

**WALLOWA COUNTY SHERIFF'S ASSOCIATION
AND
WALLOWA COUNTY, OREGON**

COLLECTIVE BARGAINING AGREEMENT

Effective July 1, 2023 to June 30, 2026

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PREAMBLE

This Agreement is entered into between Wallowa County, Oregon and its elected officials, hereinafter referred to as the "County," and the Wallowa County Sheriff's Association, hereinafter referred to as the "Association."

The purpose of this Agreement is to set forth herein the full and complete agreement between the County and the Association on matters relating to collective bargaining and employment relations. This Agreement supersedes all prior agreements between the parties.

ARTICLE 1: RECOGNITION

1.1 Bargaining Unit Description. The bargaining unit shall consist of all fulltime Sworn Deputies, Sergeant, and Dispatchers of the Sheriff's Department and the classification of Community Corrections Parole and Probation Officer/Deputy excluding supervisory, reserves/"on-call", confidential, casual, temporary and relief employees.

1.2 Exclusive Bargaining Agent. The Association is recognized as the sole and exclusive bargaining agent for all employees in the bargaining unit for the purpose of negotiations with respect to employment relations as defined by ORS 243.650.

ARTICLE 2: MANAGEMENT RIGHTS

Except as otherwise specifically limited by the terms of this Agreement, the County retains all of the customary, usual and exclusive rights, decision making, prerogatives, functions and authority connected with, or in any way incident to, its responsibility to manage the affairs of the County or any part of it. Without limitation, but way of illustration, the exclusive prerogatives functions and rights of the County shall include the following:

- A. To direct and supervise all operations, functions and policies of the departments in which the employees in the bargaining unit are employed;
- B. To manage and direct the work force, including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, and retain employees; the right to determine schedules of work and vacations; the right to purchase, dispose of and assign equipment and supplies;
- C. To determine the need for a reduction or an increase in the work force;
- D. To establish, revise and implement standards for hiring, classification, promotion, quality or work, safety, materials and equipment;
- E. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards;

- F. To notify the Association regarding contracting out before any formal bids are solicited affecting bargaining unit work that will impact bargaining unit positions.

Except as provided by ORS 243.650 utilization of any management rights not specifically limited by this Agreement shall be at the County's discretion and not subject to negotiation or the grievance procedure.

The County will notify the Union in the event a new job classification within the bargaining unit and not recognized in this Agreement is created. In the event the Union requests to bargain over the wage level set by the County for the position and retroactivity to date of hire of any change agreed upon, the parties shall do so, provided however that the demand to bargain shall not delay implementation and hiring.

ARTICLE 3: ASSOCIATION SECURITY

3.1 Dues Check Off. The County agrees to deduct the uniformly required Association membership dues and other authorized fees or assessments once each month from the pay of those employees who have authorized such deductions in writing. The County shall transfer these funds as designated in writing by the. The County will provide notice to the Association within 10 calendar days of hiring a new employee in the bargaining unit inclusive of the employee's position, wage, and other information required by ORS 243.804.

3.2 New Employee Orientation: Within 30 days from date of hire, the County will permit an Association representative to meet with a new employee, or group thereof, during work hours for up to 30 minutes. Scheduling of this time will be by mutual agreement.

3.3 Deduction Process. For the purpose of calculating months to determine the beginning or end of the payroll deductions called for above, dues or like amounts shall be deducted for any calendar month during which the employee works compensable hours.

3.4 Hold Harmless. The Association will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County as a result of any County action taken pursuant to the provisions of this Article. The Association and the County each agree to reimburse any monies paid or not paid in error within 30 days of notification of such error. This indemnification includes the provisions of ORS 243.806.

3.5 Bulletin Boards. The County agrees to provide adequate space on a bulletin board in the Sheriff's Office for use by the Association. All materials posted thereon by the Association shall be on Association letterhead stationery or otherwise clearly identified as originating from the Association. The County may post such items as benefit notifications, job announcements, and related material if mutually agreed upon by the Association.

3.6 Association Representatives. Upon proper pre-notification, bona fide representatives of the Association, who are not employees of the County, shall have access to the premises of the County during working hours to conduct Association business as long as County operations

are not unduly interrupted. The County recognizes the Fraternal Order of Police Organization, and its associated legal representatives, as the legal representatives of the Association, unless otherwise notified by the Association.

3.7 Designated Association Representatives. Employees selected by the Association to act as Association representatives shall be known as representatives. Their names, and the names of their Association representatives who may represent the employees shall be certified in writing to the County by the Association.

Association representatives will be permitted reasonable time during working hours to conduct Association business as long as County operations are not unduly interrupted. The Association will provide prompt notice of changes in these representatives. In the event the employer has concerns about use of time being unreasonable, the employer may discuss the matter with the employee or in a labor management meeting. The parties agree that disputes of "reasonable" time will defer to the grievance process if contested by the Association.

3.8 Labor and Management Meetings. The County, the Association each agree to hold labor and management meetings when requested by either party at a mutually convenient time and place to discuss any matters pertinent to maintaining good employer/employee relationships. Each party may have at least two representatives at such meetings. In the event the Association business agent attends, one member of the Association may attend without loss of pay.

3.9 Attendance at Bargaining, Association Business.

- A. Subject to operations' needs, the parties agree that the Association may have two representatives present at bargaining sessions, and that such representatives shall suffer no loss of pay or benefits.
- B. The parties agree that an Association officer shall be afforded time while on duty to investigate and process grievances, or other legitimate Association business, however it is expressly understood that such Association business shall not interfere with timely response to County calls for service.
- C. The parties agree that an employee who is the subject of investigative or disciplinary interviews or meetings shall be compensated for attendance at such meetings. An Association representative of said employee shall be permitted to attend such meetings without loss of pay or benefits.

ARTICLE 4: STRIKES AND LOCKOUTS

4.1 No Strike. As long as this Agreement remains in force, the Association or its members as individuals or as a group will not participate in any strike, work stoppage, slowdown, or other restriction of work against the County. Violations of this Article shall constitute just cause for discipline under the provisions of Article 13 of this Agreement.

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

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

ARTICLE 5: HOURS OF WORK AND OVERTIME

5.1 Workweek and Workday. The workweek shall begin on Sunday and end on Saturday. The normal work schedule for full time employees shall consist of up to forty (40) hours in a seven (7) day workweek and no employee shall regularly work more than five (5) consecutive days without two (2) consecutive days off, except by mutual agreement, in cases of shift change, or due to overtime assignments.

The regular schedule shall grant at least eight (8) hours off between the end time and start time of two consecutive shifts. This provision does not restrict "on call" eligibility.

For the Deputies, an alternative work schedule of three consecutive 12-hour shifts per work week may be used by agreement of the parties. On this schedule, Deputies will also be assigned for on-call for 16 hours during the workweek. On-call is not compensable work time but does require the employee to be readily available for work and able to respond to work within 15 minutes. For each hour of scheduled on call time, employees will receive one-quarter ($\frac{1}{4}$) hour straight compensatory time. In the event the parties no longer mutually agree to this schedule, the Sheriff may revert to a 5/8 or 4/10 schedule or upon mutual agreement, another schedule. In the event the Sheriff initiates a schedule change across the board, the Sheriff will provide at least 14 days' notice, except in emergent circumstances.

For Dispatch, an alternative work schedule of four (4) consecutive days of working 10-hour days, with three (3) days off, may be used by agreement of the parties. In the event the parties no longer mutually agree to this schedule, the Sheriff may revert to a 5/8 schedule or upon mutual agreement, another schedule. In the event the Sheriff initiates a schedule change across the board, the Sheriff will provide at least 14 days' notice, except in cases of emergent circumstance.

For Community Corrections Parole and Probation, an alternative work schedule of four (4) consecutive days of working 10-hour days, with three (3) days off, may be used by agreement of the parties. In the event the parties no longer mutually agree to this schedule, the Board of Commissioners may revert to a 5/8 schedule or upon mutual agreement, another schedule. In the event the Board of Commissioners initiates a schedule change across the board, the Board of Commissioners will provide at least 14 days' notice, except in cases of emergent circumstance.

For Dispatchers, shifts will be on a rotating basis as determined by the County.

5.2 Shift Bidding.

For Dispatch: Dispatchers will bid in order of highest seniority for 2 shifts per calendar year. Bidding will be for 3-month rotations. Bidding opportunities will be posted in September each year with the intent to resolve bidding with 45 days of posting. Parties may mutually agree to alternatives to shift bidding opportunities.

For Patrol and Sergeant: Shift bidding is by Sheriff Office seniority.

Voluntary Shift Trade. Employees may voluntarily trade work shifts with each other with the permission of their supervising officer provided as long as the employees work the same number of hours in the same workweek and pay period. Shift trades will not result in overtime obligations for the hours traded.

5.3 Rest and Meal Periods. Each employee on each shift shall receive two 15-minute paid rest breaks and one 30-minute paid meal break, which are taken at the direction of a supervisor in charge consistent with operational needs and so as not to interfere with or be detrimental to public safety. Employees provide services in emergency situations which may preclude taking a break or meal period altogether or delay them. Breaks and meal periods are paid time and if missed no additional compensation shall be due the employee. Employees and supervisors shall devote best efforts to facilitate that breaks and meal periods are taken during a shift/tour of duty. For the purposes of this section, the parties recognize that BOLI rules shall not apply and that pursuant to ORS 653.261 this labor agreement shall be controlling.

Dispatchers: The County will provide rest periods for dispatchers, subject to reasonable operating needs. Staffing and operational needs generally require that Dispatchers work alone and must remain at or near their duty station for meals and rest periods. If the Dispatcher works more than a seven-hour period, the meal period should be taken between the third and sixth hour worked. Dispatchers are on call during meal periods and are to remain at the facility in a location where they can efficiently respond to calls during the meal period in an emergency. Subject to operational need and staffing, the County may relieve a dispatcher from duty to take a 30-minute unpaid meal period. Employee is free to leave the facility if relieved for this period. In such event, employee will need to adjust their schedule or hours accordingly.

5.4 Overtime. Overtime shall be paid for any hours worked in excess of forty (40) hours in anyone (1) workweek. Paid leaves, such as accrued sick, vacation, holiday, and compensatory time, count as hours worked for the purposes of calculating hours worked in a work week to determine if overtime is due. *(For example, if an employee uses accrued vacation during regularly scheduled hours of the work week, those hours count towards completing a 40-hour work week).* Hours worked shall include vacation, holiday, compensatory time, and sick paid time off for purposes of reaching the 40-hour threshold for computing overtime. Overtime will only be paid for hours worked.

At the Sheriff's discretion and subject to Art. 5.7 below related to compensatory time, employees will be paid for overtime or given compensatory time for overtime at the rate of time and one-half (1½) their regular hourly rate rounded up to the nearest one-quarter (¼ hour on the hour. For example: 00:15, 00:30, 00:45, 1 hour. Consistent with state and federal law, compensatory time off must be scheduled by mutual agreement or at the discretion of the employee's supervisor if mutual agreement cannot be reached.

Employees shall obtain permission from the Sheriff or designee before working overtime to the greatest extent possible and may be subject to discipline for failing to do so. The parties recognize that overtime is subject to operational need as directed by management and also an element of the Sheriff's Office and County budget.

5.5 Callout. Employees called to return work outside their normal work schedule shall receive a minimum of three (3) hours of overtime compensation. Additional time beyond three (3) hours shall be paid in one-quarter (1/4) hour increments. This provision applies for call-outs to physical work locations. (for example: returning to work at the Sheriff's office or going to an incident location, etc)

Employees contacted by phone calls or other electronic communications outside their normal work schedule that do not require a response to a physical location will be paid a minimum of 1 hour of overtime compensation. This provision does not apply to di minimus calls. In the event of multiple calls for a related incident, the minimum call out will be one (1) hour. If the event exceeds 1 hour of work, the employee will receive payment for the totality of actual hours worked. Employees will log their time and the relevant factors of the call.

- A. The Sheriff shall maintain an on-call schedule on a calendar. The Sheriff ordinarily will not schedule a deputy to be on-call on a calendar day off or on vacation time off.
- B. The Sheriff may assign himself and supervisors to on-call without violating this Agreement.
- C. **On Call assignment:** Employees may be assigned to be on-call during the work week. On-call is not compensable time worked but does require the employee to be readily available for work and able to respond to work within 15 minutes. For each hour of scheduled on call time, employees will receive one-quarter (¼)

hour straight compensatory time. This amount shall be in addition to the call out minimum of three (3) hours and any call out overtime for time worked.

- D. Employees may trade on-call time scheduled on the calendar per Article 5.4 (A) with written notification to the Sheriff and Dispatch.
- E. Use of a take home vehicle is conditioned on an understanding that the deputy will be available on cell phone or pager to respond to emergency call out on such basis as the Sheriff schedules with due regard to personal and family off duty priorities of employees. Assignment of a take home vehicle is at the discretion of the Sheriff and does not create any further bargaining obligation.

5.6 No Pyramiding. Compensation shall not be received twice for the same hours.

5.7 Flex Time. Employees may flex their schedules within the 40-hour work week to accommodate personal needs by mutual agreement with their immediate supervisor. Employee requested flex time shall not result in overtime expense to the County.

5.8 Compensatory Time. Except as provided by Article 5.1 and 5.4(c), Compensatory time shall be earned at the overtime rate (that is, 1.5 hours of compensatory time shall be accrued for each overtime hour worked) and taken off or paid for hour for hour. No more than ninety-six (96) hours of compensatory time may be carried by an employee and amounts over the cap will be paid in upcoming pay period. An employee may elect to cash out any portion of their compensatory time bank in May or November of each year. Employees need to give at least fifteen (15) days' notice prior to payday. Employees may also cash out up to 32 hours of compensatory time per month. The County may compensate employees for any remaining balance of compensatory time in June of each year with 60 days' notice.

5.9 Safety Release. Except in cases of emergency where the Sheriff determines that a high staffing level is required, no employee shall work longer than sixteen (16) consecutive hours and shall thereafter receive at least eight (8) consecutive hours of rest.

5.10 Pay periods. The County pays employees monthly based on an annualized salary. The annualized salary is determined using the hourly rate provided for by this agreement and the employee's regularly scheduled hours. Monthly salaries may be reconciled based on a change to regular schedules, use of unpaid leaves or as related based on time records. With at least 30 days' notice, the County will calculate payroll based on actual hours worked in the pay period.

With at least thirty (30) days' notice, the County may switch to a fourteen (14) day pay period and employees will be paid every other Friday. Payment will be paid based on actual hours worked in the pay period. In the event a regular scheduled pay date falls on a Holiday, the pay date will be the preceding day.

ARTICLE 6: COMPENSATION

6.1 Wages. Employees shall be compensated in accordance with Appendix "A" attached hereto. Wages in effect in the Appendix "A" wage schedule prepared for the bargaining unit and in effect upon execution shall be adjusted across the board applying the percentages to each step of each range as follows:

Effective January 1, 2024, a new wage scale will be used (attached). Thereafter, step 1 of the scale will be increased by 6.0%. Steps are 4% apart.

The classification of Sergeant will be added to the wage scale. The Sergeant position will be compensated at 5% above a top step Deputy.

Retroactive pay: All employees employed on January 1, 2024, will receive a payment for retroactive pay in the amount of 6% of an employee's gross pay earnings (base pay, overtime, longevity, and incentives) wages earned from July 1, 2023 to December 31, 2023. This payment will be paid in the January payroll processing. Any new incentives or add-to pays to this Agreement are not included in this payment.

Effective January 1, 2024, and after the increases above, step 1 of the wage scale for the classification for Dispatcher will be increased by 1%. Steps are 4% apart.

Effective July 1, 2024, step 1 of the wage scale will be increased by 3%. Steps are 4% apart.

Effective July 1, 2024, a step 7 will be added to the scale. Steps are 4% apart.

Effective July 1, 2025, step 1 of the wage scale will be increased by 3%. Steps are 4% apart.

6.2 Movement on the Schedule. Employees shall receive a step increase on July 1 each year after successfully serving their probationary period. After advancing to Step 2, advancement to subsequent steps will be based on satisfactory yearly evaluation.

6.3 Initial Placement. Under normal circumstances newly hired employees will be placed at the first base/probation step of the salary schedule. Additional steps may be granted at the discretion of the County for prior experience, training or qualifications.

6.4 Retirement. For Deputies on the Oregon Public Employees Retirement System (PERS), the County pays both the employer and employee contributions to PERS as identified by ORS 238.205 and subject to PERS statutes, rules and regulations. For employees not on the PERS system, the County will continue to provide the current level of retirement benefits for all employees currently receiving such benefit. The County will contribute 8% of Dispatchers' base salary to the employee's Lincoln Financial retirement account. As provided by the plan Dispatchers contribute 6% to the Lincoln fund.

6.5 Travel. Employees required to travel on County business will be compensated in accordance with the Wallowa County Travel Reimbursement Policy, the beneficial terms of which shall not be reduced without notice to the Association and bargained if requested.

6.6 DPSST Incentive. Effective January 1, 2019, employees who have either DPSST Intermediate or Advanced certification are eligible additional incentive pay as provided below. Employees are responsible for their own certification requirements. Incentive payment will be applied the month following proof of certification.

Intermediate DPSST Certification: 3.0 % of base hourly rate.

Advanced DPSST Certification: 6.0% of base hourly rate.

6.8 Dispatcher Field Trainer Officer Incentive. A Dispatcher who has received DPSST training and who is certified as a DPSST Dispatcher FTO is eligible to receive a premium Incentive when assigned to perform the duties of FTO Dispatcher. Assignment by the Sheriff would be for a full shift day. The premium incentive when assigned is 5% of base pay hourly. Employees are responsible for their own certification requirements.

6.9 Patrol Field Training Officer Incentive. A Patrol Deputy who is certified as a Field Training Officer (FTO) is eligible to receive a premium incentive when assigned to perform the duties of FTO Patrol Deputy. Assignment by the Sheriff would be for a full shift day. The premium incentive when assigned is 5% of base pay hourly. Employees are responsible for their own certification requirements.

ARTICLE 7: INSURANCE

7.1 Health Coverage.

The County will make available health and welfare insurance as provided by CIS HDHP-1, Vision VSP-1, and Dental Plan II with an H.S.A. (health saving account) or comparable plan.

7.2 Monthly Premium Cost Share. The County will contribute the following monthly insurance contribution and the employee will pay the remaining monthly insurance premium through payroll deduction:

Monthly Insurance Premium Contribution:

Coverage:	Employer Contribution:	Employee Contribution:
Employee only	90%	10%
Employee + child	90%	10%
Employee + spouse	90%	10%
Employee + children	90%	10%
Full Family	90%	10%

7.3 H.S.A. Contribution. Effective January 1, 2024, 2025 and 2026, the County shall contribute to an HSA for each eligible enrolled primary insured one-half (1/2) of a total of \$1,200.00 for an employee only insured, and one-half (1/2) of a total of \$2,600.00 the employer will pay the remaining one-half per each calendar year of the collective bargaining agreement. New employees will be paid a prorated half-yearly share after being employed thirty (30) days and beginning on the 1st day of the following month. Double coverage for spouses both employed by the County is subject to carrier rules and regulations.

For employees who do not have a choice to participate in an HSA account because of coverage under Medicare, Tricare/VA or Indian Health Services, the County will make available a comparable benefit, subject to IRS and plan regulations.

HSA Supplemental Contributions. Employees may elect to make supplemental HSA contributions within limits imposed by law and the plan.

7.4 Air Ambulance Membership. The County will pay up to \$125.00 per year for group Life Flight; provided however, that if Life Flight discontinues air ambulance service to Wallowa County, the County will contribute up to \$125.00 for a combination of ground ambulance and life flight insurance benefits, if available subject to CIS regulations.

7.5 Employee Insurance Out. The County will pay an employee monthly \$100 if the employee opts out of the CIS medical plan, subject to the insurance carrier. The opt out will be \$200.00 per month if both employee and spouse work for the County (*\$100 for each employee opted out*), both eligible to be enrolled in CIS sponsored medical plan, and one opts out, subject to the insurance carrier. If the employee opts out the employee is required to be enrolled in at least employee only dental coverage.

ARTICLE 8: VACATION

8.1 Accrual. All full-time employees shall accrue vacation at the following rate:

0 - 5 years: ends at 59 mo.	Eight (8) hours per month
6 - 10 years: starting at 60 mo.	Ten (10) hours per month
11 - 15 years: starting at 120 mo.	Twelve (12) hours per month
16 - 20 years: starting at 180 mo.	Fourteen (14) hours per month
After 20 years: starting at 240 mo.	Sixteen (16) hours per month

Employees will accrue vacation hours on a monthly basis but shall not be entitled to utilize or receive payment for such time until they have been employed by the County for at least six (6) months.

8.2 Part time Accrual. Part time employees shall accrue vacation hours on a pro rata basis of the above schedule based on the number of hours they work but shall not be eligible for utilization or payment of accumulated hours unless they have been employed by the County for six (6) continuous months.

8.3 Maximum Accrual. Employees may only accrue a maximum of twice their annual vacation accrual rate. Once the maximum is reached, no more vacation time shall accrue until the amount is below the maximum. Employees may exceed the maximum if vacation leave is denied as a result of the County's inability to grant requested time off.

8.4 Scheduling. Employees must schedule vacations by mutual agreement with their immediate Supervisor.

8.5 Payment Upon Death or Termination. In the event of death or termination, the employee's remaining vacation accrual, up to the maximum, shall be paid to the employee or heirs, whichever is appropriate.

ARTICLE 9: HOLIDAYS

9.1 Full-time Employees. In lieu of holidays, each full-time employee shall receive nine (9) hours credit holiday time off for each full month worked maintained in a holiday bank. Time off in lieu of holidays is intended to allow employees more flexibility for taking time off during the year. Employees may not earn holiday hours above 240 hours in the holiday bank. Upon termination of employment, accrued holiday time up to a maximum of 240 hours shall be paid to the employee or the employee's heirs, whichever is appropriate.

Employees may elect to roll over accumulated holiday bank hours, once per year in January, to their H.S.A. account. Employees must provide notice of intent to roll over hours to payroll by

December 15th of the prior year. In the event an employee has opted out of insurance coverage and does not have an H.S.A account, the employee may elect to roll over the accumulated holiday bank hours to the employee's own 457 deferred compensation account.

Employees should be cautious to not contribute more to their H.S.A. account than allowed by I.R.S guidelines to avoid penalties.

9.4 Probationary Employees. Probationary employees will be eligible for the holiday benefit as defined in 9.1 of this Article, after thirty (30) days of completed service.

ARTICLE 10: SICK LEAVE

10.1 Accrual. Full time employees will accrue sick leave at the rate of eight (8) hours per month, beginning with the employee's date of hire. Sick leave accrual shall be unlimited.

10.2 Utilization. Employees are eligible for leave for the following reasons:

- A. Personal illness or physical disability, including employee certifications of illness and disability qualified under the Family Medical Leave Act, or Oregon Family Leave Act or other applicable law.
- B. To attend a dentist or physician appointment. Employees are encouraged to schedule such appointments off duty when possible.
- C. To provide care for ill dependent family members as defined by FMLA/OFLA other applicable law.
- D. For leave permitted under other applicable State or Federal Law.

The County will comply with the statutory provisions of Oregon PLO without further bargaining obligations.

10.3 Doctor Verification. The County may require a Doctor's verification of illness or physical disability after five (5) days off of work or if it has reason to believe that the employee is abusing sick leave or is reasonably concerned about the employee's ability to physically or mentally perform their job. The County will pay any out-of-pocket expense of the employee incurred as a result of such requirement which expense is not reimbursed by medical insurance. County may request medical verification after 3 days leave for the purposes of FMLA/OFLA designated leave.

10.4 Workers Compensation. Employees away from work as a result of an on-the-job injury covered by the County's workers' compensation insurance carrier may elect to be paid accrued sick leave in the amount of the difference between regular base net pay on a regular schedule and that paid by State Accident Insurance after the third (3rd) day off the job. Employees will retain their worker's compensation payments. Sick leave will be deducted in proportion to the

amount paid the employee by the County. Overpayment may later be deducted from accrued leave.

10.5 Abuse. Proven abuse of sick leave is just cause for disciplinary action.

10.6 Payment Upon Termination or Death. Upon termination or death an employee or heirs, whichever is appropriate, shall be paid one-half (½) of their accumulated unused sick leave not to exceed 240 hours. Employees may elect to apply funds to their H.S.A account in lieu of payment as allowed by law.

ARTICLE 11: LEAVE OF ABSENCE

11.1 Leave Without Pay. The County will consider a written application for leave of absence without pay not to exceed ninety (90) calendar days. The written application must describe the reason for the request and confirm a specific date at which the employee is expected to return to work. Employees may request an extension of unpaid leave after the ninety (90) days due to unforeseen circumstances. The County may terminate or cancel such leave by thirty (30) days written notice mailed to the address given by the employee on written application for such leave. Such leave shall not be approved for the purpose of accepting employment outside the service of the County; and notice that the employee has accepted employment or entered into full time business or occupation may be accepted by the County as a resignation.

Any employee who is granted a leave of absence without pay under this section and who for any reason fails to return to work upon the expiration or termination of said leave of absence shall be considered as having resigned their position with the County.

Employees on leave without pay, for any reason, shall not accrue any benefits.

11.2 Military. Military leave shall be granted as provided by state and federal law.

11.3 Jury Duty. Employees shall be granted leave with full pay whenever they are required to report for jury duty. The amount of pay received for this jury duty shall be turned over to the County Accountant, except for travel pay if a private vehicle is used. Upon being excused from jury duty prior to the end of their shift, employees shall immediately contact their supervisor or department head for assignment.

11.4 Compassionate Leave. Employees shall be granted forty (40) hours of paid leave in the event of any death in their immediate family to make household adjustments or to attend funeral services. In relationships other than the immediate family, such leave may be granted by the Wallowa County Board of Commissioners or its designee under exceptional circumstances. Leave provided in this section is concurrent to any bereavement leave provided under OFLA.

11.5 Hardship Leave. This provision shall apply for the purpose of allowing employees to donate accrued vacation leaves for use by eligible recipients as sick leave. The County will allow

employees to make irrevocable donations of accumulated vacation leave or sick leave to a co-worker in the County. For the purposes of the Agreement, hardship leave donations will be administered in accordance with IRS regulations under the following stipulations and the terms of the Agreement shall be strictly enforced with no exceptions. Eligible recipients shall be employees who have exhausted all accumulated sick leave, vacation, holiday and compensatory time accruals as defined by this Agreement.

- A. The recipient and donor must be regular employees of the County.
- B. The Employer shall not assume any tax liabilities that would otherwise accrue to the employee. All donated leave is forfeited by the donor.
- C. Use of donated leave shall be consistent with provisions found in this Agreement.
- D. Applications for hardship leave shall be in writing and sent to the County's Personnel Office and accompanied by the treating physician's written statement certifying that the illness or injury will continue for at least thirty (30) days following donee's projected exhausting of all accumulated leaves.
- E. Employees otherwise eligible for or receiving workers' compensation, or on parental leave, absent leave for illness of person or child, will not be considered eligible to receive donations under this Agreement.
- F. If use of leave involves a qualified family medical leave under FMLA, donations will not be authorized until the recipient's FMLA leave entitlement has been established, verified and accepted by the County.

ARTICLE 12: UNIFORMS & EQUIPMENT

If any employee is required to wear protective clothing or any type of protective device, such protective clothing or device shall be furnished to the employee by the County. The cost of maintaining the protective clothing or device including tailoring, cleaning and laundering shall be paid by the County.

Employees shall exercise diligence in the care of uniforms, equipment, handguns, vehicles and any other items trusted in their care.

In the event the County requires a uniform for employees other than what is currently worn, the County shall provide such uniform.

ARTICLE 13: DISCIPLINE

13.1 Discipline & Discharge. No regular employee shall be disciplined or discharged except for just cause. For sworn law enforcement employees, all disciplinary actions imposed are subject to the just cause standards governed by ORS 243.808 through 243.812 and applicable law.

Oral reprimands, counseling and warnings, even if reduced to writing, are not considered to be discipline and may not be protested through the grievance procedure. Such corrective actions will not be directly placed in the personnel file but may be used for progressive discipline and noted in yearly evaluations. Employees may provide a rebuttal to such actions within ten (10) days of receipt.

If the County has reason to reprimand an employee, every reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.

Formal discipline subject to the grievance procedure include written reprimand, suspension or similar economic sanction, demotion, and termination.

13.3 Due Process.

Disciplinary Investigatory Interviews: In the event the County is conducting an investigatory interview of an employee for reasons of alleged conduct that could lead to formal disciplinary action, the County will provide the following:

A. Advance Notice.

For any internal investigation which could result in discipline, the employee concerned shall be notified not less than forty-eight (48) hours prior to an investigatory interview of the employee except when, in the opinion of the County, a delay will jeopardize the success of the investigation or when criminal conduct is at issue. An employee may voluntarily waive the above notice. The notice shall include the specific reasons for the interview, a statement of whether the employee is a witness or a suspect, and any other information necessary to reasonably inform them of the nature of the investigation. Upon request, the employee shall be afforded an opportunity to contact and consult privately with an Association representative/Attorney and have Association representation present at the interview. A request for representation will not unreasonably delay the interview.

B. The Investigatory Interview.

1. The interview shall be conducted in the Department Office unless mutual agreement of the parties or the particular circumstances of the situation require another location.

2. Any interview of an employee normally shall be when they are on duty or directed to appear subject to overtime obligations, unless the serious nature of the investigation dictates otherwise. Employees placed on paid administrative leave pending an investigation may be subject to a schedule change to accommodate procedural meetings.
 3. Parties to the interview shall be limited to those reasonably necessary to conduct a thorough and fair investigation. The employee shall be informed as to the name, rank and command, or other similar information of all persons present, if they are unknown to them, and may have an Association or attorney representative present to witness the interview and assist them.
 4. The interview shall be limited in scope to acts, events, circumstances and conduct which pertain to the subject investigation and shall be conducted in a manner devoid of intimidation, abuse or coercion. The employee shall be granted reasonable rest periods.
 5. Investigatory interviews will be audio recorded. The employee and Association will be provided with a copy of the recording upon request. If any portion of the recording is transcribed, the employee and Association will be given a copy.
 6. The employee may be required to answer any questions involving criminal or non-criminal matters under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America.
- C. Pre-Disciplinary Notice and Meeting.** Prior to imposition a disciplinary action, in the event the County believes an employee may be subject to discipline greater than a written reprimand, unless the discipline involves no loss of pay or position, the following procedural due process shall be followed:
1. The employee shall be notified in writing of the charges or allegations that may subject the employee to discipline and the facts giving rise to the charges;
 2. The employee shall be notified in writing of the disciplinary sanctions being considered;
 3. The employee will be given an opportunity to refute the charges or allegations before a decision to impose discipline is made, and to make arguments in mitigation or defense concerning such discipline. The employee shall be entitled to an Association representative during any such meeting, and during any fact-finding interview of the employee.
- D. Imposition of Discipline:** Upon determination by the County that formal discipline is merited and consistent with the provisions of this Article and applicable law, the

County will provide the employee subject to discipline and the Association written notice of imposition of discipline inclusive of findings of fact, stated policy violations or findings of misconduct and an explanation of the disciplinary sanction(s) imposed. The employee and/or Association will be furnished with a copy of the investigation if so requested. Imposition of formal discipline will be placed in the employee's personnel file for a period of time consistent with other terms of this agreement.

- E. Use of Deadly Force:** Employees involved in the use of deadly force, as defined by policy, shall be advised of their rights to, and allowed to consult with, an Association representative or attorney prior to being required by the County to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement. The officer shall be required to provide immediate, on-scene information such as the status of the incident and the location of a suspect (aka: public safety statement). All employees involved in the use of deadly force or a traumatic incident, as determined by County will be required to meet with a mental health professional at the County's expense, for the purpose of debriefing. The employee shall be allowed to choose the mental health professional the employee wants to visit from a list of licensed mental health professional mutually agreed upon between the County and the Association. The employee shall notify the County of their choice. Debriefing by a chaplain is not considered counseling by a licensed mental health professional. These meetings shall be covered by the psychotherapist/patient privilege and information disclosed in these meetings shall not be attainable or useable by the County for any purpose or than the ability to return to work as applicable.

ARTICLE 14: PROBATIONARY PERIOD

Employees hired into the bargaining unit as a Deputy shall serve a probationary period of eighteen (18) months. New employees upon hire may be given notice by the County of the dates of their probationary period. Employees hired into the bargaining unit as a dispatcher shall serve a probation period of twelve (12) months. The Association recognizes the right of the County to terminate probationary employees for any reason, with or without cause, and any such discharge shall not constitute a violation of this contract and shall not be subject to the grievance procedure.

Lateral hires, meaning an officer with prior law enforcement certification, will serve a twelve (12) month probationary period upon hire if DPSST certified or 12 months upon receipt of Oregon certification as applicable, not to exceed a total of eighteen (18) months.

ARTICLE 15: SETTLEMENT OF DISPUTES

15.1 Grievance Procedure. Any dispute concerning the application, interpretations or enforcement of this Agreement shall be resolved in the following manner.

Step 1. An employee, with or without an Association representative, shall take up the grievance or dispute with their immediate supervisor within fourteen (14) calendar days of the occurrence or when they reasonably should have known of its occurrence. The immediate supervisor shall then attempt to adjust the matter and respond to the employee and or their representative within fourteen (14) calendar days of his/her notification of the grievance.

Step 2. If the grievance has not been settled at Step 1, it may be presented in writing to the Sheriff, Department Head designee within fourteen (14) calendar days after the immediate supervisor's response is due. The Sheriff or Department Head, respectively or designee shall respond to the Association representative and employee, in writing, within fourteen (14) calendar days.

Step 3. If the grievance remains unsettled at Step 2, it may be presented in writing to the Chairman of the Wallowa County Board of Commissioners for attempted resolution. The Chairman of the Board or designee shall respond within fourteen (14) calendar days.

Step 3.5. Mediation. If the grievance remains unsettled, the moving party will request mediation from the Employment Relations Board. The parties will engage in at least one mediation session within forty-five (45) calendar days of notice to the ERB. Mediation does not apply for termination cases.

Step 4. If the grievance is still unsettled after completion of Step 3, the Association shall within fifteen (15) calendar days of the last mediation session, have the right to have the matter submitted to final and binding arbitration as provided herein, and shall give written notice to the County and Sheriff. The parties shall first attempt to select an arbitrator who is mutually acceptable.

For grievances not involving discipline of a sworn officer, if within fourteen (14) calendar days from the request for arbitration the parties are unable to agree upon an arbitrator, the Oregon State Conciliation Service/Employment Relations Board shall be requested to submit a list of thirteen (13) names. Both the County governing body or its designee and the Association shall alternatively strike names from the list. The Association shall strike the first name and the County shall then strike one name. The process shall be repeated, and the remaining person shall be the arbitrator.

For grievances involving discipline of a sworn officer, if within fourteen (14) days calendar days from the request for arbitration the parties are unable to agree upon an

arbitrator, the Association will request an arbitrator from the Employment Relations Board consistent with ORS 243.808 and ERB rule.

The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. Expenses of the arbitrator shall be borne by the losing party as designated by the arbitrator. 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 pay for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. The arbitrator shall have the authority to consider only a claim based upon a specific provision of this Agreement and shall have no authority to add to, modify or detract from this Agreement. For grievances involving discipline imposed on a sworn officer as defined in Article 13, the arbitrator is bound to the just cause standards defined in Article 13 and as set forth in ORS 243.808 through 243.812 and applicable law.

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

- A. If the grievant or the Association fails to respond in a timely fashion, the grievance shall be deemed waived, but the employee or the Association may process the grievance to Step 3 of the grievance procedure. Under this provision, the decision at Step 3 shall be final and binding.
- B. If the County, at any step, fails to respond in a timely fashion, the grievance shall proceed to the next step.
- C. Extension of timelines will be granted if both parties agree.
- D. In the event the parties dispute timeline issues for matters submitted to arbitration, the arbiter will be limited to hear the timeliness arguments first, including any closing summation by the parties. The arbiter will then rule from the bench on the timeliness issue.

ARTICLE 16: SENIORITY

16.1 Definition. Seniority shall be defined as the employee's total length of continuous service with the County from the employee's last date of hire. Classification seniority shall be defined as the employee's length of service in a classification.

All seniority shall be terminated if an employee:

- A. Quits;
- B. Is discharged for just cause;

- C. Is laid off and fails to respond to written notice as provided in this Article, Section 16.4;
- D. Is laid off work for a period of time greater than twenty-four (24) months or a period of time equal to the employee's seniority, whichever is shorter;
- E. Fails to report to work at the termination of an extended leave of absence;
- F. Is retired.

16.2 Reduction in Force/Layoff. A layoff is a separation of employment. If the County should reduce its work force, layoffs shall be by inverse order of classification seniority. The County agrees to notify the Association and the employees not less than thirty (30) days prior to any layoff by forwarding the name and occupational classifications of the employees to be laid off. The County may elect to pay an employee selected for layoff the remainder of regularly scheduled workdays of the thirty (30) days' notice in lieu of the employee continuing to work during the 30-day period. In the event of layoff of a Sergeant, a Sergeant may bump a Deputy with less Sheriff office seniority.

16.3 Recall. Employees on layoff shall be entitled to recall to their former positions so long as such recall is within 24 months of the employee's layoff date.

16.4 Notice. It shall be the responsibility of the employees laid off to keep the County informed of the address at which they may be reached and re-employment shall be offered by certified mail addressed to the last address furnished by the employee. When an offer of re-employment has been made, the former employee shall advise the County of acceptance within one (1) calendar week and shall report for duty within ten (10) days of the receipt of the notification by the County, unless prevented by circumstances, beyond their control from reporting within that time period. An employee who fails to accept re employment at his/her previous classification when offered by the County in accordance with the provisions of this article shall be deemed to have forfeited all recall rights to that classification.

16.5 Seniority List. A current seniority list shall be maintained by the County and made available to the Association upon request.

16.6 Temporary Work Opportunities. In the event that temporary work becomes available in a given position, the individual laid off from that position will be given an opportunity to perform such temporary work. If the opportunity is refused, such refusal shall not affect the individual's lay off status. If the individual declines, other laid off employees who are qualified to perform the work will be offered the opportunity on a seniority basis. It is understood that the County will make reasonable efforts to contact the laid off employee, but that emergency circumstances may prevent continued efforts to make contact if initial efforts fail. Pay and benefits for said work will be at the prevailing market rate for temporary work that needs to be performed.

16.7 Job Offer Turndown. Any employee who is on reduction in force status and turns down any open position which they are qualified for shall no longer be considered on layoff status.

ARTICLE 17: GENERAL PROVISIONS

17.1 Personnel Files. Employees or their representative, with written consent of the employee, may inspect items in their personnel files which have been placed in their files since their date of employment. Employees may request copies of material from their file.

No material reflecting critically on an employee shall be placed in an employee's file which does not bear the signature of the employee indicating they have seen a copy of the material. Such acknowledgment does not necessarily indicate agreement with the content of the document and is required where this disclaimer is present. Employees' may provide explanatory rebuttal documentation to be attached to material reflecting critically on an employee that is placed in their personnel file, or yearly evaluation. Such materials must be provided to the County within 14 days' notice of the material to be placed in their file.

At the request of the employee, disciplinary written reprimands shall be removed from their personnel file after three (3) years if no other disciplinary actions for similarly-related conduct have occurred during that period. The County will retain documents removed from the personnel file consistent with applicable retention laws. Such material will not be used against an employee for the purpose of establishing progressive discipline but may be used for the purpose of establishing consistency of disciplinary action, lack of discrimination, notice or rule, the existence of mitigating circumstances and compliance with legal obligations.

17.2 Non-Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, religion, sexual orientation or gender identity, mental or physical disability, veteran status, national origin, political affiliation or other protected status in accordance with applicable law.

17.3 Promotions. When an employee is promoted to a higher paying classification within the employee's department, the employee will serve a probationary period of thirty (30) days. In the event the employee does not successfully complete their probationary period, the employee will be entitled to bump back to the employee's previous position, so long as the position is still in existence in the department. Passing probation is at the sole discretion of the Department and not subject to grievance.

When an employee is promoted as described above, the employee shall be moved to the next highest pay step in the new range. The employee's new anniversary date shall be the date of their promotion.

17.4 Response time requirement. Employees are required to maintain primary residence to be able to respond to calls to the Sheriff's office within sixty (60) minutes under normal traffic and road conditions. Residency is determined based on the totality of circumstances that in good faith the employee's primary residence is within the established distance requirement.

ARTICLE 18: SAVINGS CLAUSE

Should any portion of this contract be in violation of law or held contrary to law, such decision shall apply to the specific portion thereof directly specified and all other provisions of the Agreement shall remain in full force and effect for the duration of the Agreement. Upon such declaration, the parties agree to immediately negotiate a substitute, if possible, for the invalidated portion thereof. Association agrees to not initiate new economic proposals for midterm bargaining.

ARTICLE 19: FUNDING

19.1 Economic Provisions. Should sufficient funds be unavailable, whether due to statutory changes, erroneous revenue assumptions, or for other reason(s), the parties acknowledge there shall be no guaranteed number of hours of work per day or per week, nor shall there be a guaranteed minimum level of total monthly or annual compensation. If employees are to work less than the normal work hours, the County will post work schedules in accordance with current schedule change practices, with a minimum of seventy-two (72) hours notice. The County will give advance notice to the Association as soon as possible, and either party may reopen this Agreement for negotiations. The County is not precluded from engaging in layoffs as provided by Article 16.

ARTICLE 20: TERM OF AGREEMENT

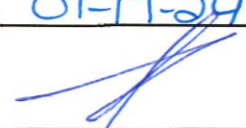
This Agreement shall be effective upon the signing by both parties unless otherwise specified herein and shall remain in full force and effect through June 30, 2026. This contract shall be continuous from year to year thereafter, unless prior to the 15th day of March in the year of expiration, or any subsequent year, either party shall file written notice with the other of its desire to amend, modify, or terminate this contract. No provisions of this Agreement are retroactive except as stated in Article 6.1.

FOR WALLOWA COUNTY:



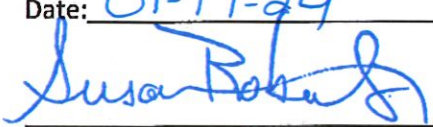
John Hillock, Commission Chair

Date: 01-17-24



Todd Nash, Commissioner

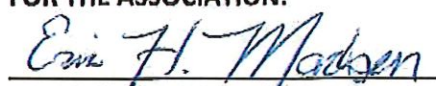
Date: 01-17-24



Susan Roberts, Commissioner

Date: 01-17-2024

FOR THE ASSOCIATION:



Eric Madsen, Association Representative

Date: 1/2-2024

APPENDIX A: WAGES

Hourly Rate Wallow County Deputy Sheriff's Association

New scale before any wage increase			STEPS*			
	1	2	3	4	5	6
Dispatch	\$20.32	\$21.13	\$21.98	\$22.86	\$23.77	\$24.72
Deputy	\$22.93	\$23.85	\$24.80	\$25.79	\$26.82	\$27.90
Community Corrections Parole & Probation Deputy	\$22.93	\$23.85	\$24.80	\$25.79	\$26.82	\$27.90

			STEPS*			
Effective 1/1/2024 - 6% & 7% COLA	1	2	3	4	5	6
Dispatch 7%	\$21.74	\$22.61	\$23.52	\$24.46	\$25.44	\$26.45
Deputy 6%	\$24.31	\$25.28	\$26.29	\$27.34	\$28.43	\$29.57
Community Corrections Parole & Probation Deputy 6%	\$24.31	\$25.28	\$26.29	\$27.34	\$28.43	\$29.57

			STEPS*				
Effective 7/1/2024 - 3% COLA	1	2	3	4	5	6	7
Dispatch	\$22.39	\$23.29	\$24.22	\$25.19	\$26.20	\$27.25	\$28.34
Deputy	\$25.03	\$26.04	\$27.08	\$28.16	\$29.29	\$30.46	\$31.68
Community Corrections Parole & Probation Deputy	\$25.03	\$26.04	\$27.08	\$28.16	\$29.29	\$30.46	\$31.68

			STEPS*				
Effective 7/1/2025 - 3% COLA	1	2	3	4	5	6	7
Dispatch	\$23.07	\$23.99	\$24.95	\$25.95	\$26.98	\$28.06	\$29.19
Deputy	\$25.79	\$26.82	\$27.89	\$29.01	\$30.17	\$31.37	\$32.63
Community Corrections Parole & Probation Deputy	\$25.79	\$26.82	\$27.89	\$29.01	\$30.17	\$31.37	\$32.63

Sergeant: 5% above top step Deputy.

Effective 1/1/24: \$31.04

Effective 7/1/24: \$33.26

Effective 7/1/25: \$34.26

**Steps are 4% apart*