

Collective Bargaining Agreement

between

YAMHILL COUNTY

YAMHILL COUNTY SHERIFF

and

TEAMSTERS LOCAL 223

July 1, 2024 – June 30, 2027

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PREAMBLE

This agreement (“Agreement”) is entered into by YAMHILL COUNTY, a political subdivision of the State of Oregon, acting by and through its BOARD OF COMMISSIONERS and SHERIFF (“the County”) and TEAMSTERS LOCAL 223, the exclusive representative of the bargaining unit defined below (“the Union”).

ARTICLE 1 – SCOPE OF AGREEMENT AND RECOGNITION

1.1 Bargaining Unit

This Agreement shall apply to all full-time employees of the Yamhill County Sheriff's Office but excluding the Sheriff, Undersheriff, captains, lieutenants, sergeants, executive secretary, executive office specialist, administrative assistant, sheriff's reserves, part-time employees normally working less than twenty (20) hours per week, temporary employees hired for 180 days or less (within a 12 month period) and supervisors and confidential employees as defined in the Public Employees Collective Bargaining Act.

1.2 Recognition

The County recognizes the Union as the sole and exclusive bargaining agent and representative of the employees of the County Sheriff's Office) for the purpose of collective bargaining with respect to the employees within the bargaining unit described immediately above.

1.3 Temporary Employees

In the event a regular employee is on leave of absence and it is necessary to hire a temporary employee to fill in for that employee, the following conditions will apply:

- a) Article 13 of the Labor Agreement will apply only by mutual agreement for 180 days. If the temporary term of employment is extended by mutual agreement, Article 13 will apply.
- b) Temporary employees shall not be paid less than the beginning wage for the position they are filling.

1.4 References to the Sheriff

When this Agreement makes references to an action to be taken by the Sheriff, it is implied that it includes the Sheriff's designee.

ARTICLE 2 – DUES

Employees, who so authorize, shall make payments of dues to the Union. Such payments shall be in the amounts as provided for Union dues and initiation fees. The County shall deduct from the pay of each employee, who so authorizes, each month the payments required by the Union and shall remit the same to

the Union within ten (10) days after the deduction is made. The Union agrees to hold the County harmless for claims for any sums withheld from an employee's pay and paid to Union.

ARTICLE 3 – MANAGEMENT RIGHTS

3.1 The County retains all the customary and usual rights, functions, and authority connected with its responsibility to manage the affairs of the County and any department of it. The County retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement. By way of illustration, these rights and functions include, but are not limited to, directing the activities of the Sheriff's Office, determining the levels of service and methods of operation, including the introduction of new equipment, the right to hire, lay off, transfer and promote, to determine duties and qualifications to be required and job classifications, to discipline and discharge for cause, to determine work schedules and assign work, and any other such rights not specifically referred to in this Agreement. The exercise of management rights, except where modified by specific provisions of this Agreement or by law, is not subject to Article 15, Settlement of Disputes, or to negotiations during the term of this Agreement.

ARTICLE 4 – COUNTY-UNION RELATIONS

4.1 Discrimination

- a) There shall be no discrimination against any employee on account of affiliation with or bona fide activity on behalf of the Union.
- b) There shall be no discrimination against any employee because of race, color, religion, sex, age, or national origin, mental or physical disability, or marital status unless based upon a bona fide occupational qualification. The Union and County representatives shall work cooperatively to assure the achievement of equal employment opportunity. Any employee who fails to cooperate toward this end shall be subject to disciplinary action. Furthermore, employees who feel they have been discriminated against shall be encouraged to use the grievance procedures provided under this Agreement prior to seeking relief through other channels.
- c) The County and the Union hereby undertake to mutually support and implement an affirmative action program to further equal employment opportunities within the bargaining unit.

4.2 Strikes and Lockouts

The Union and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, or slowdown, or picketing affecting the operations of the Sheriff's Office, or any other restriction of work at any location in the County. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established by any labor organization when called upon to cross such picket line in the line of duty. The County shall not lock out any employee during the term of this Agreement.

4.3 Notice of New Employees

The County shall notify the Union within seven (7) days of the date an employee is

placed on the payroll by providing the Union with the employee's name, position for which employed, the employee identification number, and the date of employment. If a person is employed but not placed on the payroll for security reasons, the employee will, nevertheless, be covered by this Agreement and the County shall, when the employee is placed on the payroll, conform to the requirements of this Agreement retroactively to the date of such employment.

4.4 Visits by the Union

Representatives of the Union shall be admitted to the Sheriff's business office and places of employment of employees in the bargaining unit, provided that such representatives shall, except in an emergency, give at least two (2) hours advance notice to the person in charge at the office, and provided further that, except in an emergency, such visits shall be scheduled during the normal, daytime business hours and shall in no event disrupt the operations of the Sheriff's Office.

4.5 Departmental Manuals and Work Rules

Except in emergencies, employees shall comply with presently published departmental manuals and rules.

Changes or additions to such rules shall be furnished to the Union 15 days in advance of the effective date unless the nature of the change or addition precludes such prior notice. The County, upon request of the Union, shall meet with Union representatives to discuss changes or additions proposed by the County. Unless otherwise agreed, such changes or additions shall be effective as of a date determined by the County.

Disputes as to the implementation or effect of changes may be submitted under the grievance and arbitration procedure provided under this Agreement.

4.6 Bulletin Boards

The County shall provide a bulletin board in the patrol deputies' area and in the jail staff room on which the Union may post notices of general interest to bargaining unit employees and notices of Union meetings.

4.7 Use of County email system.

- a) Subject to subsection (b), Sheriff's Office employees are authorized to use the County email system to communicate to other County Sheriff's Office employees limited, impartial Union business information such as meeting notices. Use of the County email system is not authorized to communicate any political information or collection of data for use in Union activities or bargaining without advance permission of a supervisor.
- b) Use of the County email system is subject to County email policies, including review by department heads and other persons authorized by County policy. All County

email is a public record and is subject to disclosure unless exempted from disclosure by Oregon law in accordance with the County email policy.

ARTICLE 5 – EMPLOYEE SAFETY AND HEALTH

5.1 Protective Clothing and Equipment

The County shall furnish such protective clothing, including rain gear, and protective equipment as is reasonably necessary for employees to carry out their respective assignments.

5.2 Uniforms, Body Armor, Cleaning

- a) The County shall provide uniforms and boots to all personnel who are required to wear uniforms and/or boots, including all rank designations on all coats and shirts. The County shall issue replacement uniforms and boots when necessary to maintain appearance or function.
- b) Body armor of a quality which meets or exceeds that of presently-issued armor shall be provided (along with an exterior vest carrier) by the County to sworn staff. Body armor shall be quality tested or replaced in accordance with manufacturer's specifications. A replacement vest of sufficient quality will be provided during the quality test. The County shall issue replacement exterior vest carriers when necessary to maintain appearance or function.
- c) The County shall purchase or reimburse detectives up to a maximum of \$500 on appointment and \$300 each calendar year on the first and subsequent anniversaries for work-related business attire provided the detective obtains the prior approval of the Captain. Clothing purchased under this section shall be used solely for work. Reimbursement will be made, subject to IRS rules, following approval of receipts by the Captain.
- d) The County will pay for the cleaning of jackets and/or uniforms when special incidents occur in which they are soiled.
- e) If the Sheriff's Office reverts to uniforms requiring dry cleaning, the County shall provide up to seven (7) uniform changes per month, if needed. Any problems with this procedure will be mutually discussed between the County and the Union.

5.3 Firearms

The County shall furnish firearms to those employees required to carry firearms in the performance of their duties. The County shall furnish ammunition for firearms.

5.4 Safety

Adequate and safe equipment (to include flashlights) shall be provided for employees.

Employees may purchase their own flashlights for primary use at work, as long as it is approved by a supervisor. Batteries for these approved flashlights will be provided for by the County. Employees shall not be required to operate any equipment reasonably considered to be unsafe in light of the normal requirements of the employees' jobs. Employees shall not be required to perform acts violating state or federal safety laws. The County and the employees agree to abide by applicable federal and state safety regulations.

5.5 Personal Property Reimbursement

- a) In the event a member suffers property damage to watches, glasses, authorized jewelry, or personal effects pertaining to job duties as a result of physical altercation in the line of duty, the member shall be entitled to reimbursement from the County for such loss up to a maximum payment of \$300 per occurrence. Prior to payment by the County, the affected member shall assign their rights for recovery from the perpetrator to the County up to the amount actually paid by the County.
- b) Notwithstanding subsection (a) above, County shall not be required to reimburse the affected member when such property damage arises as a result of an employee's negligence.

5.6 Shower Facility

Employees shall be provided twenty-four (24) hour emergency shower access if needed in the performance of their job. The shower will provide warm water, have soap and towels available and will be private. The shower will be cleaned and sanitized in accordance with the County's regular janitorial service schedule.

ARTICLE 6 – HOURS OF WORK

6.1 Regular Hours

The regular hours of work each day shall be consecutive except for interruptions for rest and meal periods. All employees shall be scheduled to work on a regular shift, and each shift shall have a regular starting and quitting time. Days off may be varied in certain assignments to meet the needs of the assignment, but shall allow flexibility to accommodate time off needs of the affected member. Fourteen (14) days prior notice will be given to all affected employees before schedule changes or day off changes except in an emergency, or in the case of a request for a light-duty assignment for a worker's compensation injury under Article 9. An "emergency" shall be defined as any event beyond the control of the employer.

6.2 Workweek

- a) The workweek shall consist of five (5) consecutive eight (8) hour days, except for those employees who have been assigned to 4/10, 4/12 or 3/12 shifts by the Sheriff under Section 6.8. The meal period shall be a paid 30-minute meal period or an

unpaid 30 or 60 minute meal period as described in Section 6.5. Every effort will be made to accommodate uninterrupted meal periods. In the event a shift is established for any classification other than employees assigned to continuous operations, shift bidding by seniority will be allowed. A "continuous operations" employee is an employee assigned to a classification for whom there is regularly scheduled work for 24 hours a day, 7 days a week.

- b) (1) All work performed on the sixth consecutive day and beyond the regular work shift shall be paid at the rate of time and one-half, and all work performed on the seventh consecutive day shall be paid at the rate of double time. Time spent in the following:
- training,
 - voluntary overtime,
 - time spent taking the ORPAT and
 - attendance at court/administrative hearings /Grand Jury time

for less than eight (8) hours on any given day shall not constitute work performed on a consecutive day.

- (2) Shift rotation for patrol deputies will occur approximately every 112 days. District assignments for patrol deputies will be determined by the supervisor after consideration of assignment preferences of senior employees; provided, however, a dissatisfied employee may raise concerns about the supervisor's determination with the Captain or Sheriff. In no event, however, are district assignment decisions subject to the grievance procedure.
- (3) In assignments utilizing 8- or 10-hour shifts, days off will rotate with each shift change in a sequential manner unless the supervisor determines the operational needs of the office dictate the days off rotation should not be sequential in a particular case. In such case, the dissatisfied employee may raise concerns about the supervisor's determination with the Captain or Sheriff. In no event, however, is a non-sequential days off determination subject to the grievance procedure.
- (4) Shift trades. Subject to prior written approval at the discretion of the Sheriff or designee and based on operational needs as determined by the Sheriff or designee shift trades may be permitted between employees of the same classification, whose regular schedules are the same length and who are in the same division as long as the shift trade does not involve overtime costs to the County. Shift trades may be allowed for an individual shift or for longer blocks of time, including entire shift rotation periods, subject to prior written approval of, and at the sole discretion of, the Sheriff or designee and based on operational needs as determined by the Sheriff or designee. Shift trades will not be unreasonably denied although a requested shift trade may be denied based on a specific identified operational need. In no event, however, are shift trade decisions subject to the grievance procedure and the Union hereby expressly waives its right to

grieve shift trade decisions. For City Contract Deputies, shift trades under this subsection may only be approved between employees assigned to the same contract city.

- (5) Schedule Adjustment as an exception to paid overtime. By mutual agreement between an individual employee and their supervisor, an alternative to the regularly scheduled work day or workweek may be worked. An “adjusted” 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. An adjusted schedule will not, however, change the total number of hours worked in an established weekly work period for the affected employee. Notwithstanding the requirement of any other language regarding overtime and ORS 653.268, and as specifically allowed by ORS 653.269(5)(b), an adjusted work schedule shall not create overtime. The parties understand schedule adjustments may not work for some positions or situations (including due to staffing) and requests for a schedule adjustment may be denied at the discretion of the Sheriff or designee based on a specific identified operational need. The parties agree there is no requirement on either party to agree to utilize schedule adjustments. This clause does not permit any manager or supervisor to direct an employee to utilize the schedule adjustment option.

6.3 Call-in Time

- a) An employee called in to work at a time other than the employee's regularly scheduled shift shall be paid at the rate of time and one-half (1 ½) for such work and shall be compensated for all time or for three (3) hours, whichever is the greater. When, in the determination of the supervisor, an emergency situation exists and it is necessary that an employee work overtime, the employee so requested must report for work unless a reasonable basis exists for their refusal to do so. Employees contacted by telephone off-duty shall not be entitled to compensation for the first 15 minutes of telephone time. If telephone time exceeds 15 minutes but is 30 minutes or less, the employee shall be entitled to one hour compensation at straight time. If telephone time exceeds 30 minutes, the employee shall be entitled to call-in time as provided in this section.
- b) Employees required by their supervisor to be on-call will be compensated at the rate of eight (8) hours pay at the overtime rate for each seven (7) day period.

6.4 Court/Grand Jury Time

- a) When required to testify in court/administrative hearings, or in Grand Jury, on job-related matters during their normal work shifts, employees will be allowed to attend as part of their normal paid duties. Except as provided herein, when required to testify in court/administrative hearings, or in Grand Jury, on job-related matters on a

holiday or on a regularly scheduled day off, or at a time outside the employee's regular work shift, the employee shall be compensated at time and one-half (1 ½) the regular pay for the actual time spent in court/administrative hearing /Grand Jury, including the time spent waiting to testify, or for three (3) hours, whichever is the greater. Unless court/administrative hearing /Grand Jury time occurs during a shift, court/administrative hearing /Grand Jury time does not constitute a work day for purposes of this Article. If the employee collects the witness fees as provided by statute when testifying in court, such fees will be deducted from any such overtime pay.

- b) When an employee is required to testify in court /administrative hearing /Grand Jury on job-related matters within two hours of the start or finish of the employee's normal work shift, compensation shall be at time and one-half (1 ½) the employee's regular pay from the time the employee is required to report until the beginning or ending of the employee's normal work shift. When an employee is required to testify in court/administrative hearings, or Grand Jury, on more than one case (all job-related), which are scheduled less than two hours apart, on the employee's regularly scheduled day off, the employee shall be compensated at time and one-half (1 ½) from the time of first appearance to the end of the last appearance, or three (3) hours, whichever is greater.

6.5 Rest Periods and Meal Periods

- a) Rest periods. A paid rest period of fifteen (15) minutes shall be permitted for all employees during each half shift. The rest period shall be scheduled as nearly as possible to the middle of each half shift.
- b) Standard paid meal period. All employees shall be granted a paid meal period of 30 minutes during each work shift. The meal period shall be scheduled as nearly as possible to the middle of the work shift. Unless permission to leave the premises is given by the supervisor, and except for employees whose duties require otherwise, the employee shall remain on premises during the paid meal period and is subject to call when needed.
- c) Optional unpaid meal period. Any employee not assigned to a 24-hour operation may request the Sheriff, on a form provided by the County, to approve an optional unpaid meal period. The optional unpaid meal period shall be either 30 or 60 minutes at the mutual agreement of the Sheriff and the employee. The meal period shall be regularly scheduled as closely as practicable to the middle of the scheduled shift.
- d) Revocation of optional meal period. If the Sheriff approves an optional meal period, it shall remain in effect until revoked on mutual agreement of Sheriff and employee.

6.6 Time Between Shifts

If an employee, because of working call-in time or overtime, has not had a continuous eight (8) hours off since the last regularly scheduled shift, the employee shall notify the supervisor. The supervisor will consider the employee's needs and the needs of the Sheriff's Office and direct the employee to either report for work at the regularly scheduled shift or report for work after eight (8) hours have elapsed from the last call-in time or overtime. If the employee is directed to work at the regularly scheduled shift, the employee will be paid time and one half for all hours worked until eight (8) hours have elapsed from the last call-in time or overtime and straight time thereafter. If the employee is directed not to report at the regularly scheduled shift until eight (8) hours have elapsed from the last call-in time or overtime and reports and works as directed, the employee shall be paid as though the employee worked the entire shift.

6.7 No Pyramiding

There shall be no pyramiding or duplication in the computation of overtime and other premium pay. Nothing in this section, however, shall reduce the County's obligation to compensate at the rates specified in 6.2 for work performed on the sixth and seventh consecutive days.

6.8 Ten and Twelve Hour Schedules

- a) The Sheriff, at his option, may implement a Four-Ten schedule for all or part of the bargaining unit. If so, a shift shall consist of ten (10) consecutive hours and the work week shall consist of four (4) consecutive days. All work performed on the fifth consecutive day or beyond a regular work shift shall be paid at one and one-half (1 ½) times the straight-time rate. If the Four-Ten schedule is implemented, this section supersedes conflicting provisions of section 6.2.
- b) The Sheriff, at his option, may implement a Four-Twelve schedule for all or part of the bargaining unit. If so, a shift shall consist of twelve (12) consecutive hours and the work week shall consist of four (4) consecutive days. All work performed on the fifth consecutive day or beyond a regular work shift shall be paid at one and one-half (1 ½) times the straight-time rate. If the Four-Twelve schedule is implemented, this section supersedes conflicting provisions of section 6.2. Implementation of a Four-Twelve schedule is subject to all applicable FLSA and BOLI requirements, including the 7(k) exemption.
- c) The Sheriff, at his option, may implement a twelve-hour schedule for certain employees assigned to the corrections facility. If so, a shift shall consist of either a 4-12 schedule or a 2 week increment schedule. Implementation of a Four-Twelve schedule is subject to all applicable FLSA and BOLI requirements, including the 7(k) exemption.
 - (1) If a 4-12 schedule is implemented, a workday shall consist of 12 consecutive hours and the workweek shall consist of 4 consecutive days. All work performed

beyond 12 consecutive hours or 4 consecutive days shall be paid at time and one-half. All work performed on the seventh or greater consecutive work day will be paid at double time.

(2) If a 2 week increment schedule is implemented, an employee will be assigned to work 2 days, be off 2 days, work 3 days, be off 2 days, work 2 days and then be off 3 days. All work performed beyond 12 consecutive hours, on a regular day off, or on the sixth consecutive day shall be paid at time and one-half. All work performed on a regular day off will be paid at time and one half; provided, however, a seventh or greater consecutive work day will be paid at double time. When the employee resumes the regular schedule after at least 24 hours off, that day will be paid at the regular rate.

(3) This section supersedes any conflicting provisions of Section 6.2.

- d) The Sheriff, at his option, may implement a Three-Twelve schedule for all or part of the bargaining unit. If so, a shift shall consist of twelve (12) consecutive hours and the work week shall consist of three (3) consecutive days. All work performed on the fourth consecutive day or beyond a regular work shift shall be paid at one and one-half (1 ½) times the straight-time rate. If the Three-Twelve schedule is implemented, this section supersedes conflicting provisions of section 6.2. Implementation of a Three-Twelve schedule is subject to all applicable FLSA and BOLI requirements, including the 7(k) exemption. Additional compensation due to flex time will be paid in wages or compensatory time each pay period. All work performed on the sixth or greater consecutive work day will be paid at double time.
- e) If agreed by the County, Union and affected employee, the overtime rate required by this section on the fifth consecutive day of work (for Four-Ten or Four-Twelve schedules) or the fourth consecutive day of work (for Three-Twelve schedules) may be waived in accordance with the instructions in the written mutual agreement signed by the County, Union and affected employee.

6.9 Voluntary/Mandatory Overtime in Jail

- a) When shifts or a series of shifts are available in the jail due to the absence of a regular, full time (RFT) Corrections Deputy, the shift or series of shifts shall first be offered to an RFT corrections deputy according to the procedure in subsection (b). Mandatory overtime will only be assigned when no volunteers are available to work a shift, in accordance with subsection b.
- b) Shifts or a series of shifts: A list of available overtime shifts will be sent out to all RFT corrections deputies, reserve deputies, supervisors, and dual-certified patrol deputies utilizing the scheduling software. The list of available overtime shifts will be created after the scheduling supervisor evaluates the time-off requests with consideration toward jail operations and adequate staffing levels. Staff may

volunteer to cover these shifts by responding with the dates and times they are willing to work. After a minimum of five days is given for staff to respond, a supervisor may officially begin filling the remaining overtime shifts. If some of the shifts on the list have gone uncovered due to no RFT corrections or dual-certified patrol deputies volunteering to fill them, a supervisor may fill these shifts with reserve corrections deputies or other supervisors.

When multiple RFT corrections deputies have volunteered for the same shift, the shift will be awarded to the most senior RFT corrections deputy with consideration for the deputy performing work on a sixth or seventh consecutive day as described in Article 6.8, or if the junior deputy has volunteered to cover other shifts. RFT corrections and dual-certified patrol deputies will have seniority over any reserve deputy or supervisor in situations where both parties have volunteered for the same shift. Only in situations where a RFT corrections deputy would have been performing work on a sixth or seventh consecutive day will a shift be awarded to a dual certified patrol deputy, reserve deputy or supervisor.

After the minimum five-day response period has concluded and shifts on the overtime list have gone unfilled due to no RFT corrections deputies, reserve deputies, or supervisors volunteering to cover, the deputy requesting the shift off will be denied if this takes staffing levels below the adequate standard as determined by the scheduling supervisor. If the time off requests occur during the months of May, June, July, August or September the scheduling supervisor may utilize the procedures in subsection (c).

- c) For scheduling pre-planned expected absences, the scheduling supervisor will have the autonomy to mandate all RFT corrections deputies to work at least one OT shift for the month if there is an abundance of time-off requests which will result in significant time being denied based on the lack of RFT corrections deputies volunteering to cover shifts. In general, this mandate will only be utilized during months where an abundance of time-off slips are submitted such as May, June, July, August or September.
- d) Mandatory Overtime: The Jail Commander will establish a “Mandatory Overtime List” (MOL) which will include all RFT corrections deputies. This list will be utilized for unexpected absences of RFT corrections deputies when staffing levels require shifts to be filled. The call list will be in order by seniority, starting with the RFT corrections deputy with the most seniority at the top of the list and the deputy with the least seniority at the bottom.

When an unexpected absence of a RFT corrections deputy occurs and the staffing levels of that shift require the absence to be filled with overtime, the shift supervisor will utilize the MOL to fill the shift. The shift supervisor will first send out an electronic notification communicating there is an open shift in the jail that needs to

be covered. After one hour, if no RFT corrections deputy has contacted the shift supervisor and volunteered to work the shift, the supervisor will then go to the MOL to fill the shift.

The supervisor will attempt to contact the most senior RFT corrections deputy on the MOL and offer the overtime shift unless offering a shift would cause the deputy to have less than eight (8) hours in between shifts as described in Article 6.6 or to perform work on a sixth or seventh consecutive day as described in Article 6.8. If the first RFT corrections deputy is unavailable to work, declines the shift or does not answer the telephone, the supervisor will repeat this same process, moving down the MOL until the shift has been filled or until contact has been attempted with all deputies on the MOL.

If reached, the supervisor will mandate the lowest senior RFT corrections deputy on the MOL to respond to work to fill the overtime shift unless mandating a shift would cause the deputy to have less than eight (8) hours in between shifts as described in Article 6.6 or to perform work on a sixth or seventh consecutive day as described in Article 6.8. If the lowest senior RFT corrections deputy does not answer the telephone, the supervisor will repeat this same process with the same criteria, moving up the MOL until the shift has been filled or contact has been attempted with all deputies on the MOL.

Employees on the MOL who volunteer to fill the unexpected absence will have their name removed from the MOL for the following forty-five calendar days. Employees who are mandated to work to fill an unexpected absence will have their name removed from the MOL for the following thirty calendar days. Additionally, a RFT corrections deputy on the MOL who meets the availability requirements and has been mandated to work to fill an unexpected absence, but whose name is subsequently placed back on the MOL after thirty calendar days, will not be mandated to work to fill an unexpected absence until such time as all RFT corrections deputies have been mandated at least one time to respond to work to fill an overtime shift.

ARTICLE 7 – HOLIDAYS

7.1 Holidays

The following shall be recognized as paid holidays:

- | | |
|------------------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King, Jr.'s Birthday | Veteran's Day |
| Presidents' Day | Thanksgiving Day |
| Memorial Day | Juneteenth |
| Independence Day | Christmas Day |
| Three Floating Holidays * | |

Except for 24-hour employees and 7-day per week position employees, the following rules apply to bargaining unit members: Whenever a holiday shall fall on Sunday, the succeeding Monday shall be observed as the holiday. Whenever a holiday shall fall on Saturday, the preceding Friday shall be observed as the holiday.

* A “Floating Holiday” is a paid day off from work compensated at 8, 10 or 12 hours pay (depending on an employee’s shift). Each employee receives three Floating Holidays per fiscal year scheduled at the discretion of the employee, subject to the approval of the Sheriff. The Sheriff will recognize seniority in any conflicts in scheduling, subject to the operating requirements of the Sheriff’s Office. An employee shall be awarded three Floating Holidays on July 1, except that a new employee must complete ninety (90) days continuous employment before the employee is awarded a Floating Holiday. If not used in the fiscal year in which awarded, Floating Holiday hours are lost.

In addition to the list of recognized holidays listed under this section, whenever the Yamhill County Board of Commissioners declares a paid holiday that is not listed, the holiday shall be added to the list of recognized holidays and compensated under this Article without further negotiation.

7.2 Holiday Pay

- a) To be eligible for holiday pay under this section, an employee must be on active status as a regular employee, on authorized vacation leave, on authorized sick leave, or on other authorized leave at the time of the holiday. If an employee is on an authorized vacation, sick leave, or other leave with pay when a holiday occurs, the holiday shall not be charged against such leave. Unless on authorized leave, to be eligible for holiday pay an employee must work the full assigned shifts before and after the holiday.
- b) An employee shall receive 8 hours pay for each of the named holidays listed above when the employee is not scheduled to work and does not work.
- c) An employee who is required to work on a holiday and who does work shall receive a regular days pay for that day plus time and one half their regular rate for hours worked totaling two and one half times for all hours worked.

Employees who work in a 7-day per week position shall receive holiday pay as described in 7.1 for 24 hour employees.

- d) An employee who is scheduled to work on a holiday but asks for and receives the day off shall be paid regular pay equivalent to the employee’s regular shift.
- e) An employee who normally would be scheduled to work, but is directed not to report for a work shift due to a named holiday shall be paid regular pay equivalent to the employee's regular shift.
- f) Holiday pay shall be prorated for regular part time employees.

ARTICLE 8 – VACATIONS

8.1 Vacation Credit

Employees shall accrue vacation leave as follows:

- a) During the first year of employment, an employee shall accrue vacation at the rate of eight (8) hours per month. Accrued time may be taken during the first year.
- b) Full-time employees with more than twelve (12) months and less than sixty (60) months continuous service shall accrue eight (8) hours of vacation each month of continuous service (ninety-six [96] hours per year).
- c) Full-time employees with sixty (60) or more months and less than one hundred twenty (120) months continuous service shall accrue ten (10) hours of vacation each month of continuous service (one hundred twenty [120] hours per year).
- d) Full-time employees with one hundred twenty (120) or more months and less than one hundred eighty (180) months continuous service shall accrue twelve (12) hours of vacation for each month of continuous service (one hundred forty-four [144] hours per year).
- e) Full-time employees with one hundred eighty (180) or more months and less than two hundred forty (240) months continuous service shall accrue fourteen (14) hours of vacation for each month of continuous service (one hundred sixty-eight [168] hours per year).
- f) Full-time employees with two hundred forty (240) or more months continuous service shall accrue sixteen (16) hours of vacation for each month of continuous service (one hundred ninety-two [192] hours per year).
- g) Part-time employees covered by this Agreement shall accrue vacation in amounts proportionate to those accrued by full-time employees.
- h) Following completion of twelve (12) full months of continuous service, employees' vacation entitlement shall be calculated on a calendar month basis. For this purpose only, employees whose anniversary date is between the first (1st) and the fifteenth (15th) day of a month shall be considered to have been hired on the first (1st) day of the month. Employees whose anniversary date is between the sixteenth (16th) and the last day of the month shall be considered to have been hired on the first (1st) day of the next month.

8.2 Continuous Service

Continuous service for the purpose of accumulating vacation leave credit shall be (i)

service unbroken by separation from employment with the County, or (ii) for DPSST-certified lateral transfers only, DPSST-certified service with another Oregon law enforcement agency or other state equivalent, with current DPSST certification in their respective division. Time spent by an employee on a paid leave shall be included as continuous service. Time spent on unpaid authorized leaves will not be counted as part of continuous service for accrual purposes, but employees returning from such leave and from layoff status shall be entitled to credit for service prior to the leave or layoff.

8.3 Maximum Accumulation; Conversion of Excess Hours

- a) **200 HOUR CAP.** Except as provided in subsection (b), the maximum vacation that may be accumulated by an employee is two hundred (200) hours. Once an employee accrues 200 hours, all hours accrued for vacation in excess of 200 shall be converted to cash or sick leave at the option of the employee. If no option is selected by the employee by the deadline for submission of time sheets for payroll, the excess hours will be converted to sick leave for that pay period.
- b) **AUTHORIZATION TO EXCEED 200 HOUR CAP.** At his option, the Sheriff may agree with an employee to allow the employee to accrue more than 200 hours vacation. The agreement must be made in a written document signed by the Sheriff and the employee. A copy of the agreement shall be forwarded to the accounting division. The agreement shall not affect any hours previously converted to sick leave.

8.4 Vacation Scheduling

- a) Employees shall be permitted to request vacation leave on either a split or an entire basis. Vacation times shall be scheduled by the County based upon the judgment of the Sheriff or designee as to the needs of efficient operations and the availability of vacation relief. Subject to the foregoing, employees shall have the right to determine vacation times.
- b) Each employee shall be permitted to exercise their right of seniority for vacation selection once each calendar year, which will be known as the annual vacation selection. The annual vacation selection period shall be from November 1 through November 30. For the annual vacation selection, employees in each work group may (in seniority order, most to least senior) select up to three weeks of vacation leave to be taken in not more than two separate vacation periods during the calendar year. A “week” of vacation leave is defined as the number of regularly scheduled work hours in that employee’s regular work week for the period the employee is using vacation. There will be no more than one annual vacation absence from a work group at one time but that does not prohibit additional vacation or other time off during the same time period. For purposes of the annual vacation selection, the work groups are: each specific patrol team, each specific jail team, each group of Contract City deputies assigned to the same city, detectives, records and civil. Employees will only compete with bargaining unit members within their specific work group for vacation selection;

employees who are not part of a work group (such as individually-assigned Contract City deputies) shall not compete against other employees but will make their annual vacation selection at the same time as other employees. If an employee has a change in their regular work schedule during the calendar year, their annual vacation selections will still be honored. If an employee chooses to cancel an annual vacation selection or any other previously scheduled vacation, the employee will give reasonable notice to the County in order for the County to address operational impacts including allowing for cancellation of overtime that was scheduled to cover that employee's anticipated absence. For example, if Employee B has been scheduled to work a voluntary overtime shift to cover Employee A's vacation, but then Employee A does not actually take the previously scheduled vacation and reports to work as normal, County can cancel Employee B's previously scheduled voluntary overtime shift and such cancellation shall not be subject to the grievance procedure.

- c) Outside of the annual vacation selection, vacation requests will be considered by the supervisor on a first-come, first-served basis and vacation requests will be approved or denied based on operational needs and relief availability, within twenty-one (21) days of being submitted
- d) Once vacation time is approved it cannot be revoked except for an emergency.

8.5 Compensatory Time

- a) Any compensation for overtime may, notwithstanding restrictions in Section 6.2 at the option of the employee, be taken as compensatory time off in lieu of additional wages. In the event that an employee elects to take compensatory time, it shall be utilized within 180 days from the month of accrual unless the Sheriff elects to continue the accrued compensatory time for another thirty (30) days. Any compensatory time not so utilized within the time period mentioned herein shall be paid as additional wages as provided in this Agreement for the payment of overtime, court or holiday pay.
- b) Subject to the approval of the Sheriff based upon the needs of efficient operations and the availability of relief, employees shall have the right to schedule compensatory time off. The scheduling of compensatory time off shall be based upon seniority, except that the right of seniority may not be exercised within 10 days, excluding the date of request of the commencement of the compensatory time off.
- c) Compensatory time shall accrue at the same rate as provided for overtime in this Agreement. Further, the employee at any time may request to be paid additional wages in lieu of compensatory time presently accrued. No employee may accrue more than 100 hours of compensatory time. Compensatory time in excess of the maximum accrual rate shall be paid as wages.

- d) On an annual basis, accrued comp time shall be paid out in cash down to fifty (50) hours during the last pay period of the calendar year.

8.6 Termination of Employment

No payment in lieu of vacation shall be made in the event of termination of an employee during the initial twelve (12) months of continuous service. An employee shall be entitled to payment for accrued vacation leave in the event of death or termination of employment for any reason after the employee has served for twelve (12) consecutive months if the employee is otherwise entitled to vacation credits. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee. During the initial twelve (12) months of service, vacation credits will be paid in the event of job-related death or disability.

ARTICLE 9 – SICK LEAVE

9.1 Sick Leave Credits and Accumulation

Sick leave shall be earned by each full-time employee at the rate of eight (8) hours for each full calendar month of continuous service commencing with the most recent date of employment. Sick leave may be taken only for the purposes specified in paragraph 9.2. Part-time employees shall earn sick leave on a prorated basis according to the hours normally worked by the employee. Employees shall not, as a result of this Agreement, lose any sick leave previously accrued. Sick leave shall not accrue during any period of leave of absence without pay.

9.2 Utilization

- a) Sick leave is provided by the County solely in the nature of insurance against an employee's loss of income due to illness or injury. Employees may utilize their sick leave allowance when unable to perform their work duties by reason of illness or injury, exposure to contagious disease under circumstances by which the health of employees with whom associated or members of the public necessarily dealt with would be endangered by attendance of the employee, or by illness in the employee's immediate family which prevents the employee from being able to report to work, any reason covered by the Oregon sick leave statute. In such event, the employee shall notify the Sheriff or other supervisor of the reason for the absence and the nature and expected length thereof as soon as possible and in no event later than the first fifteen minutes of the first regular work shift unless unable to do so because of the injury or illness. A physician's statement of the nature of the injury or illness relating to the employee's disability from performing work, the need for the employee's absence, and the estimated duration of the absence may be required at the option of the Sheriff for absences of more than three (3) consecutive days prior to payment of any sick leave benefits.
- b) When an employee is on sick leave and has run out of paid sick leave, additional paid leave shall be charged against accrued compensatory time, then special holidays if

any special holidays are due, then vacation time. However, the employee will have the option of using vacation time or taking unpaid sick leave.

9.3 Integration with Workers' Compensation and Health and Welfare Benefits

a) Workers' Compensation Benefit Supplement

Except as provided in subsection (b), the County shall continue the employee's regular pay when the employee suffers a compensable workers' compensation injury provided that any payments from time loss received by the employee shall be endorsed over to the County.

b) Chargeable Injuries.

- (1) Where the County reasonably believes that a compensable workers' compensation injury has occurred due to the employee's failure to follow proper safety procedures or because the employee was engaged in activities unrelated to performance of employee's job, the County may elect to declare the injury a "chargeable injury".
- (2) Where the compensable injury is a chargeable injury, the employee may opt to supplement the workers' compensation time loss benefit to an amount not to exceed the regular pay by utilizing accrued compensatory time, accrued vacation leave or accrued sick leave. An employee exercising this option shall notify the employer in writing which method, if any, of the accrued leaves the employee wishes to use.
- (3) An employee may appeal the County's declaration of an injury as "chargeable" to a review panel of two (2) persons appointed by the Union, two (2) persons appointed by the County, and a fifth person appointed by the other four (4). The determination of the review panel shall be binding on the Union, the County, and the employee.

9.4 Sick Leave Without Pay

Upon application by the employee, sick leave without pay shall normally be granted by the County for a period in accordance with current Workers compensation, OFLA, FMLA and ADA guidelines. The County may require that the employee submit a certificate from a physician periodically during the period of such disability.

9.5 Retirement from Employment.

Compensation for accrued sick leave shall be provided for any employee upon retirement, job-related disability, or to the employee's beneficiaries upon the employee's death, at the rate

of 25% of the accrued sick leave time up to a maximum payout equivalent to 250 hours base salary (25% of 1,000 hours of accrued sick leave) when all of the following conditions are satisfied:

- a) The employee is at least 55 years old; and
- b) The employee has served at least ten years' continuous service immediately prior to retirement as a County employee; and
- c) The employee is ineligible to use the PERS unused sick leave benefit upon retirement.

9.6 Immediate Family

An employee's immediate family, for purposes of paragraph 9.2, shall include only the employee's spouse, parents, children, and those relatives who reside in the employee's immediate household.

9.7 Parental Leave

Parental leave shall be granted on an employee's request at the times and for the reasons specified in ORS 659.360(1). The employee seeking parental leave shall be entitled to utilize any accrued vacation leave or other compensatory leave during the parental leave. The employee shall give the Sheriff written notice at least 30 days in advance of the anticipated date of delivery, stating the dates during which each parent intends to take parental leave. Upon termination of the parental leave of absence, the employee shall be restored to the employee's former job without loss of seniority. So long as the employee is utilizing accrued vacation leave or other compensatory leave, benefits shall accrue during parental leave. However, no benefits shall accrue during parental leave if the employee elects unpaid leave. Hours taken as paid leave shall qualify for the eligibility requirement for medical insurance under section 13.1; hours taken as unpaid leave shall not qualify.

9.8 Sick Leave Incentive

An employee who uses no sick leave during the entire calendar year is entitled to one day of wages paid by January 31 of the following year. For purposes of this section, one day of wages is paid as 8, 10 or 12 hours consistent with the employee's shift.

ARTICLE 10 – FUNERAL LEAVE

10.1 Funeral Leave

An employee shall be granted up to 40 hours of funeral leave (except for employees assigned to 3/12 or 4/12 shifts, who shall be granted up to a maximum of 48 hours of funeral leave) with regular pay in the event of a death in the immediate family of the employee as may be necessary for making household adjustments and attending the funeral. This leave can be used over a two (2) week period. An employee's immediate family shall include only the current spouse, parents, grandparents,

grandchildren, children, brother, sister, mother-in-law, father-in-law, and other relatives residing in the employee's immediate household.

An employee shall be granted OFLA leave as provided for in ORS 659A.159. Such leave, however, shall not be in addition to leave taken as provided for above.

10.2 Pall Bearer Leave

Employees shall be granted leave up to one regular shift with regular pay if they perform funeral services as a pall bearer. In the event less than one day is required to perform such service, the employee shall be granted sufficient time to properly perform that service. The length of time necessary to perform the service shall be determined by the Sheriff. Such determination by the Sheriff shall not be arbitrary or capricious.

ARTICLE 11 – OTHER LEAVES OF ABSENCE

11.1 General Leaves of Absence

Leaves of absence without pay not to exceed ninety (90) calendar days shall be granted upon establishment by the employee of reasonable justification therefor in instances where the work of the Sheriff's Office will not be seriously handicapped by the temporary absence of the employee. Requests for such leaves must be in writing. Normally such leave will not be approved for an employee for the purpose of accepting employment outside the service of the County. Such leaves may be renewed or extended upon request of the employee and in the discretion of the Yamhill County Sheriff.

11.2 Jury Duty

Employees shall be granted leave for service on a jury. Employees released for jury duty shall receive their regular pay, but no overtime for all regular work time spent on jury duty. All monies received for jury duty when the employee received their regular salary for the period of required services as a juror shall be turned over to the County. An employee shall not be compensated for or granted a leave from service for jury duty during nonworking days or for anytime not during the employee's normal work shift.

11.3 Appearances

Leave with pay shall be granted for appearances before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority when the appearance is job-related. When such an appearance is not job-related, leave without pay shall be granted. If the appearance is job-related and compensation is paid to the employee, the compensation received shall be tendered to the County.

11.4 Family Medical Leave

Family medical leave will be offered to eligible employees in accordance with state and

federal law. Except in emergencies, the employee must inform the supervisor of the use of family medical leave at least 24 hours before using the leave.

11.5 Educational Leave

After completing one year of continuous service, a full-time employee, upon written request, may be granted a leave of absence without pay by the County for the purpose of upgrading their professional ability through enrollment in educational courses directly related to the employee's employment at an accredited school or course of study. The period of such leave of absence shall not exceed one year but may be renewed or extended upon request of the employee and approval by the County. One-year leaves of absence with requested extensions for educational purposes may not be provided more than once in a three-year period.

11.6 Conferences

Employees may also be granted time off with pay for educational purposes, for reasonable lengths of time, to attend conferences, seminars, briefing sessions, training programs, and other programs of a similar nature that are intended to improve or upgrade the employee's skill and professional ability, when directed by the Sheriff to attend. No employee shall be authorized to attend a school, training, or educational program in excess of four (4) weeks unless such employee first agrees in writing to either continue in the active employment of the County for at least one full year following completion of the program, or if the employment is voluntarily terminated within that year or while in attendance at the program, to reimburse the County for the salary paid to the employee while attending such program.

11.7 Armed Forces Leave With Pay

A regular full-time employee who has been employed for six (6) full months with the County before applying for military leave and who has not been on military leave at the time of application, shall be granted a military leave of absence with pay for a period not to exceed fifteen (15) calendar days in any one training year, in accordance with ORS 408.290.

11.8 Armed Forces Leave Without Pay

Military leave will be granted to all regular employees who are absent from work because of service in the United States uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and state law.

ARTICLE 12 – COMPENSATION

12.1 Salary and Wage Schedule

a) **BASE WAGE.**

- (1) On the first day of the pay period after July 1, 2024, base salaries shall be increased by one and one half percent (1.5%) as a cost of living adjustment.

- (2) On the first day of the pay period after July 1, 2025, base salaries shall be increased by two percent (2%) as a cost of living adjustment.
- (3) On the first day of the pay period after July 1, 2026, base salaries shall be increased by two and one half percent (2.5%) as a cost of living adjustment.

b) **INCENTIVE PAY.** Subject to the maximum premium stated in this paragraph, the following amounts of incentive pay shall be paid monthly to all members who have satisfied criteria stated in this subsection. An eligible employee may receive intermediate or advanced DPSST certification incentive pay, but not both. An eligible employee may receive AA degree or BA degree educational incentive pay, but not both. The maximum premium for combined DPSST Certification Pay and Educational Incentive Pay is 12% per month.

- (1) **Intermediate DPSST certification pay.** A certified employee shall be paid a monthly premium of 4% of the monthly salary as stated on the salary schedule if the employee holds a current intermediate DPSST certification.
- (2) **Advanced DPSST certification pay.** A certified employee shall be paid a monthly premium of 6% of the monthly salary as stated on the salary schedule if the employee holds a current advanced DPSST certification.
- (3) **AA degree or equivalent educational incentive.** An employee shall be paid a monthly premium of 4% of the monthly salary as stated on the salary schedule if the employee has received an AA degree or equivalent credit hours from an accredited institution of higher learning, or has obtained 90 educational points as defined below.
- (4) **BA Degree or equivalent educational incentive.** An employee shall be paid a monthly premium of 6% of the monthly salary as stated on the salary schedule if the employee has received a B.A. or B.S. degree or equivalent credit hours from an accredited institution of higher learning, or has obtained 180 educational points as defined below.
- (5) **Definition of “educational points” for educational incentive.** Educational points are as defined by DPSST.
- (6) **Premium for Bilingual in Spanish and English.** An employee shall be paid a monthly premium of 5% of the monthly salary as stated on the salary schedule if the employee is bilingual in English and Spanish and demonstrates a street-level fluency in Spanish. The bilingual premium is not subject to the maximum combined incentive pay premium for certification and educational incentives.
- (7) **LEDS representatives.** An employee shall be paid a monthly premium of

2% of the monthly salary as stated on the salary schedule if the employee has been designated as a LEADS representative by a command officer.

- (8) **DETECTIVE INCENTIVE**. The parties agree that Detective is an assignment and not a job classification. Based on a competitive selection process, the Sheriff will assign deputies to serve as Detectives. The assignment of Detective may be withdrawn for cause or upon the imposition of discipline against the employee under Article 14 of the Agreement. Employees assigned as a Detective will be paid a monthly incentive of five percent (5%) of their monthly salary as stated on the salary schedule (based on the Patrol and Corrections Deputy salary range, Range 12).
- (9) **CORPORAL INCENTIVE**. The parties agree that Corporal is an assignment and not a job classification. Based on a competitive selection process, the Sheriff will assign deputies to serve as Corporals. Corporals shall have no authority to discipline. The assignment of Corporal may be withdrawn for cause or upon the imposition of discipline against the employee under Article 14 of the Agreement. Employees assigned as a Corporal will be paid a monthly incentive of seven and one half percent (7.5%) of their monthly salary as stated on the salary schedule (based on the Patrol and Corrections Deputy salary range, Range 12).

c) **LONGEVITY BONUS**. Employees will receive a premium paid on base salary at the following percentages.

- (1) Ten years continuous service with the County: 2%.
- (2) Fifteen years continuous service with the County: 2.5%
- (3) Twenty years continuous service with the County: 3%

The above percentages are not cumulative.

d) **STEPS**. Eligible employees will receive a step increase on their anniversary date.

e) **COMPENSATION FOR CANINE HANDLER**. With the consent of the employee, the Sheriff may assign an employee as a Canine Handler. The assignment of Canine Handler may be withdrawn for cause or upon the imposition of discipline or upon the retirement of a K-9, based on the operational needs of the office as determined by the Sheriff or designee. Effective July 1, 2025, an assigned Canine Handler shall receive a monthly premium equivalent to 10% of their monthly salary (based on the Patrol and Jail Corrections Deputy salary range, Range 12). The parties agree the 10% incentive is sufficient to meet the legal compensation requirements for the off-duty care and feeding of the canine.

f) **PHYSICAL FITNESS INCENTIVE.**

- (1) Any member who elects to take, and passes, one of the Oregon Physical Agility Test (ORPAT) that are offered by the Yamhill County Sheriff's Office (YCSO) twice per year each calendar year will be paid a bonus of \$350.00 in the paycheck due December 15. Only YCSO offered ORPAT tests will qualify the employee for the bonus. No incentive pay or other wage roll-ups including PERS contributions will be paid on the bonus. Participation in YCSO offered ORPAT tests are voluntary and will not be considered hours of work for purposes of overtime, and will not be considered paid time if done during time off from work.
- (2) A member who elects not to take the ORPAT to qualify for the bonus or does not pass the ORPAT if the test is taken will not be subject to disciplinary action by virtue of non-participation or failure.

12.2 FIELD TRAINING OFFICERS

- a) **ASSIGNMENT.** The Sheriff will assign up to three full time patrol deputies and up to three full time corrections deputies to serve as Field Training Officers (FTO). Further FTO assignments will be authorized by the Sheriff or designee. However, the Sheriff or designee may request a qualified patrol deputy, corrections deputy or records clerk to assist in training when necessary, in a part time capacity. In such event, the affected employee will be compensated at 5 hours compensatory time per pay period while actually engaged in training as directed by the command officer.
- b) **TERM.** The term of a full time FTO assignment is two years. At the election of the Sheriff or designee, the assignment of FTO may be withdrawn for cause or upon the imposition of discipline against the employee under Article 14 of the Labor Agreement.
- c) **PREMIUM.** After an employee has been assigned as a full time FTO and completed FTO training, the employee will receive a premium of 5% of base monthly salary stated on the salary schedule so long as the employee remains assigned as an FTO. The premium is not subject to the maximum monthly premium for combined incentive pay stated in section 12.1 of the Agreement.
- d) **TRAINING.** If training is available and if authorized by the Sheriff, employees assigned as FTOs will attend two 8 hour training sessions each year. FTOs must be qualified to train at the full-time employee level and must be available to assist with remedial training of current employees. FTOs will attend regularly scheduled meetings which will be scheduled to coincide with employees' work schedules when possible. Meetings and training scheduled outside of regularly scheduled work hours will be compensated in accordance with Section 12.6 of the Agreement (Training Time).

- e) **CORPORALS.** Corporals are not entitled to be assigned as FTOs. However, a corporal may train patrol deputies or corrections deputies when necessary as determined by the Sheriff or designee when an assigned FTO is not available to train due to absence or other reasons.

12.3 **Mileage**

An employee required to report for special duty or assignment at any location other than the established reporting location and who is required to use their personal automobile for transportation to such location, or who is required to use their personal automobile as a part of his regular duties, shall be compensated at the mileage rate for the use of such automobile directly in the line of duty as is paid by the county to other employees.

12.4 **Bonding**

Should a bond be required of any employee in the course of employment, the premiums shall be paid by the County and the bond shall be procured by the county.

12.5 **Temporary Transfers to a Higher Bracket**

- a) Any employee temporarily transferred from a job classification in a lower bracket to a job classification in a higher bracket shall be paid at the higher bracket rate while actually engaged in the work classified in the higher bracket.
- b) In the event an employee, as the result of illness, or off the job injury, is medically unable to perform the duties and responsibilities of his position, the Sheriff may have the option, with the consent of the employee, to temporarily assign the employee to a lower or different job classification which is within the medical capabilities of the employee. In the event that the Sheriff so elects, pursuant to this provision, the employee shall be paid in accordance with the salary schedule for the classification to which the employee is temporarily assigned. Said pay will be at the same step within that classification as the employee is presently placed. This reassignment is for temporary purposes for medical reasons only.

12.6 **Compensation for Training Time**

- a) DPSST Certified deputies will attend staff meetings, training seminars, and firearms qualifications on a regular basis. In addition, DPSST certified deputies will attend in-service training sessions that are required to meet DPSST minimum certification or employment requirements. These in-service training sessions may be held on off-duty time but will be compensated at straight time. However, straight time compensated in-service training time will not exceed two 8-hour in-service sessions per year. These in-service training sessions shall not be considered consecutive days for purpose of paying overtime or double time. Non-certified staff will also attend staff meetings, training seminars and other employer required training on a regular basis.

The Sheriff will make every effort to schedule all staff meetings, training seminars, in-service training, firearms qualifications and other employer required training at mutually convenient times for the greater majority of those required to attend. Except for the in-service training sessions for DPSST certified deputies described above, all employees attending staff meetings, training seminars, firearms qualifications (or similar work activities), or other required training outside of the employees' normal work schedules will be compensated at the overtime rate of time and one-half of their regular pay rate.

- b) A training committee of five members shall be established to set agendas and schedule training classes so that they may be meaningful. Two members of this committee will be bargaining unit members selected by the Union and membership.
- c) Training is not considered to be included in "all work performed" for purposes of Article 6.2(b).

ARTICLE 13 – HEALTH AND WELFARE

13.1 Medical Insurance and Long-term Disability Insurance

- a) The County shall purchase for employees covered by this Agreement the following Oregon Teamsters Employers Trust Plans, subject to the maximum monthly premium established in subsection (d) of this section:
 - Health and Welfare Plan GWL (which includes retiree insurance R-3)
 - Dental Plan 6
 - Vision Plan 4

While this Agreement is in effect, the County will provide *\$125 per month per member for a Voluntary Employee Beneficiary Association Medical Expense Plan ("VEBA") to be administered on behalf of all members by a third party administrator. The cost of the VEBA is not considered part of the combined premiums for purposes of Section 13.1(d). (*25 of those dollars are from a direct dollar for dollar savings to the County for no longer having to pay the R-3 premium.)

- b) The County shall purchase for employees covered by this Agreement a Group Long Term Disability Insurance Plan, subject to the maximum monthly premium established in subsection (d) of this section.
- c) Eligibility for employer-paid insurance coverages in this section shall be limited to all employees covered by this Agreement who have been employed for forty (40) hours in the previous month. However, an employee shall be credited with time worked to meet the 40-hour requirement under the following circumstances: (1) The employee is away from regularly scheduled work while on a paid leave authorized under this Agreement; or (2) the employee is away from regularly scheduled work

while on Family Medical Leave authorized by state or federal law.

- d) The maximum monthly premium (“the cap”) for the cost of combined premiums described in subsections (a) and (b) of this section shall be as follows:

effective 7/1/24 through 6/30/25: \$1,700.00

effective 7/1/25 through 6/30/26: \$1,750.00

effective 7/1/26 through 6/30/27: \$1,800.00

If the maximum monthly premium for the cost of combined premiums exceeds the cap established by this subsection, the excess over the cap shall be split 50%-50% by the employee and the County. The employee’s share shall be paid by payroll deduction.

13.2 Pension Benefits

The County shall pay all employer and employee contributions required to maintain its existing pension plan with the Oregon Public Employees Retirement System as such plan may be modified by requirements under Oregon statutes.

ARTICLE 14 – DISCIPLINE AND DISCHARGE

14.1 Cause for Discipline

- a) The County may discipline an employee for reasonable cause, but no employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee of a complaint against the employee concerning the employee’s work or conduct, except that no such prior warning notice shall be necessary if the cause for discharge or suspension is dishonesty, drinking related to employment or the operation of a motor vehicle, use or sale of illegal drugs, gross insubordination, conviction of a crime, a violation of Section 4.2, gross negligence in the performance of duties which causes immediate danger to the life of the employee, fellow employee(s) or third persons, gross misconduct, sexual misconduct in connection with work, or deliberate destruction of county property. Suspensions shall not exceed 80 work hours. Discipline will be within the disciplinary range (with mitigating and aggravating factors included) as outlined by the Oregon Administrative Rules as established through the State of Oregon Commission on Statewide Law Enforcement Standards of Conduct and Discipline (“Rules”) for those specific employees to whom the Rules apply by law under the specific circumstances stated in those rules.
- b) As used in this Article, “discipline” means the following sanctions: discharge from employment, suspension without pay, demotion in classification and written warning notice. “Discipline” does not include a written letter of instruction. All non-disciplinary documents, including but not limited to a written letter of instruction, are

not subject to Article 15, Settlement of Disputes.

- c) "Discipline" also includes a one-step demotion in salary step and forfeiture of a maximum of 40 hours of vacation credits in the following circumstance: If the Sheriff tentatively decides to impose a suspension without pay following the process described in Section 14.3 and elects to offer the employee a choice of sanction, the Sheriff may offer the employee a suspension without pay or equivalent demotion in salary step or forfeiture of vacation credits in lieu of a suspension without pay. In such case, the choice of sanction may be decided by the employee.

14.2 Warning Notice; Similar Misconduct

The complaint specified in such prior written warning notice must concern the same type of misconduct as the cause of discharge or suspension. No such written warning notice shall remain in effect for a period of more than twelve (12) months, at which time the written warning notice, E.W.P.D. and letter of instruction shall be removed from the employee's personnel file. The County must give notice of possible intent to discipline for non-criminal misconduct within twenty-one (21) calendar days of the day the County first has knowledge of the complaint giving rise to the discipline; otherwise the discipline will be disallowed. Any discipline imposed under this Article must be imposed within a reasonable time.

14.3 Investigation and Due Process.

- a) Before imposing discipline under this Article, the Sheriff or their designee shall investigate the alleged misconduct to determine whether discipline appears to be warranted.
- b) Following the investigation, if the Sheriff or their designee believes the appropriate discipline is a written warning notice, the Sheriff or their designee may issue the written warning notice. If the employee or the Union is dissatisfied with the written warning notice they may refer it to the grievance procedure under Article 15.
- c) Following the investigation, if the Sheriff or their designee believes the appropriate discipline is discharge from employment, suspension without pay or demotion in classification, the Sheriff or their designee must provide the Union and the employee with a Notice of Pre-Disciplinary Meeting setting forth allegations of misconduct and offering the employee an opportunity to be heard prior to the imposition of discipline. If discipline is imposed and the Union or employee is dissatisfied with the discipline, the discipline may be referred to the grievance procedure under Article 15.

14.4 Notices to Union and Employee.

In no event will the County impose discipline under this Article other than a written warning notice until the County has delivered, by personal delivery, mail, email or fax, prior written notice to the Union and the employee of the rights afforded by Section 14.3(c).

14.5 **Records**

A copy of any discipline imposed under this Article shall be delivered by personal delivery, mail, email or fax to the Union, Teamsters Local 223 and the employee as soon as practical.

14.6 **Definitions.**

For purposes of this Article, the following definition applies. “Sexual misconduct in connection with work” means any conduct constituting sexual harassment under Oregon Administrative Rule 839-005-0030 or any overt sexual activity occurring in the workplace in which the employee is a willing participant.

ARTICLE 15 – SETTLEMENT OF DISPUTES

15.1 **Grievance and Arbitration Procedure**

Any grievance or dispute which may arise between the parties will be settled in the following manner:

Step 1: The affected employee or the employee's representative on behalf of the employee, shall within 15 days of the date the notice is received (excluding Saturdays, Sundays, and holidays) and in the form provided in Section 14.3, take up the grievance or dispute with the supervisor. The grievance shall contain a statement of the grievance, the sections of the Agreement alleged to have been violated and the remedy sought. The supervisor shall respond in writing within five working days. Failure of the supervisor to respond will constitute an unsatisfactory adjustment of the grievance or dispute.

Step 2: If the grievance or dispute has not been satisfactorily resolved at Step 1, the employee or the employee's representative may present the grievance in writing within five working days from the date that the response is due from the supervisor to the Sheriff. The Sheriff shall respond to the employee or representative in writing within five working days after the receipt thereof. Failure to respond by the Sheriff will constitute an unsatisfactory adjustment of the grievance. The Union may initiate a grievance at Step 2 within 15 days of the date the notice of discipline was received as provided in Section 14.3, even though an employee may not have initiated a grievance at Step 1. This right however shall be limited to grievances or disputes concerning matters of unit-wide concern, including but not limited to interpretations of this Agreement, or grievances affecting more than one party. Grievances which affect only a single employee must be raised at Step 1. Grievances involving termination of employment may be initiated at Step 2 within 15 days of the termination.

Step 3: If the grievance or dispute remains unadjusted, it may be presented by either party to the Oregon Employment Relations Board for assignment to a mediator. The parties may, by mutual agreement, waive this step. A request for mediation shall take place within ten (10) working days of the Sheriff's response, or the date by which the response was due. If mediation is requested, it shall take place no later than fourteen (14) days after the request, unless mutually agreed to extend the timeline.

Step 4: If the grievance involves discipline of a sworn law enforcement officer, the moving party agrees to request an arbitrator consistent with the 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 does not involve discipline of a sworn law enforcement officer and is still unsettled, either party may, within ten (10) working days after the conclusion of the above-applicable grievance steps, by written notice to the other, request arbitration of the dispute by a third party jointly agreed upon by the Sheriff and the Union. If the parties are unable to agree upon an arbitrator, the Oregon State Mediation and Conciliation Service shall be requested to submit a list of nine (9) names. The party requesting arbitration 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 hear both parties on the disputed matter and shall promptly render a decision in writing which shall be final and binding on the parties. Such findings and decision shall be immediately forwarded to both parties and may be made available to the public. Expenses for the arbitration shall be borne equally by the County and the Union. Each party shall be responsible for compensating its own 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 and the other party.

The arbitrator shall have no authority to add to, modify, amend, or detract from this Agreement. The decision of the arbitrator shall be final and binding on the County, the Union, and the employee involved. The grievance and arbitration procedure set forth in this Article is provided as the exclusive means for resolving disputes over the meaning, interpretation, or application of this Agreement.

15.2 Union Representatives

Names of employees selected by the Union to act as its representatives shall be certified in writing to the County. Activities of its representatives in connection with the Union, excepting attendance at meetings with supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee under paragraph 15.1 shall not interfere with their or other employees' regular work assignments as employees of the County.

15.3 Union-Management Meetings

The County or its designee shall meet at mutually convenient times with representatives of the Union. All such meetings with the County shall be held, if practicable, during working hours and without loss of pay to authorized participating employees. The County's obligation to pay for time spent during working hours in such meetings under this Agreement shall be limited to two (2) Union members. The purpose of such meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the Union representatives may discuss with the County other issues which would improve relationships between the parties. Prior notice of topics for discussion at such meetings shall be furnished by each party to the other.

15.4 Time Limits

The time limits set forth in Articles 14 and 15 relating to the resolution of disputes shall be binding on the parties. Failure of the employee to process or move a grievance within the time limits so provided shall constitute a waiver of the grievance and dispute. Failure of the County representative to respond within the time shall constitute a waiver of the right to object to the progression of the grievance to the next step. The time limits provided in Article 15 may, however, be waived, modified, or extended by mutual agreement of the parties in writing.

ARTICLE 16 – SENIORITY

16.1 Seniority

"Seniority" as used in this agreement is determined by the length of an employee's continuous service with the Sheriff's Office in the bargaining unit since the employee's last date of hire. An employee moving to another position within the bargaining unit (including being promoted within the bargaining unit) will retain the employee's seniority date; a movement to a new bargaining unit position (including being promoted within the bargaining unit) will not establish a new hire date or change the member's seniority.

16.2 Probationary Period

A new employee or divisional transfer shall be on probation after being hired, or after being transferred, for eighteen months. Except for vacation leave and sick leave less than five consecutive days, time spent on leave or any time not working in full-duty capacity, is not included in the eighteen-month probationary period.

Employees transferred or promoted to a YCSO bargaining or non-bargaining position shall have a one year trial period and if found not qualified shall be returned to their prior position provided their prior position is available at that time. If their prior position is not available at that time, then the employee shall be laid off but shall retain the right to recall for a period of one (1) year from the date of layoff.

A lateral transfer from another agency who has Oregon DPSST certification or another state equivalent shall be on probation after being hired for twelve months. Except for vacation leave and sick leave less than five consecutive days, time spent on leave or any time not working in full-duty capacity, is not included in the twelve-month probationary period.

An employee completing the probationary period shall be placed on the seniority list and given seniority ratings within the bargaining unit as of the date when they became a member of the bargaining unit. During the probationary period for a newly hired employee or a lateral transfer the Sheriff may terminate the probationary employee for any reason not prohibited by law, with or without cause. Any termination of a newly hired or lateral probationary employee for any reason is not subject to the grievance process and shall in no event constitute a violation of this Agreement.

16.3 Seniority List

The County will post on the bulletin board and provide the Union with a copy of the seniority list on January 15th and July 15th of each year. Should any objections arise to seniority listings, such objections must be made within thirty (30) days after posting the roster, with the exception that any employee who is off work due to injury, illness, or layoff at the time of posting the roster shall have a thirty (30) day period after returning to work to enter such objection.

16.4 Application of Seniority

- a) The application of seniority in vacation scheduling is set forth in Section 8.4 of this Agreement.
- b) Determinations of individuals to be promoted or transferred within the bargaining unit shall be based upon the skills and abilities of the employees involved. Where skill and ability of two (2) or more employees are equal, the employee with the greater seniority shall prevail.
- c) Except as provided under 16.2, in the event it becomes necessary to lay off employees, the layoffs shall be by inverse order of seniority within each job classification affected, subject to the qualifications of the senior employees retained to perform the work required and subject to applicable requirements with respect to employees under federal and state grants. Employees shall be called back from layoff according to seniority in the classification involved. A laid off employee shall retain the right to recall for a period of one (1) year from the date of layoff. Laid off employees shall be recalled only by certified mail, addressed to the employee's last address of record with the County, return receipt requested, and shall have five (5) days following receipt of such notification (or return of the undelivered letter to the County) in which to inform the County of intent to return to work, and an additional (10) days therefrom in which to report for work.

16.5 Seniority on Return of Promoted Employee to Bargaining Unit

- a) A former bargaining unit employee promoted to a non-bargaining position within YCSO is entitled to exercise seniority which had accrued prior to the promotion if the employee left the non-bargaining position for any reason other than disciplinary demotion. The employee may not displace a bargaining unit member employee to re-enter the bargaining unit other than as allowed by Section 16.2. Upon re-entering the bargaining unit, the employee shall retain seniority which had accrued prior to the promotion; provided, however, that the employee may not exercise seniority rights under Section 16.4(c) for a period of one year after re-entering the bargaining unit.
- b) An employee re-entering the bargaining unit as a result of disciplinary demotion has no seniority upon re-entering the bargaining unit and will be subject to the probationary period established by Section 16.2.

ARTICLE 17 – GENERAL PROVISIONS

17.1 Gender

All references to employees in this Agreement shall be construed to include all employees regardless of gender.

17.2 Existing Conditions

No reduction in existing working conditions or benefits which constitute mandatory subjects for bargaining not covered elsewhere in this Agreement shall be made. Any dispute as to whether a change in working conditions or benefits is justified may be taken up as a grievance under Article 15. Nothing in this Agreement shall be construed to prohibit or limit the right of the County to grant bonuses, time off with pay for personal reasons, natural disasters, rescue work or property damage, consistent with the County's prior practice and orders.

17.3 Negotiation Meetings

The County and the Union shall notify each other of the names of the persons authorized to negotiate for the parties. Negotiations shall, to the extent possible, be conducted during normal working hours. Union negotiators otherwise scheduled to work during the hours of negotiating meetings shall, consistent with operations of the Sheriff's Office, be excused from their normal duties, with no loss in pay, for the purpose of attending negotiating meetings with the County. The County's obligation to pay Union negotiators while attending negotiating meetings with the County shall be limited to designated representatives, to a maximum of four (4).

17.4 Liability Insurance

The County shall continue to provide liability insurance in the amounts required by Oregon statutes for all employees for liability from suits, actions, and claims arising out of the course of their employment.

17.5 Safety Committee

Two (2) employees shall be selected by the Union to serve on the County safety committee, which will confer on a regular basis on County time for the purpose of reviewing and maintaining safe working conditions. The two (2) members will offer opinions and suggestions only.

17.6 Credit Union Payroll Deduction

The County shall deduct from an employee's monthly pay the monthly amount due to the Union's credit Union after receiving authorization from the employee.

17.7 Statements

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,

ARTICLE 18 – RESERVED

ARTICLE 19 – SAVINGS CLAUSE

19.1 Savings Clause

Should any article, section, or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to reopen this Agreement for the limited purpose of negotiating a substitute, if possible, for the invalidated article, section, or portion. If the parties are unable to agree, the issue may be submitted to binding arbitration without the necessity of fact-finding following negotiations and mediation.

19.2 Funding

The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. All such wages and benefits are therefore dependent upon sources of revenue and annual budget approval. The County will not reduce the wages and benefits specified in this Agreement because of budgetary limitations but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The County agrees to notify and to meet and discuss with the Union the options available prior to implementing any layoffs proposed because of budgetary limitations. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement but makes no guarantee as to the passage of such budget requests pursuant to established budget procedures. This paragraph 19.2 and County action thereunder shall not be subject to Article 15.

ARTICLE 20 – DURATION AND OPENING

This Agreement shall be in effect from July 1, 2024, or upon execution, whichever is later, through June 30, 2027, and shall remain in full force and effect and shall be automatically renewed from year to year unless either party notifies the other in writing not later than February 1, 2027, or any subsequent year, that it wishes to modify or terminate this Agreement. In the event such notice is given,

negotiations shall begin no later than thirty (30) days after such notice.

Ratified by the Union, Sheriff and Board of Commissioners prior to execution of this agreement.

TEAMSTERS LOCAL 223

DocuSigned by:

DC9BDE0D2298488...
KARINE TROWBRIDGE

President
DocuSigned by:

68C0A6966F78456...
AUSTIN DEPAOLO
Secretary/Treasurer

YAMHILL COUNTY, OREGON

Signed by:

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SAM ELLIOTT, Sheriff

Signed by:

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LINDSAY BERSCHAUER, Chair

Signed by:

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KIT JOHNSTON, Commissioner

Signed by:

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MARY STARRETT, Commissioner

APPROVED AS TO FORM

DocuSigned by:

By: 42D9EF9444634DC...
CHRISTIAN BOENISCH
Yamhill County Legal Counsel

Approved by the BOC on:11/14/24

via Board Order No.:24-340

Appendix A

(Drug and Alcohol Testing Program)

AGREEMENT: The following policy shall apply to all bargaining unit members for the term of the Labor Agreement:

YAMHILL COUNTY SHERIFF'S OFFICE DRUG AND ALCOHOL TESTING POLICY

Section I. PHILOSOPHY

A. GENERALLY.

1. The Yamhill County Sheriff's Office believes the citizens of Yamhill County are entitled to a professional law enforcement staff comprised of patrol deputies, corrections deputies and other Sheriff's Office personnel who are alert and free from drugs or alcohol while on duty. The YCSO also believes County employees are entitled to a safe work environment. To ensure that the YCSO can provide a professional law enforcement staff and a safe work environment, all employees during working hours are expected to be free from any substance, whether illegal or legal, that can adversely affect job performance or place the health and safety of co-workers or the public at risk.

2. This policy is a critical step in establishing and maintaining an efficient and safe work force and will be applied in conjunction with all established YCSO policies, procedures and programs. The YCSO will vigorously pursue the enforcement of this policy while protecting the privacy of its employees to the greatest extent possible. It is the intent of this policy to encourage and support employee recovery from substance abuse through the Employee Assistance Program (EAP) unless the EAP proves ineffective for that employee.

3. The County will not conduct random drug testing.

B. EDUCATION. To maximize the effectiveness of this policy, it will be communicated to all employees by memo, bulletin board, County newsletter and meetings as necessary. Supervisors and shop stewards will receive training to implement and enforce this policy.

Section II. VOLUNTARILY SEEKING HELP

A. This policy is not intended to infringe upon or displace any drug and alcohol rehabilitation system available to those employees who seek help on their own. Drug and alcohol abuse can be successfully treated and the County is willing to work with any employee who suffers from drug or alcohol problems. It is the employee's responsibility to seek assistance before drug or alcohol abuse problems lead to safety or misconduct incidents or violations that can lead to disciplinary action.

B. Any employee with a substance abuse problem is encouraged to seek professional help. No discipline or discrimination will result solely from an employee asking for assistance, but the County

reserves the right to otherwise discipline for cause. The YCSO will grant a leave of absence for treatment when determined necessary by a competent treatment professional or medical provider. During the absence, the employee may use any accrued vacation, sick leave, compensatory time or authorized leave under the Family Medical Leave Act. If the leave is unpaid, the provisions of Section 8.2 shall govern for vacation accrual. The request for assistance and any admission to a treatment program will be handled in a confidential manner.

Section III. PRESCRIPTION DRUGS AND OVER-THE-COUNTER DRUGS. Abuse of medically-authorized is a violation of this policy. Using another person's prescription medication is also considered abuse in violation of this policy. The use of medically prescribed or over-the-counter drugs during working hours is approved (not to include medically prescribed marijuana), provided there is no medical impediment or side effect which prevents the employee from performing their job safely and effectively. If there are any stated side effects which could prevent the employee from performing in a safe and effective manner, the employee is required to notify a command officer. Notification shall be made in writing. Such notification will be handled pursuant to State and Federal privacy rules. An employee may not work under the influence of a drug that could prevent the employee from performing in a safe and effective manner, even if the drug is a prescription drug or an over-the-counter drug.

For the purposes of this Appendix, "abuse" of prescribed medication means:

- (a) Using the medication in a manner the employee knows is inconsistent with the directions from the employee's health care provider (e.g. taking excessive quantities or using the medication for non-treatment purposes); and
- (b) has a significant adverse impact on the employee's ability to perform their work.

Section IV. DEFINITIONS The following definitions apply to terms used in this policy:

"ALCOHOL" - means any alcoholic beverage containing more than one-half of one percent alcohol by volume.

"BLOOD TEST" - means a chemical test of a person's blood by a qualified laboratory to measure the levels of a drug or its metabolites.

"BREATH TEST" - means a chemical test of a person's breath to determine blood alcohol content conducted with equipment recognized as adequate for use by certified law enforcement officers to enforce the provisions of ORS Chapter 813.

"CONTROLLED SUBSTANCE" - means a drug or its immediate precursor classified in Schedules I through V under the Federal Controlled Substances Act, 21 U.S.C. §§811 to 812, as modified under ORS 475.035. Under this policy, marijuana is also a controlled substance. "Marijuana" has the meaning given in ORS 475.005(15) (1993 replacement part).

"COUNTY PREMISES" - means all County owned property including real property, buildings, vehicles, lockers, desks, closets or other County owned property.

"LAST CHANCE AGREEMENT" - means an agreement between the Sheriff, the Union and the employee governing the conditions of the employee's reinstatement to work following satisfactory

completion of a treatment plan. A last chance agreement will be required after the employee is found to have violated any of the prohibitions contained in Section III. A last chance agreement may not remain in effect for a period longer than one year, unless mutually agreed to be for a longer duration.

"LEGAL DRUG" - means controlled substances prescribed by persons authorized to prescribe drugs under Oregon law, excluding medically prescribed marijuana, and over-the-counter drugs which have been legally obtained and are being used for their intended purpose or as prescribed.

"MANAGEMENT REPRESENTATIVE" - means a command officer appointed by the Sheriff to administer this policy. The "management representative" includes the Sheriff and any confidential secretary assigned to the Command Officer or Sheriff.

"POSITIVE ALCOHOL TEST" - means a Breath Test, Blood Test or Urine Test as defined in this section that results in a determination that the blood alcohol content of the person tested is 0.02% BAC or greater.

"POSITIVE DRUG TEST" - means a Blood Test or Urine Test as defined in this section that results in a determination that the blood or urine specimen contains levels of a drug or its metabolites in excess of the threshold levels published as of January 1, 2023, by Redwood Toxicology Laboratory, Inc., a California Corporation which will be attached to this Agreement as Appendix B.

"QUALIFIED LABORATORY" - means a laboratory qualified to conduct tests to determine the presence of given levels of drugs and their metabolites within a blood or urine specimen. A qualified laboratory must be certified by the National Institute on Drug Abuse (NIDA). Any change in the qualified laboratory selected by the parties on implementation of this Agreement shall be made by mutual agreement.

"REASONABLE SUSPICION" – means that a person holds a belief that is reasonable under the totality of the circumstances existing at the time and place, based on a set of objective and specific observations or facts based on direct observation, either by a supervisor or another employee, which leads a supervisor to suspect that an employee is under the influence of alcohol or restricted drugs while on-duty. Examples of observations or facts may include, but are not limited to, physical evidence of controlled substances, drug paraphernalia, patterns of erratic or abnormal behavior, disorientation or confusion, physical appearance consistent with drug or alcohol use (slurred speech, stumbling, bloodshot eyes, odor, etc.) or an inability to complete routine job tasks where there is not a reasonable explanation. Being involved in any particular type of incident including (but not limited to) traffic crashes or using physical force (including deadly physical force) in and of itself, does not establish reasonable suspicion to test. Employees will not be asked or directed to submit to a test without reasonable suspicion being established and explained; employees may be offered a chance for a voluntary test (at County expense) however an employee may decline a request for a voluntary test without any negative consequences.

"TESTING" - means the testing method authorized or required by this policy. In general, testing is the analysis of urine, blood, or breath to determine chemical content.

"UNDER THE INFLUENCE" - means that a person's physical or mental faculties are adversely affected by the use of alcohol or a controlled substance or an over-the-counter drug to a noticeable degree.

"Under the influence" includes not only the well-known and easily recognized conditions and degrees of intoxication, but also any abnormal mental or physical condition that results from consumption of alcohol or a controlled substance and that noticeably deprives the person of that clearness of intellect or control that the person would otherwise possess.

"**URINE TEST**" - means a chemical test of a person's urine by a qualified laboratory to measure the levels of a drug or its metabolites.

Section V. PROHIBITIONS (TREATMENT OPPORTUNITY AND REINSTATEMENT TO WORK CONDITIONALLY ALLOWED) This section establishes prohibitions that apply when an employee is on the job. In most cases, a first offense does not subject an employee to discharge if the employee satisfactorily completes the treatment plan explained in Section VIII. The prohibitions are as follows:

- A.** No employee of the YCSO shall report to work or perform work while the employee:
 - 1. Is under the influence of a controlled substance, alcohol or a legal drug; or
 - 2. Has within the employee's system levels of a drug or its metabolites in excess of the limits set forth in Appendix B; or
 - 3. Has within the employee's system levels of alcohol 0.02% blood alcohol content or greater.
- B.** Except for operations specifically authorized by a supervisor, no employee of the YCSO shall use any alcoholic beverage while on duty, including work breaks or meal breaks.
- C.** Except for medications prescribed by a physician licensed to practice medicine in Oregon, excluding medically prescribed marijuana, no employee of the YCSO shall use any controlled substance while on duty, including work breaks or meal breaks.
- D.** Except for operations specifically authorized by a supervisor, no employee of the YCSO shall use any alcoholic beverage on any site conducting County business.
- E.** Except in the performance of official job duties or as otherwise approved, no employee of the YCSO shall possess or attempt to distribute, sell, obtain, manufacture, transfer, share, or receive any alcohol, controlled substance or illegal drug while on-duty.
- F.** No employee of YCSO shall use, transfer, or possess drug paraphernalia or open alcohol containers for personal use while on County premises or YCSO paid time.

If Oregon Administrative Rules are established through the State of Oregon Commission on Statewide Law Enforcement Standards of Conduct and Discipline that include prohibitions that are more restrictive than those listed in this Drug and Alcohol Testing Program, the more restrictive prohibitions shall be in

effect for those specific employees to whom the prohibitions apply by law under the specific circumstances stated in those rules.

Section VI. CAUSE FOR SUSPENSION OR DISCHARGE FROM EMPLOYMENT. In addition to grounds set forth in the Collective Bargaining Agreement, the following violations shall be cause for suspension or discharge from employment:

- A. The sale, purchase, transfer, delivery or manufacture of controlled substances except as may be required in the lawful performance of duty.
- B. A positive drug test or positive alcohol test after the employee has previously tested positive.
- C. An employee's failure to comply with a treatment plan recommendation after notice and opportunity to cure the noncompliance.
- D. An employee's failure to satisfy any condition of a last chance agreement or an employee's breach of any condition of a last chance agreement.
- E. An employee's refusal to submit to a management representative's order for a breath test, blood test or urine test in a case in which the employee had previously refused an order for testing in a different case.
- F. Use of alcohol or controlled substances in a County vehicle.

Discipline for violations of this Drug and Alcohol Testing Program will be within the disciplinary range (with mitigating and aggravating factors included) as outlined by the Oregon Administrative Rules as established through the State of Oregon Commission on Statewide Law Enforcement Standards of Conduct and Discipline for those specific employees to whom the rules apply by law under the specific circumstances stated in those rules.

Section VII. DRUG AND ALCOHOL TESTING; PROCEDURE; WHEN ALLOWED

A. GENERALLY. Testing may only be required based on reasonable suspicion or as part of the stipulations in a current last chance agreement as described in this Appendix. The management representative may require an employee to submit to a Blood Test or Urine Test as defined in this Appendix to determine whether there exists within the employee's system amounts of a drug or its metabolites in excess of the limits established in Appendix B. The management representative may require an employee to submit to a Breath Test, Blood Test or Urine Test as defined in this Appendix to determine whether the employee's blood alcohol content is 0.02% or greater.

B. TESTING FOR REASONABLE SUSPICION.

1. The management representative may order a YCSO employee to undergo drug or alcohol testing when he or she has a reasonable suspicion that an employee has violated any of the prohibitions stated in Section V of this policy. In the case of a violation related to alcohol, the employee

will submit to a breath test upon notice by the management representative. In the case of a violation related to drugs, the blood test or urine test will not be administered sooner than 2 hours following notice to the employee by the management representative that a testing order may be issued.

2. In the case of a breath test related to alcohol, the testing will take place at a place designated by the management representative. In the case of a blood test or urine test related to drugs or alcohol, the testing will take place at a qualified laboratory. Testing shall occur within 24 hours of an order for testing.

3. The County will pay all expenses of the breath test. If the employee desires a blood test in addition to the breath test, the employee will have reasonable opportunity, upon request, for an additional chemical test for blood alcohol content to be performed at the employee's own expense by a qualified individual of the employee's choosing.

4. The County will pay all expenses of the initial blood test or urine test for testing related to drugs. If the employee desires a second blood test or urine test, the employee will have reasonable opportunity, upon request, for an additional chemical test to be performed at the employee's own expense by a qualified individual of the employee's choosing.

C. TESTING ON LAST CHANCE AGREEMENT. The management representative may require an employee then on a last chance agreement to be tested at any time with or without cause. The management representative shall confidentially arrange for the testing of the employee at a qualified laboratory. The County shall pay all expenses of testing. Testing shall occur within 24 hours of an order for testing. The employee shall be entitled to see the results of the testing.

D. MISCELLANEOUS TESTING REQUIREMENTS

1. A local medical facility or licensed testing facility will collect samples for alcohol and drug testing. A local medical facility or licensed testing facility will conduct laboratory and confirmatory testing on samples. When an employee is asked to undergo a drug test, he/she will be informed of the type of sample that must be provided and the method of sample collection. The employee will be asked to provide identification to the person who collects the sample. All testing shall be conducted immediately before, during, or after a work shift. Time spent in testing is considered work time for purposes of compensation and benefits and any time spent in a testing process outside of a regularly scheduled shift will be compensated at the overtime rate.

2. All samples shall be collected under reasonable and sanitary conditions and with due regard to the privacy of the individual who is being tested, and in a manner that is reasonably calculated to prevent substitution or interference with the collection of a reliable sample. All samples shall be labeled in a manner that reasonably precludes the probability of erroneous identification or sample tampering. Any sample that does not comply with the stipulations of this Appendix shall not be considered a valid sample for any purpose.

3. The management representative will receive test results and notify the Sheriff. No test results shall appear in an employee's personnel file except as necessary to substantiate the basis for a discharge or suspension from employment.

4. The employee's right to privacy will be protected to the greatest extent possible. A copy of the current Collection Protocol and Testing Procedures will be made available to employees upon request.

Section VIII. REFUSAL TO SUBMIT TO DRUG OR ALCOHOL TEST.

A. Whenever the management representative has authority under this policy to require an employee to submit to a drug or alcohol test and the employee refuses to submit to the test after being so directed, the employee will be presumed to have tested positive.

B. First refusal. In a case in which the employee had not previously refused an order for testing, the employee will be placed on paid administrative leave and directed to participate in an alcohol and drug abuse evaluation arranged and paid for by the County in the manner provided in Section IX ("PROCEDURE FOR RETURN TO WORK AFTER TREATMENT FOLLOWING FIRST POSITIVE TEST OR VIOLATION").

C. Subsequent refusals. In a case in which the employee had previously refused an order for testing, the employee will be placed on paid administrative leave pending an investigation and the employee may be subject to discipline, up to and including termination.

Section IX. PROCEDURE FOR RETURN TO WORK AFTER TREATMENT FOLLOWING FIRST POSITIVE TEST OR VIOLATION.

A. GENERALLY. An employee who for the first time receives a positive drug test, a positive alcohol test or is found to have violated a prohibition contained in Section V will not be disciplined for that reason alone. The employee is eligible to return to work as provided in this section after successfully completing a treatment program.

B. PROCEDURE

1. Upon determination that an employee for the first time has received a positive drug test, a positive alcohol test or has been found to have violated a prohibition stated in Section V, the employee will be placed on leave. While on leave, the employee may use any of their accrued leave time; if the employee has no accrued leave, the leave shall be unpaid.

2. The employee will be directed to report to a qualified drug and alcohol evaluator for evaluation at a time scheduled by the management representative.

3. On completion of the evaluation, the evaluator delivers a copy of the evaluation and recommended treatment plan, if any, to the management representative.

4. If the evaluator concludes that the employee is currently capable of performing their job, the employee will be returned to work so long as the employee agrees to abide by any recommended treatment. If the employee does not agree to abide by any recommended treatment, the

employee will remain on leave, an investigation will be commenced, and the employee may be subject to discipline, up to and including termination.

5. If the evaluator concludes that the employee is not currently capable of performing their job, the employee will be required to undergo any treatment plan recommended by the evaluator. If necessary, for treatment, the Sheriff shall grant a leave of absence for participation in a treatment plan. The employee may use any of their accrued leave time; if the employee has no accrued leave, the leave shall be unpaid.

6. Any treatment shall be at the expense of the employee.

7. As allowed by the treatment program, a management representative shall monitor the employee's treatment progress and report noncompliance to the Sheriff for further action.

8. Upon satisfactory completion of treatment as determined by the administrator of the treatment program, the employee shall be returned to work. Upon return, the employee shall be reinstated to the same position and salary held prior to being placed on leave.

Section X. SEARCH AND INVESTIGATION. Employees do not have any reasonable expectation of privacy with regard to County systems, equipment, or other property, on County premises or other work sites. When there is reason to believe that an employee may be in violation of this Appendix, YCSO may conduct a search of the workplace, including but not limited to drawers, desks, workstations, lockers, containers, County vehicles, and any County property on County premises or other work sites. Individual employees and their personal effects are not subject to searches without voluntary consent.

Section XI. APPLICATION OF GRIEVANCE PROCEDURE. The Union may submit any dispute arising under this testing policy to the Grievance Procedure established in the Collective Bargaining Agreement between the parties.

Section XII. MISCELLANEOUS

A. Each employee shall be required to read this Appendix and sign a form acknowledging that the employee has read and understands it.

B. Individual last chance agreements will include treatment plans or other matters pertaining to a particular case.

C. The County will provide access to current information to employees regarding where they can obtain assistance and information about drug and alcohol abuse.

**

Appendix B

(Drug and Alcohol Testing Program Threshold Document)

NOTE: Document attached.

MEMORANDUM OF AGREEMENT

(Continuation of Acting Sergeant Position in YCSO)

THIS MEMORANDUM OF AGREEMENT is made a part of the 2024-27 Collective Bargaining Agreement between Teamsters Local 223 (“the Union”) and Yamhill County, a political subdivision acting by and through its Sheriff and Board of Commissioners (“the County”).

RECITALS:

A. The parties agree it is appropriate to continue the AS - Training position. This Memorandum of Agreement is intended to clarify the status of the AS - Training for the duration of the Agreement. NOW, THEREFORE,

AGREEMENT:

The Sheriff, County and Union hereby agree as follows:

1. Continuation and Discontinuation of Positions. The limited duration position of Acting Sergeant - Training (AS - Training) is hereby continued as a Union bargaining unit position within the Yamhill County Sheriff’s Office.
2. Job Description. The current job description for AS - Training is made a part of this Memorandum of Agreement by reference.
3. Duration. The maximum duration of an appointment to AS - Training is 12 months. Reappointments of personnel to the position may not be made by the Sheriff or designee without the express, written approval of the Union and the Board of Commissioners before the reappointment is made. An appointment to the position may be terminated at any time by the Sheriff or designee. Upon termination or expiration of the appointment, the employee appointed to fill the position shall be reinstated to the employee’s prior position in the bargaining unit.
4. Compensation. An AS - Training shall be paid a monthly incentive of ten percent (10%) of their monthly salary as stated on the salary schedule (based on the Patrol and Corrections Deputy salary range, Range 12).
5. Authority to discipline. The AS - Training may not administer discipline for misconduct. Only a permanent supervisor outside the bargaining unit may administer discipline for misconduct. The scope of authority for an AS - Training for investigating complaints is set forth in the current AS-Training job description.
6. Appointment to position. Only bargaining unit members shall be eligible for appointment to the AS - Training position. When the Sheriff or designee determines the person to be appointed to the position, the provisions of Section 16.4(b) of the collective bargaining agreement shall apply. An initial appointment to an AS - Training position may be made by the Sheriff without approval by the Board of

Commissioners. A reappointment is subject to paragraph 3.

7. Scope of MOA. This Memorandum of Agreement applies only to the AS - Training position.

8. CBA not modified. Except as specifically modified by this Memorandum of Agreement, all other terms and conditions of the collective bargaining agreement shall continue in full force and effect.

YAMHILL COUNTY, OREGON

Signed by:

285CC3C3571A435...
SAM ELLIOTT, Sheriff

TEAMSTERS LOCAL 223

DocuSigned by:

DC9BDE0D2298488...
KARINE TROWBRIDGE, President

Signed by:

1E3542C8E2074D7...
LINDSAY BERSCHAUER, Chair
Board of Commissioners

MEMORANDUM OF AGREEMENT

(Staffing Levels for Corrections Division)

THIS MEMORANDUM OF AGREEMENT is made a part of the 2010-13 Collective Bargaining Agreement between Teamsters Local 223 (“the Union”) and Yamhill County, a political subdivision acting by and through its Sheriff and Board of Commissioners (“the County”). It was originally adopted April 8, 2009 by the Union and April 15, 2009 by the County.

RECITALS:

- A. The Staffing Levels Study completed by Sergeant Chris Schlegel and Deputy Mike Brooks on October 14, 2008 is the replacement for the NIC study called for in the Staffing Study MOA and incorporated as part of the 2007-2010 CBA.
- B. For purposes of this MOA, Corrections Deputies are members of the Union or are Fair Share employees working full time as a Corrections Deputy.
- C. To achieve at least 70% of the study recommended staff level of Corrections Deputies at current jail capacity, the County would need to employ twenty-one Deputies in the Correctional Facility (excluding Court Security). NOW, THEREFORE,

AGREEMENT:

- 1. Subject to numbered paragraph 2, the County agrees to maintain a staff level of twenty-one Deputies in the Correctional Facility.
- 2. The Union recognizes the current financial difficulty in hiring the twenty first Deputy and agrees to waive this requirement until June 30, 2010.
- 3. The parties agree that from time to time there may be vacancies, from normal attrition, and the County will fill those positions in a timely manner, allowing sufficient time to recruit qualified candidates.
- 4. Counterparts and Facsimile signatures. The parties may execute this agreement in counterparts, each of which shall be deemed to be an original thereof. The parties agree that facsimile signatures shall be accepted as original signatures with respect to this agreement.
- 5. CBA not modified. This Memorandum of Agreement does not create precedent on which any party may rely. Except as specifically modified by this Memorandum of Agreement, all other terms and conditions of the collective bargaining agreement shall continue in full force and effect.

YAMHILL COUNTY, OREGON

TEAMSTERS LOCAL 223

JACK CRABTREE, Sheriff

CLAYTON BANRY, Secretary-Treasurer

KATHY GEORGE, Chair
Board of Commissioners

(end of 2024-2027 collective bargaining agreement)