowed an opportunity to hear/view audio or video recordings created by the involved employee about the incident in the possession of the agency prior to writing any report.

## **ARTICLE 21 - TERM OF AGREEMENT**

This Agreement shall be effective upon ratification, except as otherwise provided herein, and shall remain in full force and effect through the 30<sup>th</sup> day of June 2026. Any specific compensation qualifying for retroactive to July 1, 2023 is expressly listed in Article 13.

This Agreement shall be automatically renewed from year to year beyond the expiration date unless either party shall notify the other in writing prior to January 1, of the expiring year or any subsequent year that it desires to modify this Agreement.

**EXECUTION OF AGREEMENT**

This agreement is executed this the 1<sup>st</sup> day of November, 2023 by the following parties:

FOR THE COUNTY

FOR THE ASSOCIATION



David Sykes, Chair

 9-29-23

Aaron Haak, President



Jeff Wenholtz, Vice Chair

 223 09292023

Teamsters Local 223  
Michael Mann, Union Representative

 9/29/2023

Teamsters Local 223  
Leslie Sloy, Secretary-Treasurer

Absent  
Roy Drago, Commissioner



# ADDENDUM

Morrow County 2023  
Teamster Pay Scale

7/1/2023

Position	Step	1	2	3	4	5	6	7	8	9	10	11	12	13
<b>Grade 15</b>														
Comms Dispatcher, Basic		\$ 22.05	\$ 22.90	\$ 23.85	\$ 24.80	\$ 25.79	\$ 26.43	\$ 27.09	\$ 27.77	\$ 28.46	\$ 29.17	\$ 29.61	\$ 30.05	\$ 30.50
Civil and Records Deputy		\$ 3,822	\$ 3,975	\$ 4,134	\$ 4,299	\$ 4,470	\$ 4,581	\$ 4,696	\$ 4,813	\$ 4,933	\$ 5,056	\$ 5,132	\$ 5,209	\$ 5,287
Administrative Assistant (P&P)		\$ 45,864	\$ 47,694	\$ 49,608	\$ 51,584	\$ 53,643	\$ 54,974	\$ 56,347	\$ 57,762	\$ 59,197	\$ 60,674	\$ 61,589	\$ 62,504	\$ 63,440
<b>Grade 16</b>														
Comms Dispatcher, Intermediate		\$ 23.00	\$ 23.92	\$ 24.88	\$ 25.88	\$ 26.91	\$ 27.58	\$ 28.27	\$ 28.98	\$ 29.70	\$ 30.44	\$ 30.90	\$ 31.36	\$ 31.83
Work Crew Supervisor		\$ 3,887	\$ 4,146	\$ 4,313	\$ 4,486	\$ 4,664	\$ 4,781	\$ 4,900	\$ 5,023	\$ 5,148	\$ 5,276	\$ 5,356	\$ 5,436	\$ 5,517
		\$ 47,940	\$ 49,754	\$ 51,750	\$ 53,830	\$ 55,973	\$ 57,366	\$ 58,802	\$ 60,278	\$ 61,776	\$ 63,315	\$ 64,272	\$ 65,229	\$ 66,206
<b>Grade 17</b>														
Comms Dispatcher, Advanced		\$ 24.02	\$ 24.98	\$ 25.98	\$ 27.02	\$ 28.10	\$ 28.80	\$ 29.52	\$ 30.26	\$ 31.02	\$ 31.80	\$ 32.28	\$ 32.76	\$ 33.25
		\$ 4,163	\$ 4,330	\$ 4,503	\$ 4,683	\$ 4,871	\$ 4,992	\$ 5,117	\$ 5,245	\$ 5,377	\$ 5,512	\$ 5,595	\$ 5,678	\$ 5,763
		\$ 49,962	\$ 51,958	\$ 54,038	\$ 56,202	\$ 58,468	\$ 59,904	\$ 61,402	\$ 62,941	\$ 64,522	\$ 66,144	\$ 67,142	\$ 68,141	\$ 69,160
<b>Grade 18</b>														
		\$ 25.09	\$ 26.09	\$ 27.13	\$ 28.22	\$ 29.35	\$ 30.08	\$ 30.83	\$ 31.60	\$ 32.39	\$ 33.20	\$ 33.70	\$ 34.21	\$ 34.72
		\$ 4,349	\$ 4,522	\$ 4,703	\$ 4,891	\$ 5,087	\$ 5,214	\$ 5,344	\$ 5,477	\$ 5,614	\$ 5,755	\$ 5,841	\$ 5,930	\$ 6,018
		\$ 52,167	\$ 54,267	\$ 56,430	\$ 58,666	\$ 61,048	\$ 62,566	\$ 64,126	\$ 65,728	\$ 67,371	\$ 69,056	\$ 70,096	\$ 71,157	\$ 72,218
<b>Grade 19</b>														
P&P Officer, Basic		\$ 26.21	\$ 27.26	\$ 28.35	\$ 29.48	\$ 30.66	\$ 31.43	\$ 32.22	\$ 33.03	\$ 33.85	\$ 34.71	\$ 35.25	\$ 35.76	\$ 36.30
		\$ 4,543	\$ 4,725	\$ 4,914	\$ 5,110	\$ 5,314	\$ 5,448	\$ 5,585	\$ 5,725	\$ 5,869	\$ 6,016	\$ 6,107	\$ 6,198	\$ 6,292
		\$ 54,517	\$ 56,701	\$ 58,968	\$ 61,318	\$ 63,773	\$ 65,374	\$ 67,018	\$ 68,702	\$ 70,429	\$ 72,197	\$ 73,278	\$ 74,381	\$ 75,504
<b>Grade 20</b>														
Deputy Sheriff, Basic		\$ 27.39	\$ 28.49	\$ 29.63	\$ 30.82	\$ 32.05	\$ 32.85	\$ 33.67	\$ 34.51	\$ 35.37	\$ 36.25	\$ 36.79	\$ 37.34	\$ 37.90
P&P Officer, Intermediate		\$ 4,748	\$ 4,938	\$ 5,136	\$ 5,342	\$ 5,555	\$ 5,694	\$ 5,836	\$ 5,982	\$ 6,131	\$ 6,283	\$ 6,377	\$ 6,472	\$ 6,569
		\$ 56,971	\$ 59,259	\$ 61,630	\$ 64,106	\$ 66,664	\$ 68,328	\$ 70,034	\$ 71,781	\$ 73,570	\$ 75,400	\$ 76,523	\$ 77,667	\$ 78,832
<b>Grade 21</b>														
Deputy Sheriff, Intermediate		\$ 28.65	\$ 29.80	\$ 30.99	\$ 32.23	\$ 33.52	\$ 34.36	\$ 35.22	\$ 36.10	\$ 37.00	\$ 37.93	\$ 38.50	\$ 39.08	\$ 39.67
P&P Officer, Advanced		\$ 4,965	\$ 5,165	\$ 5,372	\$ 5,587	\$ 5,810	\$ 5,956	\$ 6,105	\$ 6,257	\$ 6,413	\$ 6,575	\$ 6,673	\$ 6,774	\$ 6,876
		\$ 59,592	\$ 61,904	\$ 64,459	\$ 67,038	\$ 69,722	\$ 71,469	\$ 73,258	\$ 75,088	\$ 76,960	\$ 78,884	\$ 80,080	\$ 81,286	\$ 82,514
<b>Grade 22</b>														
Deputy Sheriff, Advanced		\$ 29.96	\$ 31.16	\$ 32.41	\$ 33.71	\$ 35.06	\$ 35.94	\$ 36.84	\$ 37.76	\$ 38.70	\$ 39.67	\$ 40.27	\$ 40.87	\$ 41.48
		\$ 5,193	\$ 5,401	\$ 5,618	\$ 5,843	\$ 6,077	\$ 6,230	\$ 6,386	\$ 6,545	\$ 6,708	\$ 6,876	\$ 6,983	\$ 7,064	\$ 7,190
		\$ 62,317	\$ 64,813	\$ 67,413	\$ 70,117	\$ 72,925	\$ 74,755	\$ 76,627	\$ 78,541	\$ 80,496	\$ 82,514	\$ 83,762	\$ 85,010	\$ 86,278