

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**THE LINCOLN COUNTY
DEPUTIES ASSOCIATION**



AND

**THE LINCOLN COUNTY BOARD
OF COMMISSIONERS**

AND

THE LINCOLN COUNTY SHERIFF



EXPIRES JUNE 30, 2009

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APPENDIX "A"

PREAMBLE

This Agreement is entered into by the Lincoln County Board of Commissioners, hereinafter referred to as the “Board,” and the Lincoln County Sheriff, hereinafter referred to as the “Sheriff,” and the Lincoln County Deputies Association, hereinafter referred to as the “Association.” The Board and Sheriff recognize that the Association may affiliate with any person or organization of its choosing for the purpose of contract negotiation and administration.

The purpose of this Agreement is to establish rates of pay, hours of work, fringe benefits, conditions of employment, and 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 operation of the Lincoln County Sheriff’s office as set forth in ORS Chapters 204 and 206. Based on the above division, it is further understood that compliance with the terms of this Agreement is either the responsibility of the Board, Sheriff, or both parties, depending on the specific terms of the Agreement.

ARTICLE 1

RECOGNITION

Section 1.

The Board and Sheriff recognize the Lincoln County Deputies Association as the exclusive bargaining representative for the bargaining unit. The bargaining unit consists of all permanent deputies and employees of the Sheriff who are regularly scheduled to work 20 or more hours per workweek, but excludes “supervisory” and “confidential” personnel and members of the Sheriff’s Reserves. “Regularly scheduled to work 20 or more hours per workweek” does not include part-time employees who are occasionally or incidentally scheduled to work more than 20 hours per workweek.

Section 2.

All references to employees in this contract include both sexes and include deputies as well as other employees.

ARTICLE 2

MANAGEMENT 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 or the grievance procedure. By way of illustration and not of limitation, the following are listed as such management functions:

1. The determination of the governmental services to be rendered to the citizens of Lincoln County.
2. The determination of the County's financial, budgetary, accounting and organization policies and procedures.
3. 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.
4. 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 (for just cause), transfer, and retain employees; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the departments or divisions; 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 departmental rules, regulations and procedures; the right to take all necessary action to carry out its mission on emergencies.

ARTICLE 2: MANAGEMENT RIGHTS (continued)

5. To contract or subcontract work as may be determined by the Board and/or Sheriff, provided that as to work which has been previously and regularly performed by employees in the bargaining agreement, the County agrees to bargain the impact of the proposed changes before those changes are implemented. In addition, the County will encourage any contractor or subcontractor to hire County employees who would be laid off due to this contract or subcontract.
6. To use volunteers or reserve deputies in any manner that does not require layoff of existing personnel.

Should the County or the Sheriff decide to change a past practice which is or impacts a mandatory subject of bargaining, before implementing such a change, the County and/or the Sheriff shall give a copy of its proposed new rule or policy to the Association and if the Association responds within fourteen (14) calendar days after receipt of such a change and requests bargaining, the County and the Sheriff agree to bargain the decision and the impact of the decision with the Association.

ARTICLE 3

ASSOCIATION RIGHTS

Section 1. Association Executive Board. Employees who are designated by LCDA By-Laws as the LCDA Executive Board. The members of the LCDA Executive Board shall be certified in writing to the County by the LCDA.

Section 2. The Executive Board members certified by the LCDA may investigate and process grievances and other labor related matters during working hours, within reasonable limits and without loss of pay, providing it does not conflict with department operations. In order to ensure that there is no conflict with department operations an absence from duty for the purposes of investigating and processing grievances or other labor related matters, must be approved in advance by a supervisor.

The LCDA will exercise care to cooperate with the County to make sure there is no undue disruption to County operations caused by the operation of this section.

Section 3. LCDA Negotiations Team. Employees selected by the LCDA to act as association representatives for negotiations shall be known as the Association Negotiating Team. The names of employees so designated, up to a total of five (5) employees, shall be certified in writing to the County by the Association.

Section 4. Negotiating Team members may attend negotiation sessions and caucuses held at the same site up to one (1) hour before and during the sessions without loss of pay if held during working hours. Paid time or release time for negotiating sessions or caucuses will include all time in mediation sessions.

Section 5. County facilities may be used for Association activities according to building use policies when such facilities are available.

ARTICLE 4

SPECIAL CONFERENCES

Special conferences for important matters concerning the interpretation of this Agreement will be arranged between the Lincoln County Deputies Association President and the County or its designated representatives on request of either party. Such meeting shall be arranged in advance, and the agenda matters to be discussed at the meeting shall be presented at the time the conference is requested. Association representatives, not to exceed three (3), shall lose no time or pay for the time spent in such conferences unless attendance at such conferences, in the judgment of the Sheriff, requires the call-back of employment of other employees in order to provide the full coverage of duty assignments.

ARTICLE 5

BULLETIN BOARDS

The County agrees to furnish two bulletin boards for use by members of the Association and the Association itself. One bulletin board for patrol, civil and records personnel and one bulletin board will be for jail personnel, each of which is to be placed in mutually agreeable locations. The Association will limit its posting of information to such boards. The parties agree that the bulletin boards will be used to promote harmonious employer-employee relations and to keep the members of the Association better informed of its social, charitable and representation activities. The Association, at its option and its expense, may install glass-covered locking bulletin boards.

ARTICLE 6

DUES DEDUCTION

Section 1. Applications for Association membership shall first come to the Association. The Association will submit membership applications to the County. Association 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 from the Association to the County. If an employee cancels Association membership, the County shall immediately begin deducting fair share payments.

Section 2. The first calendar month of employment will be the first month from which deductions will be made. The aggregate deductions of all employees together with an itemized statement shall be remitted to the Association no later than the 10th of the month following the month for which the deductions were made subject to conditions beyond control of the County. The itemized listing of Association members shall reflect employee terminations, retirements, leave without pay, and return from leave without pay. Other voluntary payroll deductions may be made by the County, subject to the mutual agreement of the County and the Association.

Section 3. The County agrees to automatically adjust the dues amount (or fair share payment) for employees whose salaries increase or decrease during the term of this Agreement.

Section 4. The Association will indemnify, defend and hold the County harmless against any claims made or any suit instituted against the County on account of any payroll deduction for the Association. The Association will refund to the County any amount paid to it in error.

ARTICLE 7

FAIR SHARE

Section 1. All permanent employees covered by the terms and conditions of this Agreement shall become members of the Association or pay a fair share assessment which amount shall be certified by the Association to the County. The County shall inform all newly hired employees of the above requirement at the time of their employment.

Section 2. Bargaining unit members who exercise their right of non-association only when based upon a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, shall pay an amount of money equivalent to regular monthly Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Association. Such payment shall be remitted to that charity by the employee and this fact certified by the employee to the County within fifteen (15) calendar days of the time dues or fair share payments would have been taken out of the employee's paycheck. The County shall, within fifteen (15) calendar days of its receipt, send a copy of such certification to the Association. If an employee fails to provide certification to the employer by the 15th day, the County shall resume dues or fair share deductions until such notice is provided.

Section 3. The Association will indemnify, defend and hold the County harmless against any claims made against the parties or any suit initiated where the County is named in the claims or suit over the Association's assessment of the fair share amount.

ARTICLE 8

HOURS OF WORK

Section 1.

Workweek/Weekday. The standard workweek for full-time employment shall consist of one of the following, subject to the provisions of Section 3 of this Article:

1. Forty (40) hours of work based on five (5) consecutive eight (8) hour workdays;
2. Forty (40) hours of work based on four (4) consecutive ten (10) hour workdays; or
3. For Corrections, three (3) cycles of forty-eight (48) hours of work based on four (4) consecutive twelve (12) hour workdays, followed by four (4) consecutive days off and one cycle of three(3) consecutive work days with five (5) consecutive days off.
4. For Patrol, a cycle using twelve (12) hour shifts if subsequently agreed to by the Association through a Memorandum of Understanding.

Section 2.

Lunch Periods and Work Breaks. During each twelve (12) hour shift, personnel shall be scheduled for a paid thirty (30) minute lunch period and three (3) fifteen (15) minute paid rest periods without leaving their duty post.

During each full shift, civil and other office personnel shall be scheduled for a one (1) hour non-paid lunch period and two (2) fifteen (15) minute paid rest periods. When performing a full shift of field service, civil deputies shall be scheduled for a thirty (30) minute paid lunch period.

Patrol deputies will be allowed up to thirty (30) minutes of on-duty time for lunch at the discretion of the shift supervisor only when the deputy can be contacted and remains readily available to respond to duty if needed. Rest periods for patrol deputies are subject to approval of the shift commander and fifteen (15) minute rest periods shall be provided as close to the middle of each half shift as is practicable. Preparation for reporting for duty shall not be considered as part of the workday. Patrol deputies and corrections deputies shall be fully prepared for duty at the commencement of their shifts, exclusive of obtaining shift information.

ARTICLE 8: HOURS OF WORK (continued)

Section 3.

Alternative Workweeks. In addition to the standard workweek described above, the parties may agree to alternate work schedules. This agreement shall last for such period of time as determined and negotiated by the parties.

It is recognized that deputies assigned to the Lincoln County Interagency Narcotics Team have a need to work a 40-hour contingency workweek. Those deputies assigned to that team will be paid at a straight time rate for the first 40 hours worked during the employee's normal workweek, and at the appropriate overtime rate for hours in excess of the first 40 for the rest of that week.

Section 4.

Part-Time Employees. Notwithstanding any other provision of this contract, regular part-time employees who are regularly scheduled to work 20 or more hours per workweek: (1) Accrue vacation and sick leave under Articles 12 and 13 proportionate to the amount that would be accrued under regular full-time employment; and (2) Receive health and welfare benefits under Article 16 proportionate to the amount that would be received under regular full-time employment (a part-time employee who opts to receive medical benefits will pay a proportionate premium amount, based on full-time equivalency, which will be paid through payroll deduction, in addition to any insurance co-pay that may be required for the coverage chosen). Proportionate amounts are based on the latest Personnel Action form on file in the Finance Office on the 20th of the month being covered prior to the coverage month.

Section 5.

Shift exchanges: Two employees may agree to exchange shifts, provided such shift exchanges are approved by a Supervisor. Employees requesting a shift exchange shall complete the "Shift Exchange Request Form." Shift exchanges shall only be authorized on shifts when one (1) employee is already scheduled off. This will allow for staff to have the flexibility of time off on shifts when an employee has previously requested to use accumulated leave.

ARTICLE 8: HOURS OF WORK (continued)

Shift exchanges must be completed within thirty (30) days of the date of the first exchange. No overtime will be paid as a result of the shift exchange. Furthermore, management will not be expected to mediate or resolve any dispute arising between employees as a result of a shift exchange.

ARTICLE 9

OVERTIME AND HOLIDAY WORK COMPENSATION

Section 1.

Definition. Consistent with the provisions of Article 8 of this Agreement, each employee shall work one of the designated workweeks. Overtime and Holiday work includes:

(a) Overtime Work:

1. All work in excess of the regularly scheduled workday as provided in Section 1 of Article 8 of this Agreement and except as provided in Article 8, Section 3.
2. All work in excess of an employee's designated workweek.
3. All Mandatory Basic Certification training time in excess of forty (40) hours in an employee's designated workweek.
4. All work performed on the first shift following a rotation of shifts when the interval between such shift and the proceeding shift is less than eight (8) hours.

(b) Holiday Work:

1. All work performed on one of the recognized holidays.

Section 2.

Authorization for Overtime Work. The commanding officer or designee in charge of a division or shift is the only officer authorized to approve overtime by subordinates. An employee who performs unauthorized overtime work may be subject to disciplinary action except for circumstances beyond the control of the employee.

Section 3.

Call Back and Court Time. When an employee is called by Lincoln County to perform work or to appear in court as a result of work performed as an employee of Lincoln County, such employee shall be paid for a minimum of three (3) hours at the rate of time and one-half when such call-outs occur on off-duty time. For the purpose of this section, there must have been a break of more

ARTICLE 9: OVERTIME AND HOLIDAY WORK COMPENSATION (continued)

than one (1) hour between the completion of on-duty time and the time of the call-back or court appearance; otherwise, such time will be subject to contract provision for overtime pay. In addition, employees recalled less than three (3) hours prior to the start of their regular shift shall be paid only for actual hours worked and shall continue to work through the regular shift.

(a) This provision shall also apply to work performed previously for another law enforcement agency within one hundred (100) miles of Lincoln County, and for a maximum overtime liability of eight (8) hours per month.

(b) The provisions of this section shall also apply when an employee is specifically told to be ready for the possibility of callback or overtime work during their off-duty hours, and are restricted in any manner in their freedom of movement or action during this time.

Section 4.

Overtime Work and Holiday Compensation. Compensation for authorized overtime work shall be cash compensation at the rate of time and one-half. The hourly rate to be used in computing cash compensation for overtime work shall be based on the employee's regular rate plus any incentive increment the employee is receiving. Employees shall have the option, however, to accumulate up to a maximum of one hundred and twenty (120) hours per fiscal year of compensatory time off in lieu of cash. Such compensatory time is to be taken at times mutually convenient to the employee and the Sheriff. Overtime in excess of one hundred and twenty (120) hours shall be paid in cash and shall be included in the payment check for the month following the month in which it was worked. Unused compensation time will be paid in cash at the end of the fiscal year. However, forty (40) hours of compensation time may be carried over from year to year.

Section 5.

Overtime Distribution. Overtime work shall be distributed as equitably as practical among all employees within the same job classification. The Sheriff will have the final authority in assigning overtime work.

ARTICLE 10

HIGHER CLASSIFICATION WORK

Section 1. Any employee assigned to perform the duties of a position in a higher classification other than the employee's regular classification shall be paid at one (1) step above the employee's current salary rate for that position after fifteen (15) calendar days in such assignment for the remainder of the assignment retroactive to the beginning of the assignment.

Section 2. Any employee who is designated a temporary supervisor as provided for above shall remain a member of the bargaining unit as defined, except that the employee shall assume all the duties and be subject to the working conditions of other supervisors of similar rank for the duration of the appointment. Such temporary supervisory appointments are offered by the department on a volunteer basis.

Section 3. Any employee designated to act in the capacity of a field training officer (FTO) will receive a two and one-half percent (2.5%) pay increase for the time period they are so designated.

ARTICLE 11

HOLIDAYS

Section 1. In addition to regular pay for the time worked on a legal holiday, an employee shall receive premium compensation at time and one-half as provided in Article 9, Section 4.

Section 2. Should an employee be on authorized paid leave when a holiday occurs, that holiday shall not be charged against the employee's leave credit.

Section 3. If a holiday falls on a regularly scheduled day off, the employee will receive one (1) day additional cash compensation for such holiday at the employee's straight time rate or one (1) day's vacation accruals, at the employee's option.

Section 4. The following days shall be recognized as paid holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Veterans' Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Effective on July 1 of each year, each member of the Association will be credited with twenty-four (24) hours accrued vacation time which will replace the employee's birthday and the employee's personal day.

And any day appointed by the President of the United States and confirmed by the Governor of the State of Oregon and any day appointed by the Governor.

For the purposes of this Article, the above listed holidays shall be observed on the dates designated by the County.

Section 5. Notwithstanding the above, for those employees assigned to twenty-four (24) hour operations, holidays shall be observed on their calendar/recognized day.

ARTICLE 12

VACATION LEAVE

Section 1. Following completion of six (6) calendar months of continuous service, full-time employees shall be credited with forty-eight (48) hours of vacation leave. Thereafter, vacation shall be credited on the following basis:

Number of years of Continuous Service	Number of Vacation Hours Earned per month
1 through 5	8 hours
6 through 10	10 hours
11 through 15	12 hours
16 through 20	14 hours
21 and over	16 hours

The accumulation of vacation credit and charges against vacation leave accumulation shall be made on an hourly basis. Vacation leave may not be utilized in the calendar month in which it is earned.

As used in this Agreement, the terms “continuous month” and “calendar month” mean any full calendar month of employment during which an employee is on pay status (at work or paid leave) for sixteen (16) or more working days.

Section 2.

Accumulation of Vacation Credits. The maximum accumulation of vacation leave for any employee shall be equal to twice the employee’s current annual rate of vacation leave credit as provided in Section 1 of this Article. An employee who is about to lose vacation credit because of accrual limitations may, by notifying the appointing power five (5) days in advance, be absent to prevent loss of this time. Such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay. Vacation leave shall not accrue during leave of absence without pay, or educational leave with pay, the duration of which exceeds fifteen (15) calendar days. Any employee who is granted a leave of absence without pay for a period in excess of sixty (60) calendar days normally shall first be scheduled for any vacation leave that has accrued to the employee’s credit before being placed on leave without pay.

ARTICLE 12: VACATION LEAVE (continued)

Section 3.

Continuous Service. Continuous service is defined as service unbroken by separation from the County service, provided, however, that the time spent by an employee on educational or military leave shall be included as continuous service.

Section 4.

Scheduling Vacation. Insofar as possible, an employee shall be granted preference in scheduling vacation times. In order to minimize scheduling conflicts, employees will be encouraged to submit their vacation requests for the calendar year in January of each year. If an emergency arises and the employee is unable to take vacation leave as originally scheduled, another mutually convenient vacation period shall be scheduled. When more than one (1) employee desires the same period, the employee with seniority in the work unit shall have preference. Such exercise of seniority shall be limited to blocks of time off of five (5) days or more and shall be limited to one (1) selection of one (1) vacation period per each calendar year. No vacation request will be subject to the exercise of seniority preference unless it has been scheduled by the employee for thirty (30) days or more. Seniority as used in this section is determined by the length of an employee's continuous service with the County since the last date of hire, regardless of promotions. The County shall provide the Association with a copy of the seniority list in January of each year.

Section 5.

Termination Vacation Pay. A regular employee who has completed an initial six (6) month period of employment in a full-time permanent position and who subsequently is terminated or laid off shall be compensated for accumulated vacation leave. In the event of death, payment of such accumulated vacation leave shall be made to the surviving spouse, or if there be none, to the employee's estate. An employee who terminates or is terminated prior to completion of such six (6) months shall not be eligible for accumulated vacation pay.

ARTICLE 13

SICK LEAVE

Section 1. Full-time employees shall accumulate sick leave at the rate of four (4) hours per pay period. Sick leave may not be utilized in the pay period in which it is earned. Sick leave accumulated prior to the date of execution of this contract shall be credited to each employee's accumulated sick leave. Sick leave may be accumulated to a total of 1440 working hours. Sick leave shall not be paid upon termination or death.

Section 2. An employee may utilize earned sick leave credits when unable to perform assigned duties by reason of personal injury, illness or pregnancy or for necessary medical or dental care because of exposure to contagious disease, death or critical illness of an immediate family member which requires attendance of the employee. "Critical illness" is defined herein as: (1) a condition requiring hospitalization; (2) a condition or disease which requires the patient to be home, or stay in bed, and calls for the care and assistance of the member for the purpose of sustaining the patient's daily living activities. Notification of critical family illness should be submitted in advance where reasonable, but no later than five (5) days following return to work. Charges against accumulated sick leave shall be made on an hourly basis.

- (a) In the case of the employee's own injury or illness, the employee may be required to furnish a certificate issued by a licensed physician or practitioner or other satisfactory evidence of illness, where the County has reason to suspect abuse of sick leave privileges or where the absence from duty is seven (7) days or more.
- (b) Sick leave shall be authorized because of critical illness in the employee's immediate family, if the employee's attendance is necessary. Immediate family as used in this section means the employee's spouse, same sex domestic partner or parents, children, sister, brother, grandparent, grandchild, father-in-law, mother-in-law, other close relative who

resides in the employee's household and includes individuals requiring the care and support of the employee.

- (c) An employee shall be allowed leave not to exceed forty (40) hours of time off, including travel time, for a death in the employee's immediate family. Such time shall be charged to accumulated sick leave. Under exceptional circumstances, leave for death may be granted by the Sheriff or the Sheriff's designee upon death of a relative other than the employee's immediate family.

Section 3. Duration of Sick Leave. The duration of sick leave with pay due to a non-work related injury or illness shall continue as long as the employee receives full pay from the County based on accumulated leave credits. At the time leave credit is exhausted and the employee receives no salary from the County, sick leave without pay may be granted by the Sheriff for a reasonable period of disability, subject to the final authorization by the Board. If sick leave without pay is approved, the Sheriff may require periodic certification of the employee's physical condition from the attending physician or practitioner during the period of disability.

For the purpose of this section, a reasonable period means a period not to exceed thirty (30) days and that during, or at the conclusion of such period, the employee can be expected to return to the employee's former position.

Sick leave without pay may be approved for a lesser period, may be extended or terminated if, in the opinion of the Sheriff, it is necessary to fill the position with a replacement employee. Sick leave without pay shall only be approved for a period having a fixed date of termination and shall not be open ended.

For the purpose of this section, a reasonable period means a period not to exceed thirty (30) days and that during, or at the conclusion of such period, the employee can be expected to return to the employee's former position. However, this contract shall be interpreted so as to conform with the Americans with Disabilities Act of 1990, the Family Medical Leave Act of 1993, and the Oregon Family Leave Act.

ARTICLE 14

OTHER LEAVE

Section 1.

Leaves of Absence. Leaves of absence without pay for a limited period not to exceed thirty (30) days may be granted for any reasonable purpose as determined by the Sheriff and consistent with the needs of the County. Leaves of absence without pay will not normally be granted until paid leave is exhausted. Such leaves may be renewed or extended for any reasonable period. No leave will be granted to any employee to accept employment in any other capacity.

Section 2.

Jury Duty. Employees shall be granted leave with full pay anytime they are required to report for jury duty or as a witness other than in their capacity as a law enforcement officer; provided that such employees shall report for regular duty if jury or witness duty does not require a full shift. All jury fees and witness fees will be remitted to the County.

Section 3.

Educational Leave. After completion of one (1) year of service, an employee, upon request, may be granted a leave of absence without pay for educational purposes at an accredited school when it is related to County employment. The period of such leave of absence shall not exceed one (1) year, but it may be renewed or extended at the request of the employee, when necessary, upon approval by the Sheriff and County Commissioners. Employees may also be granted leaves of absence, with or without pay, for educational purposes for reasonable lengths of time to attend conferences, seminars and other functions of a similar nature that are intended to improve or upgrade the individual's skills or professional ability, provided it does not interfere with County operations.

Section 4.

Military Leave. Military, alternative service, and Peace Corps leave shall be granted in accordance with the Oregon Revised Statutes.

ARTICLE 14: OTHER LEAVE (continued)

Section 5.

Voting Time. The employee shall be permitted time off, not to exceed two (2) hours, to vote in general, primary and special elections if the employee's assigned work schedule does not permit time to vote.

ARTICLE 15

WAGES

Section 1. Compensation for July 1, 2006 – June 30, 2007 shall be increased 4.1% and shall be reflected in Appendix “A” of this Agreement. Compensation for July 1, 2007 – June 30, 2008 shall be as follows: Effective July 1, 2007, the salaries for employees shall be increased by an amount equal to the U.S. City Average CPI-W Index, January to January, with a minimum of two and one half percent (2 1/2%) and a maximum of five percent (5%). Compensation for July 1, 2008 – June 30, 2009 shall be as follows: Effective July 1, 2008, the salaries for employees shall be increased by an amount equal to the U.S. City Average CPI-W Index, January to January, with a minimum of two and one-half percent (2 1/2%) and a maximum of five percent (5%).

Section 2.

Administration of Compensation Plan

- (a) Rates of Pay: Each employee shall be paid one of the rates in the salary range for the class in which employed.
- (b) Entrance Salary: Normally an employee will be appointed or reinstated at the entrance rate for the class. If an appointing power believes it is necessary to make an appointment or reinstatement above the entrance rate, authorization must be obtained from the Board of County Commissioners. In determining such request, the Board shall give consideration to the qualifications of the candidate, availability of applicants and the resulting salary relationship with other similar positions.
- (c) Salary Increases: Salary increases are not automatic. The Sheriff shall recommend to the Board of County Commissioners step increases only for those employees who have demonstrated satisfactory standards of work performance.
 - (1) Eligibility for Salary Step Increases: A new employee or promoted employee shall be eligible for advancement to the next step of the salary range of the employee classification after six (6) full calendar months of satisfactory service in that class. Employees shall be eligible for an additional adjustment at the conclusion of twelve (12) full calendar months of continuous service following any in-range salary

adjustment. For the purposes of this clause, satisfactory service means that the employee rating shall average “standard” or above on the rating sheet employed by the Sheriff.

- (2) Exception Increases: The Sheriff may request the Board of Commissioners to approve an exception to the general rules regarding salary increases where circumstances warrant such action.
- (3) Educational Incentive: Employees shall be entitled to payment in addition to the foregoing for successful completion of educational and training levels as follows:
Intermediate Police or Corrections Officer Certificate from DPSST: two percent (2%) of base pay or fifty dollars (\$50.00), whichever is more,

OR

Advanced Police or Corrections Officer Certificate from DPSST: four percent (4%) of base pay or one hundred dollars (\$100.00), whichever is more.

The payment of such education incentive shall commence the first of the month following the employee submission of a copy of the certificate to the Sheriff.

- (4) Demotion: An employee who is demoted or reclassified to a class with a lower salary range for reasons which do not reflect discredit on the employee employment record may retain the same salary rate, unless such action would violate Section 2(a) of this Article. Demotion for cause should ordinarily result in a corresponding reduction in salary.
- (5) Transfer: When an employee is transferred to a different position in a class with the same salary range, the employee rate of pay and eligibility day for merit salary increases remains the same.

Section 3.

Educational Degrees. Employees who are not eligible for certification through DPSST shall be entitled to payment of:

- (a) Two percent (2%) of base pay or fifty dollars (\$50.00), whichever is more, for a job-related Associate’s Degree.
- (b) Four percent (4%) of base pay or one hundred dollars (\$100.00), whichever is more, for a job-related Bachelor’s Degree.

ARTICLE 15: WAGES (continued)

Section 4.

Reclass Requests:

If an employee feels that his/her position has been misplaced within the pay schedule, the employee should discuss his/her concerns with his/her supervisor. If the supervisor and/or the employee feel that the position is misplaced, they then should fill out a Position Review Form and submit it to the Personnel Department for review and submission to the Job Evaluation Committee for review and recommendation. If the review process determines that the position should be reclassified to a higher range, the employee will be placed in the new salary range at the step nearest to but not less than the employee's current salary. In no case will the employee be paid less than the minimum of the new range.

If the review process results in the position being placed in a lower pay range, no decrease in pay will occur, and the employee will be paid at his/her current salary rate (a redlined employee) until the new pay range increases to the employee's current level.

All position review adjustments shall be effective the first of the month following approval by the Board of Commissioners. The employee's anniversary date will remain unchanged.

Section 5.

The Job Evaluation Committee:

The Job Evaluation Committee will continue to review positions and make recommendations to the Board of Commissioners, who will make the final decision as to position placement.

Employees requesting review shall have the opportunity to appear before the Job Evaluation Committee to explain their position duties and job descriptions.

The Association will have the right to appoint its representative to the Job Evaluation Committee. The Board of Commissioners will approve and officially make all appointments to the Job Evaluation Committee.

ARTICLE 16

HEALTH AND WELFARE

Section 1. Medical/Vision. Dental and Life Insurance.

Effective July 1, 2006 the County will pay the full cost of the City County Insurance Services (CIS) Plan V-E PPP with the CIS Vision Option, and the CIS Dental Plan, including the CIS orthodontia rider, for each full-time benefit eligible employee. Should the premium costs for any year exceed twelve percent (12%) of the prior year's premium costs, the County may reopen the contract to renegotiate medical and dental benefits.

The County contribution for new employees will start at the second month with insurance available for employee purchase through the plan during the first month.

Section 2.

Employee Participation. An employee on leave without pay for sixteen (16) or more working days will be required to pay a prorated amount of the County's contribution for the premiums of the coverage listed in Section 1 based on the following calculations:

$$\frac{\text{Number of LWOP days in Month}}{\text{Number of workable days in month}} \times \frac{\text{Actual Premium Amount}}{\text{Amount}} = \frac{\text{Amount of Salary Withheld}}{\text{Amount}}$$

Such proration will not be effective for any leave without pay taken for the purpose of coordination with workers' compensation benefits for such period as the injured employee is also receiving a County salary supplement chargeable to accumulated sick leave.

Section 3.

Long-Term Disability. The County shall provide long-term disability insurance for each member of the bargaining unit.

ARTICLE 16: HEALTH AND WELFARE (continued)

Section 4.

Optional Insurance Coverages. Employees desiring to participate in other optional insurance programs authorized by the County may do so at their expense on payroll withholding.

Section 5.

Retirement. During the life of this agreement, the County will continue to participate in the Public Employees Retirement System (PERS) as it applies to certified police and corrections officers or its successor, or its equivalent and the sick leave conversion program.

Employees not eligible for PERS participation shall be subject to the County retirement plan. Each employee who retires under the terms and conditions of the County retirement plan will be paid an amount of money equal to fifty percent (50%) of such employee's accumulated sick leave as of the date of retirement. With verification of the County Retirement Plan Administrator that the option is legal, the employee can select from among the following options:

- (a) To defer as much as possible into the Section 457 Plan OR
- (b) To defer as much as possible into the Section 401(k) Plan OR
- (c) To defer as much as possible into a combination of the two plans OR
- (d) To take the money as cash.

Section 6.

Liability Insurance. The County agrees to provide blanket liability insurance providing protection for possible claims arising out of any negligence from official acts as a police officer alleged against any employee. Such insurance shall also cover all costs, including attorney's fees, connected with proposed or threatened suits and negotiated settlements. The County, the Sheriff, and the County Commissioners assume no liability for punitive damages awarded against an employee.

Section 7.

Starting July 1, 2000 (or as soon as practicable after this agreement is effective), employees shall be entitled to enroll in the County's IRC Section 125 Plan for pre-tax treatment of payroll

ARTICLE 16: HEALTH AND WELFARE (continued)

deducted health insurance co-payments (if any) and for elective unreimbursed medical costs as allowed under the Plan and by law. Employees shall pay all fees as set by the Plan for elective contributions.

Section 8.

Post-Employment Health Plan. Association members may participate at the employee's own expense, in the Post-Employment Health Plan. The Association must elect to participate, and determine the level of participation, in accordance with the Plan and law, for all its members and convey its decision to the County. Employee participation can only occur in an open-enrollment period.

Section 9.

Criminal Defense Reimbursement. The County agrees to reimburse an Association member for the reasonable, usual and customary legal fees charged by an attorney as a direct result of criminal charges or a grand jury appearance against the Association member arising out of the Association member's involvement in the proper performance of duty as an employee for the County. The County's obligation of reimbursement is subject to the following:

- A. To receive reimbursement under this Article, the Association member must select an attorney from a list of attorneys that has been mutually agreed upon by the Lincoln County Deputies Association and the County. Neither party shall unreasonably oppose the inclusion of an attorney on the list. Within sixty (60) days of the execution of this Agreement, the Association shall submit to the County the names and professional biographies of the attorneys the Association proposes for inclusion on the list. If the County Counsel does not object, in writing, to an attorney on the list within twenty (20) working days, the attorney shall be included on this list. The names on the list shall be reviewed every six (6) months upon the request of either party. If no attorney on the list is available to represent an Association member, the Association member may obtain another attorney of choice, however, the County's obligation to reimburse will arise only if the County receives written notice of the selected attorney from the Association within three (3) calendar days of the

Association member or Association learning of the lack of availability of an attorney from the predetermined list.

- B. Following the initial meeting between the Association member and the attorney, the Association shall arrange for the attorney to provide the County, at no cost to the County, a preliminary estimate of the anticipated legal fees, costs and expenses. This preliminary estimate shall be directed to the County Council, the Sheriff, and the Association.

- C. Before becoming obligated under this Article, the County shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of the time spent and a brief description of the purpose of such time. The attorney shall account for and value time at the attorney's most favorable rate, not to exceed \$160.00 per hour. If the County, in its discretion, feels the charges exceed the reasonable, usual and customary fees normally charged, the parties shall submit the matter to the Oregon State Bar Fee Arbitration program for resolution. The decision of the OSB fee arbitrator or arbitration panel shall be final and binding as to the County's obligation under this Article. Under no circumstances shall the provisions of this Article give rise to a claim of any sort against the County by the attorney retained or selected by the Association member.

- D. Reimbursement will not be made in those instances where:
 - 1. The Association member is convicted by verdict or plea, or pleads no contest to any criminal charges arising out of the incident;

 - 2. The Department sustains any disciplinary charge(s) on the basis of the Association member's actions which formed any part of the basis for the possible criminal liability unless the Department's disciplinary action is wholly set aside on grievance appeal;

3. The County shall have no obligation to reimburse an Association member, the Association or counsel for the Association for costs or legal fees in any instance where the Association member or the Association elect to have counsel for the Association represent the Association member involved in the incident at any stage of the criminal proceeding, including, but not limited to, any grand jury proceeding;
 4. The County shall have no obligation to reimburse an Association member, the Association, or counsel for the Association for costs or legal fees associated with representation at pre-disciplinary procedures; and
 5. The County shall have no obligation to reimburse an Association member, the Association, or counsel for the Association for fees associated with representation at or in conjunction with the filing of a civil claim, except in accordance with the indemnity requirements of the Oregon Tort Claims Act.
- E. Any reimbursement required by the County shall be made only at the conclusion of all criminal and disciplinary proceedings against the Association member relating to or arising out of the incident and are subject to the following monetary maximums:
- A. Legal fees relating to a grand jury investigation and/or appearance: \$5,000.
 - B. Legal fees relating to post-grand jury indictment or other charging instrument: an additional \$5,000.

ARTICLE 17

WORKERS' COMPENSATION

Section 1.

Coverage. Employees shall be insured under the provisions of the Oregon State Workers' Compensation Act for injuries received while at work for the County.

Section 2.

Day of Injury. The day of injury shall be considered a workday, and the employee will receive the normal salary for that day.

Section 3.

Integration with Sick Leave. The County, with the consent of the employee, may deduct from sick leave payments to the employee amounts equal to benefits received by the employee under the Workers' Compensation Act, with respect to the same injury/illness that gave rise to the sick leave. Notwithstanding, the deduction of sick leave shall not exceed an amount determined by taking the employee's daily wage for the period less daily time loss benefits received under the Workers' Compensation Act, divided by the employee's daily wage.

Section 4.

ORS 656.210(3). No disability payment is recoverable for temporary total disability suffered during the first three calendar days after the worker leaves work as a result of the compensable injury unless the total disability continues for a period of 14 days or the worker is an in-patient in a hospital. If the worker leaves work the day of the injury, that day shall be considered the first of the three-day period.

ARTICLE 17: WORKERS' COMPENSATION (continued)

Section 5.

Duration of Workers' Compensation Leave. The duration of a leave of absence which results from an on-the-job illness or injury shall be limited to eight (8) months if, in the County's opinion, it appears that the employee can reasonably be expected to return to County employment. In forming its opinion, the County shall consider doctors' reports and other medical evidence submitted on behalf of the employee. The County shall act in good faith in this matter.

Section 6.

Light Duty Program.

- (a) Light duty shall be available to members of all divisions in the department when:
 - (1) The injury or illness was sustained during the course of employment;
 - (2) A member becomes pregnant and cannot function in her regular position due to the potential danger involved in her work;
 - (3) A member is recovering from an injury or illness that was not sustained during the course of employment, when there is a position available.
- (b) During his/her light duty assignment, an employee shall remain at the pay rate applicable to his/her regular job at the time that the injury or illness was sustained for a period of thirty (30) days, if:
 - (1) The injury or illness was sustained during the course of employment;
 - (2) The employee becomes pregnant and cannot perform her regular job due to the possibility of physical harm inherent in the position.
- (c) A member recovering from an injury or illness that did not occur during the course of employment shall be paid at the rate applicable to that of the alternative job.
- (d) Light duty shall be extended up to six (6) months if required by the employee's attending physician.

ARTICLE 18

UNIFORMS

Section 1. If an employee is required to wear a uniform, such uniform shall be furnished to the employee by the County. The cost of the uniform, including initial tailoring, shall be paid by the County. Initial tailoring shall only include waist and length alterations at the time of issue. If an employee is required to carry specific equipment, all holders for said equipment shall be furnished to the employee by the County.

Section 2.

Uniform Maintenance

For those employees who are required to wear a uniform, the County will provide a maintenance allowance of fifty dollars (\$50) per month. The allowance is to be paid monthly. Employees shall maintain uniforms in a clean and presentable condition as prescribed by the Sheriff.

Section 3.

Required Police Equipment. The County will provide, at its expense, all police equipment required by the Sheriff. Such equipment will be the property of the County. Employees provide their own footwear and trouser belt.

Section 4.

Personal Property Damage. Employees shall be reimbursed up to three hundred dollars (\$300.00) per occurrence for damage to their wedding rings, glasses, footwear (excluding normal wear), and watches when such damage occurs in the performance of the employee's regular assigned duties as an employee of the Lincoln County Sheriff's Office and if such damage did not result from negligence on the part of the employee. Any claim for such damage must be submitted to the Sheriff within fifteen (15) days of the date the damage occurred. The Sheriff shall expeditiously process such claims and forward those approved for payment to the Board.

ARTICLE 18: UNIFORMS (continued)

Employees shall request restitution for personal property damage from the Court in those instances where the Court is considered to have authority to order such restitution. Employees who have received reimbursements from the County for personal property damage shall return to the County all monies subsequently issued to the employees as a result of Court order.

Section 5. The clothing allowance for plain clothes officers shall be three hundred dollars (\$300.00) for each six (6) months of continuous service.

ARTICLE 19

TRAVEL PAY

Section 1. When an employee is authorized to utilize the employee's personal vehicle in the performance of official County duties, the employee shall be compensated at a rate of not less than the IRS rate per mile.

Section 2. When an employee's duties require travel outside the County, the County agrees to reimburse the reasonable cost of lodging and meals.

Section 3. Employees shall receive mileage reimbursement for one (1) trip to and one (1) trip from each authorized DPSST school when the employee's private car is actually used. Notwithstanding, should the Sheriff call an employee back from a DPSST training session for work in the County, then the County will reimburse the employee for mileage for each mandated trip back and forth, if the employee's private vehicle is used.

ARTICLE 20

PERSONNEL RECORDS

Section 1. Employees shall have the right to review the contents of their own personnel file, upon oral request to the Personnel Office. An employee may request to be accompanied by an Association representative. Access to and release of information from an employee personnel file shall be provided in accordance with Oregon statutes.

Section 2. No material, which in any form can be construed, interpreted or acknowledged to be derogatory towards the employee, shall be placed into an employee's personnel record without a copy being given to the employee at the time of placement. Normally, proof that the employee has been given a copy will be obtained by having the employee sign or initial the file copy acknowledging receipt of a copy or by way of a statement by the supervisor that the employee has been shown the material and has refused to sign it.

Section 3. If an employee believes that there is material in the employee's personnel record which is incorrect or derogatory, the employee shall be entitled to prepare, in writing, an explanation regarding the particular material, and this shall be included as part of the personnel record.

Section 4. Letters of caution, consultation, warning, admonishment and reprimand shall be considered temporary contents of the personnel records and shall be removed if requested by the employee no earlier than one (1) year after they have been placed in the employee personnel record, unless there has been a reoccurrence of a similar nature.

Section 5. All letters and materials of commendation shall become a permanent part of the employee's personnel file and the employee shall be furnished a copy of all such material at the time it is placed in the personnel file.

ARTICLE 21

DISCIPLINE AND DISCHARGE

Section 1.

Employment Conduct Generally. The expected standard of conduct for employees shall be in the public interest as opposed to individual interests. Therefore, in order to render the best possible service to the general public and to reflect credit on the County service, high standards of conduct are deemed essential. The tenure of every employee shall be conditioned on good behavior and satisfactory performance of duties.

Section 2.

Discipline. Both parties recognize that the primary purpose of discipline is rectification rather than punishment. The Sheriff shall take appropriate disciplinary action in dealing with employee misconduct. The principles of progressive discipline shall apply where appropriate. The Sheriff shall proceed in good faith and fairness in all disciplinary matters and shall only discipline employees for just cause. If the Sheriff or a supervisor has reason to discipline an employee, the discipline will be carried out in a professional manner, free of harassment, embarrassment or intimidation. Furthermore, an employee's assertion of existing legal rights will be respected.

Section 3.

Cause for Disciplinary Action. Any action which is a hindrance to the effective performance of the departmental functions shall be considered good cause for disciplinary action. Improper action by an employee in an official capacity tending to bring the County into discredit or which tends to affect the employee's ability to perform or any improper use of the employee's position as an employee or personal advantage shall also be judged good cause. In addition, good cause includes, but is not limited to, the following:

- (a) Conviction of a felony;
- (b) Conviction of a misdemeanor which is related to the position held by the employee;

ARTICLE 21: DISCIPLINE AND DISCHARGE (continued)

- (c) Abuse of alcoholic beverages and other legal drugs which affect performance in the position held by the employee subject to the terms and conditions of Section 8 of this Article;
- (d) Partaking of intoxicating beverages while on duty, while in uniform or in a County-owned building;
- (e) Insubordination or disloyalty;
- (f) Inefficiency or incompetence;
- (g) Inattention to duty, tardiness, indolence, carelessness, or damage to or negligence in the care and handling of County property;
- (h) Improper or unauthorized use of County vehicles or equipment;
- (i) Claim of sick leave under false pretenses or misuse of sick leave;
- (j) Absence from duty without authorized leave;
- (k) Misconduct in the performance of duties as an employee;
- (l) The use or possession of illegal drugs.

Section 4.

Trial Service. Employees hired, promoted, or transferred to a position in the Sheriff's Office following the signing of this Agreement shall serve a twelve (12) month trial service period from their date of hire or promotion if they are already DPSST certified, or if no certification is required for their position, otherwise the trial service period shall be for a period of eighteen (18) months.

Section 5.

Application of Trial Service Period.

- (a) Trial service employees are prohibited from pursuing disciplinary and discharge actions through the grievance procedure of this Agreement. During the trial service period following initial employment, an employee may be terminated when the Sheriff determines that such action is in the best interest of the office.

ARTICLE 21: DISCIPLINE AND DISCHARGE (continued)

- (b) During a period of promotional trial service, an employee may be returned to the previously held classification when the Sheriff determines that such action is in the best interest of the department.

Section 6.

Grieving Disciplinary Action. The Association may enter a grievance concerning a disciplinary pay reduction, suspension and/or discharge of an employee who has completed the required period of trial service at Step 2 of the Grievance Procedure, Article 22 of this Agreement. The employee may request and shall be granted the right to have an Association representative present during any or all discussions between the County and the employee regarding a suspension or discharge unless immediate imposition of discipline is considered necessary by the Sheriff.

Section 7.

Resignation. To resign in good standing, an employee must give at least two (2) weeks' notice, unless, because of extenuating circumstances, the Sheriff agrees to permit a shorter period of notice. All accumulated compensatory time off and vacation leave earned shall be paid. Such time and leave credit shall not be used to extend the term of employment to earn additional benefits.

Section 8. The County does not condone use of illegal drugs nor does it condone the abuse of any drug.

- (a) If an employee is found to have violated Section 3(c) of this Article, and the violation is said employee's first proven violation, and disciplinary action other than termination results from the incident, said discipline shall be reduced one (1) step if the employee successfully completes a drug and alcohol rehabilitation program and there are no further incidents for a twelve (12) month period following the completion of the program. The Sheriff may require written verification that the employee has successfully completed the program, and the Sheriff may also require verification of all follow-up

counseling/meetings, etc., that the employee is required to attend as part of the rehabilitation process.

ARTICLE 21: DISCIPLINE AND DISCHARGE (continued)

- (b) If the employee is terminated, nothing in Section 8(a) of this Article shall be construed to deny the employee recourse to the contractual grievance procedure.
- (c) If an employee acknowledges to a supervisor that he/she has an abuse problem related to a legal drug and said employee requests assistance in obtaining treatment, no discipline shall result from the employee's acknowledgment of the problem. The County shall make its evaluation and treatment resources available to the employee.

Section 9. Association Representation in Interview and Discipline Process.

A. Any employee who will be interviewed at a disciplinary interview concerning an act which, if proven, could reasonably result in disciplinary action involving loss of pay or dismissal, will be afforded the following safeguards:

1. The employee and the Association will be informed that a formal investigation is commencing, unless the employee is under investigation for violation of the Controlled Substance Act, or violations which are punishable as felonies or misdemeanors under law, or if doing so would jeopardize either the criminal or administrative investigation
2. At least forty eight (48) hours prior to a disciplinary interview by the County of an employee, the result of which could be that the County may impose an economic sanction upon the employee as a result of the underlying incident, the employee and the Association will be informed, in writing, of the nature of the investigation and the specific allegations, policies, procedures and/or laws which form the basis for the investigation.
3. The employee shall be allowed the right to have an Association representative present during the interview which could reasonably result in disciplinary action involving loss of pay or dismissal. The opportunity to have the Association representative present at the interview shall not delay the interview more than four (4) hours, except for minor complaints

(incidents for which no more than a verbal warning may result) which may be handled immediately when a representative is not readily available. Additionally, if in the course of the interview for discipline that could result in discipline not involving loss of pay or dismissal it appears as if a more serious disciplinary problem has developed, the employee will be allowed up to four (4) hours to obtain a representative to be present at the interview.

4. All interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
5. The County shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except for emergencies. Where an employee is working on a graveyard shift, the County will endeavor to conduct the interview contiguously to the employee's shift, and the appropriate overtime or irregular hours payments shall be made to the employee.
6. The employee will be directed to answer any questions specifically involving the non-criminal matter(s) under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America.
7. The employee shall be entitled to such reasonable intermissions as may be requested for personal necessities.
8. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the County from questioning the employee about information which is developed during the course of the interview.
9. Interviews and investigations shall be concluded without unreasonable delay.
10. The employee and the Association shall be notified in writing of the results of any investigation, and for non-criminal investigations, those

results must be presented in writing to the employee and the Association within one (1) year from discovery by the County of the basis of discipline. If not, the employee will be exonerated of all charges.

B. Use of Deadly Force Situations. Employees involved in the use of deadly force shall be advised of their rights to and shall be allowed to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement.

This section shall not prevent informal inquiry following an event which will be formally investigated in order to ascertain what occurred to the best of the involved officer's ability to recall, provided however, that the County shall only rely upon the involved officer's formal interview statements for all administrative purposes.

C. Nothing in this Article or Section shall prevent the County from, at its determination, at any time placing an Association member on paid administrative leave pending completion of the investigation. The County shall not be required to provide the Association any advance notice of such action.

ARTICLE 22

GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties to this Agreement regarding the application, meaning or interpretation of this Agreement, may be settled as set forth below:

Step 1: The employee, with Association representation, shall, within fifteen (15) calendar days of the date of the occurrence of the alleged violation, submit the grievance in writing to the supervisor whose action is the subject of the grievance. Once a bargaining unit member files a grievance, the employee shall not be required to discuss the subject matter of the grievance without the presence of an Association representative.

The written grievance shall include:

- (a) The name of the employee in whose name the grievance is filed.
- (b) The date of the circumstances giving rise to the grievance and/or date of first knowledge that a grievance has occurred.
- (c) A statement of the grievance, including the provisions of the Agreement alleged to have been violated.
- (d) The remedy sought.
- (e) The signature of either the grievant or the grievant's Association representative.

The immediate supervisor shall respond in writing to the employee and his/her Association representative within ten (10) calendar days following receipt of such written report.

Step 2:

If the grievance still remains unsettled, the employee, with Association representation, may, within ten (10) calendar days after the written reply of the immediate supervisor is due, submit the grievance to the Division Commander (if the Division Commander is the immediate supervisor involved in Step 2, then the employee may skip this step and proceed directly to Step 3). The Division Commander shall, upon receipt of the grievance, arrange a meeting with the grievant and his/her Association representative within ten (10) calendar days. The Division

ARTICLE 22: GRIEVANCE PROCEDURE (continued)

Commander, after this meeting, shall respond in writing to the employee and the Association within ten (10) calendar days.

Step 3: If the grievance still remains unsettled, the employee, with Association representation, may, within ten (10) calendar days after the written reply of the Division Commander is due, submit the grievance to the Sheriff. The Sheriff shall, upon receipt of the grievance, arrange a meeting with the grievant and his/her Association representative within ten (10) calendar days. The Sheriff, after this meeting, shall respond in writing to the employee and the Association within ten (10) calendar days.

Step 4: If the grievance still remains unresolved, the Association may submit the matter to binding arbitration, except as provided by Section 1 below.

Section 1. If the grievance involves payment of monies, the matter shall be submitted to the Board within ten (10) calendar days of the response from the Sheriff. The Board shall respond in writing to the representative within ten (10) calendar days. If the grievance still remains unresolved, the Association may then submit the matter to binding arbitration.

Section 2. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Sheriff or Board, depending on the subject of the grievance, and the Association within five (5) 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 five (5) arbitrators. Both the Sheriff or Board and the Association shall have the right to strike two (2) names from the panel. The party who strikes the first name shall be chosen by lot. The process will be repeated and the remaining person shall be the arbitrator. The arbitrator shall begin taking evidence and testimony as soon as possible after selection.

ARTICLE 22: GRIEVANCE PROCEDURE (continued)

Section 3. The arbitrator shall render a decision no later than thirty (30) calendar days after the conclusion of the final 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.

Section 4. The decision of the arbitrator shall be binding on both parties. The costs of the arbitrator shall be borne equally by both parties. Each party shall be responsible for the cost of presenting its own case to arbitration. Any or all time limits specified in the grievance procedures may be waived by mutual consent of the parties.

Section 5. The parties acknowledge that the right to file a grievance is a fundamental right under the Agreement. Therefore, there shall be no reprisals of any kind against an employee because he/she files a grievance.

ARTICLE 23

LAYOFF

Section 1. “Seniority” as used in this Agreement is determined by the length of continuous service with the Sheriff’s Department since the employee’s last date of hire. Termination from employment shall cause all seniority to be lost. Continuous service shall be service unbroken by separation from the County service, other than by military, Peace Corps, vacation, sick leave or any other paid leave. Time spent on other types of authorized leave will not count as time of continuous service, except that employees returning from such leave, or employees who were laid off, shall be entitled to credit for service prior to the leave or layoff.

Section 2. In the event that a layoff is necessary as determined by the County, employees shall be laid off within each classification for which a position(s) is to be discontinued by inverse order of seniority, providing the employee to be retained is fully competent to perform the duties of the remaining position. Bumping shall be in order of the highest classification to which the employee has bumping rights down to the lowest such classification, until the employee secures a position. The Sheriff shall provide a written notice of layoff of three (3) calendar weeks to affected employees. An employee desiring to exercise the right to bump shall notify the Sheriff of such intent within five (5) calendar days from receipt of notice of layoff. Failure of an employee to provide such notice shall cause the bumping right to be forfeited. Bumping and recall other than that mandated above and in Section 3 of this Article shall be allowed, provided the employee is fully competent to perform the duties of the position, as determined by the Sheriff.

Section 3. Laid-off employees shall be recalled to vacant available positions in classifications from which they were laid off in the order of most senior first, least senior last. This recall right terminates one (1) year after the date of layoff. During the one (1) year period of layoff, notice of openings in the employee job classification shall be forwarded by certified mail directly to the

laid-off employee's last known mailing address. It shall be the employee's responsibility to keep the

ARTICLE 23: LAYOFF (continued)

County apprised of his/her current mailing address for that period. To be considered, the employee must respond within seven (7) calendar days of receipt of the notice.

Section 4. Accumulated sick leave and the continuous service credits an employee gained prior to the date of layoff shall be restored when an employee is returned to employment from layoff. No benefits shall accrue during a period of layoff.

Section 5. No new employees shall be hired in any vacated position until all employees on layoff status in the classification of said position have had an opportunity to return to work in their former positions and classifications as provided in Section 3 above.

ARTICLE 24

SCOPE OF AGREEMENT

This document constitutes the sole and complete agreement between the Association, the Sheriff and the Board and embodies all the negotiated terms and conditions governing the employment of employees in the bargaining 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. Any prior written or unwritten commitment or agreement between the parties and any individual employee covered by this agreement is hereby superseded by the terms of this agreement. Except as specifically limited by the terms of this agreement, it is recognized that the responsibilities and authority of management are exclusively functions to be exercised by the Board and Sheriff. All rights guaranteed to the employees of the Lincoln County Sheriff's Department under ORS 243.650 - 243.782 to negotiate wages, hours and conditions of employment are retained by the bargaining unit employees.

ARTICLE 25

SAVINGS CLAUSE

If any Article or Section of this Agreement or any addition thereto should be held invalid by operation of the law or by any lawful tribunal having jurisdiction, or if compliance with or enforcement of any Article or Section should be restricted by such tribunal, the remainder of the Agreement and addendum shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 26

TERMINATION

Section 1. This Agreement shall be effective upon ratification with the economic components retroactive to July 1, 2006 and shall remain in full force and effect until June 30, 2009.

Section 2. If either party wishes to renew or modify the Agreement as of July 1, 2009, notification of such renewal or modification must be submitted in writing to the other party by January 1, 2009, however the parties are encouraged to give notice by July 1, 2008, so that bargaining may begin shortly thereafter. Negotiations shall begin as mutually agreed between the parties.

Section 3. This Agreement shall remain in full force and effect during the period of such negotiations.

Section 4. This Agreement may be terminated at any time by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hand this ____ day of _____, 2006.

**LINCOLN COUNTY
DEPUTIES ASSOCIATION**

LINCOLN COUNTY

By: _____
President

By: _____
Dennis Dotson, Sheriff

By: _____
Bargaining Team

By: _____
Chair
Board of Commissioners

By: _____
Bargaining Team

By: _____
Commissioner

By: _____
Bargaining Team

By: _____
Commissioner