

**Collective Bargaining Agreement**

**between**

**YAMHILL COUNTY**

**YAMHILL COUNTY SHERIFF**

**and**

**TEAMSTERS LOCAL 223**

**2016 - 2019**

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## PREAMBLE

This 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, as listed in the attached Classification & Salary Ranges list, 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 – FAIR SHARE AGREEMENT

**2.1** All employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members in good standing, and those who are not members on that date shall become and remain members in good standing. All employees hired after the effective date of this Agreement shall become and remain members in good standing. A member in good standing is defined as an employee who tenders the periodic dues and initiation fees uniformly required as a condition of acquiring and maintaining membership in the Union.

**2.2** In lieu of becoming a member in good standing as provided above, an employee shall make payments in lieu of dues to the Union. Such payments shall be in the same amounts as provided for regular Union dues and initiation fees. The County shall deduct from the pay of each employee each month the payments required by sections 2.1 or 2.2 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.

**2.3** Any employee who has a sincerely held religious belief which prohibits association with a labor organization or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues and initiation fees to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the representative of the Union. The employee shall furnish written proof to the County and Union that payment has been made to the nonreligious charity or other charitable organization.

## 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 contract. 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**

Business 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 business representative 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 by the County to patrol, operations and transport deputies. 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.
- 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. Those employees who elected to carry personal firearms prior to July 1, 1998 and who still carry personal firearms may choose to continue to carry personal firearms, subject to the approval of the Sheriff as to quality and caliber. The County shall furnish ammunition for firearms.

The County will provide one additional range shoot per year, which will be spread out over a two-day period. Attendance is voluntary and not considered paid time. If during the term of this Agreement, the additional range shoot is not being adequately utilized, it will be discontinued.

### **5.4 Safety**

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

**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 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 shifts or 4/12 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 department 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.

### **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 his refusal to do so. Employees contacted by telephone at home 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 shall be allowed time off for this purpose at no loss of wages. 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 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 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). If the offer to work the shift or series of shifts is not accepted by an RFT corrections deputy after the procedure in subsection (b) is followed, and is not filled by a dual certified road deputy, the supervisor may fill the assignment with a reserve corrections deputy.
- b) Shifts or a series of shifts that are available due to the absence of an RFT corrections deputy will be offered to an RFT corrections deputy by the following procedure. The Jail Commander will establish a "Volunteer Rotating Overtime List" for RFT corrections deputies and one for qualified, dual certified road deputies. Any RFT corrections deputy and any qualified dual certified road deputy may place his or her name on a separate list. Those persons on the lists are eligible for, but not required to take, shifts or series of shifts that are available due to absence of an RFT corrections deputy.

When a supervisor attempts to fill a shift or series of shifts using the lists, the supervisor will attempt to contact the first RFT corrections deputy on the rotation unless offering a shift would cause the deputy to have less than eight (8) hours 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 person is unavailable to work, declines the shift or does not answer the telephone, the supervisor will attempt to contact the second RFT corrections deputy on the rotation unless offering a shift would cause the deputy to have less than eight (8) hours 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 second person is unavailable to work, declines the shift or does not answer the telephone, the supervisor will attempt to contact the third RFT

corrections deputy on the rotation unless offering a shift would cause the deputy to have less than eight (8) hours 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 third person is unavailable to work, declines the shift or does not answer the telephone, the supervisor may fill the assignment with a qualified dual certified road deputy from the dual certified list.

The supervisor will attempt to contact the first qualified dual certified road deputy on the rotation unless offering a shift would cause the deputy to have less than eight (8) hours 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 person is unavailable to work, declines the shift or does not answer the telephone, the supervisor will attempt to contact the second qualified dual certified road deputy corrections on the rotation unless offering a shift would cause the deputy to have less than eight (8) hours 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 second person is unavailable to work, declines the shift or does not answer the telephone, the supervisor will attempt to contact the third qualified dual certified road deputy on the rotation unless offering a shift would cause the deputy to have less than eight (8) hours 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 third person is unavailable to work, declines the shift or does not answer the telephone, the supervisor may fill the assignment with a reserve corrections deputy.

- c) The Volunteer Rotating Overtime List will be established by seniority from the pool of RFT corrections deputies who desire to be on the list. Thereafter, names will be added at the bottom of the rotation in the order RFT corrections deputies join the list. An employee may join the list by signing up with the designated supervisor between the first and fifth day of every month.

The first Dual Certified Rotating Overtime List will be established by seniority from the pool of qualified dual certified road deputies who desire to be on the list. Thereafter, names will be added at the bottom of the rotation in the order dual certified deputies join the list. An employee may join the list by signing up with the designated supervisor between the first and fifth of every month.

## 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	Christmas Day
Independence 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 hours pay. 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.

### **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 holiday pay of at least 8 hours, plus holiday pay for hours actually worked in excess of 8, plus time and one half for all hours actually 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 but asks for and receives the day off shall

receive 8 hours holiday pay.

- 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 holiday 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 service unbroken by separation from employment by the County. 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 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; however, if a conflict in vacation dates arises between two or more employees making a vacation request prior to April 15 of the calendar year, the employee having seniority shall be entitled preference in scheduling. Upon request vacation requests will be accepted or denied by the supervisor within fifteen (15) days of being submitted.
- b) For those vacation requests made after April 15 of the current calendar year, scheduling 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 scheduled vacation date. An employee shall be permitted to exercise his right of seniority only once annually. Scheduling of vacation periods, to the extent consistent

with operating requirements of the County and vacation credits of the employee, may be in eight (8) hour units.

- c) Subject to the operating requirements of the County and the availability of relief, employees who have accumulated forty-eight (48) or more hours of vacation may take vacation in eight hour units. Exceptions allowing smaller units, but in no event less than a four hour unit, may be granted by the Sheriff.
- 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 the collective bargaining 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. 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 the collective bargaining 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 one (1) day 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. 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 half 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**

- a) 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 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 his 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 his or her 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)     **2016 - 2017.** Salary schedule shall be increased across the board by two percent (2%) effective the first day of the pay period after July 1, 2016.
- (2)     **2017 - 2018.** On the first day of the pay period after July 1, 2017 base salaries shall be increased across the board by the percentage amount equal to the annual average increase in the Portland CPI-U (1<sup>st</sup> half plus 2<sup>nd</sup> half, divided by two, out one decimal point with no rounding from the number out to the second decimal point) of the previous year, but not less than one percent (1%) or more than three (3%).
- (3)     **2018 - 2019.** On the first day of the period after July 1, 2018 base salaries shall be increased across the board by the percentage amount equal to the annual average increase in the Portland CPI-U (1<sup>st</sup> half plus 2<sup>nd</sup> half, divided

by two, out one decimal point with no rounding from the number out to the second decimal point) of the previous year, but not less than one percent (1%) or more than three percent (3%).

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 2% 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 LEDES representative by a command officer.

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

- (1) Ten years continuous service: 1%.
- (2) Fifteen years continuous service: 1.5%
- (3) Twenty years continuous service: 2%

The above percentages are not cumulative.

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

e) **COMPENSATION FOR CANINE OFFICER.** With the consent of the employee, the Sheriff may designate an employee as a Canine Officer. A designated Canine Officer shall receive a monthly premium equivalent to 5% of the employee's base pay to compensate the employee for miscellaneous time spent in the care and maintenance of the employee's assigned canine.

f) **PHYSICAL FITNESS INCENTIVE.**

- (1) Any member who elects to take, and passes, the Oregon Physical Agility Test (ORPAT) offered by the Yamhill County Sheriff's Office (YCSO) twice per year each calendar year will be paid a bonus of \$200 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) **DESIGNATION.** The sheriff will designate up to three patrol deputies and up to three corrections deputies to serve as Field Training Officers (FTO). Further FTO designations will be authorized only if approved by the Board of Commissioners. However, a command officer may request a qualified patrol deputy, corrections deputy or records clerk to assist in training when necessary. 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 an FTO designation is two years. At the election of the Sheriff,

the designation 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 designated as an FTO and (a) completed FTO training and (b) is certified as an FTO, the employee will receive a premium of 2.5% of base monthly salary stated on the salary schedule so long as the employee remains designated as an FTO. The premium is not subject to the maximum monthly premium for combined incentive pay stated in section 12.1 of the Labor Agreement.
- d) **TRAINING.** If training is available and if authorized by the Sheriff, employees designated 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 Labor Agreement (Training Time).
- e) **CORPORALS.** Corporals are not entitled to be designated as FTOs. However, a corporal may train patrol deputies or corrections deputies when necessary as determined by the Sheriff when a designated 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 his personal automobile for transportation to such location, or who is required to use his 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) Deputies will attend staff meetings, training seminars, and firearms qualifications on a regular basis. In addition, all staff will attend staff meetings and will attend training that is required to meet minimum certification or employment requirements. These sessions may be held on off-duty time but will be compensated at straight time. However, straight time compensated training time will not exceed two (2) hours per month or twenty-four (24) hours per year. The Sheriff will make every effort to schedule these sessions at mutually convenient times for the greater majority. Allowable hours will not be allowed to accumulate beyond one quarter. If not used up quarterly, the hours shall be forfeited.
- 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 Labor 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, for the life of this agreement, shall be \$1,500.00. 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.
- 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.

- 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 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 his designee shall investigate the alleged misconduct to determine whether discipline appears to be warranted.
- b) Following the investigation, if the Sheriff or his designee believes the appropriate discipline is a written warning notice, the Sheriff or his 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 his designee believes the appropriate discipline is discharge from employment, suspension without pay or demotion in classification, the Sheriff or his 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 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.

Step 4: If the grievance 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.

### **16.2 Probationary Period**

A new employee shall be on probation after being hired 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. 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 he/she became a member of the bargaining unit. During the probationary period for a newly hired employee, the Sheriff may terminate the probationary employee for any reason not prohibited by law, with or without cause. Any termination of a newly hired, 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) Preference in vacation scheduling shall be by seniority, provided that vacation requests are made before April 15 of each year. Such exercise of seniority shall be limited to one (1) selection of one (1) vacation period per each calendar year. 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) 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 designate both sexes, and wherever one gender is used, it shall be construed to include male and female employees.

**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 shop steward employees, 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 Sheriff's 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.

**ARTICLE 18 – WORKERS' COMPENSATION**

**18.1            Coverage**

All County employees will be insured under the provisions of the Oregon State Workers' Compensation Act for injuries received while at work for the County.

**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

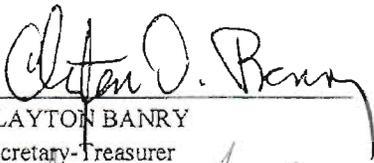
therefore dependent upon sources of revenue and annual budget approval. The County will not reduce the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The County 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.

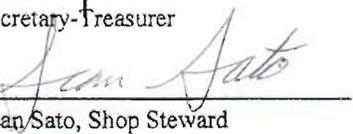
**ARTICLE 20 – DURATION AND OPENING**

This Agreement shall be in effect from July 1, 2016 through June 30, 2019, and shall remain in full force and effect and shall be automatically renewed from year to year after June 30, 2019 unless either party notifies the other in writing not later than February 1, 2019, 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.

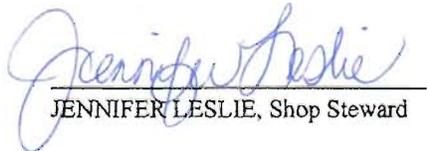
TEAMSTERS LOCAL 223

  
CLAYTON BANRY  
Secretary-Treasurer

  
Sean Sato, Shop Steward

  
MICHAEL BROOKS, Shop Steward

  
DORIS WEBSTER, Shop Steward

  
JENNIFER LESLIE, Shop Steward

YAMHILL COUNTY, OREGON

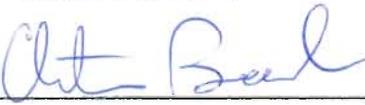
  
TIM SVENSON, Sheriff

  
MARY STARRETT, Chair

  
STAN PRIMOZICH, Commissioner

  
ALLEN SPRINGER, Commissioner

APPROVED AS TO FORM

By:   
CHRISTIAN BOENISCH  
Yamhill County Legal Counsel

Accepted by Yamhill County  
Board of Commissioners on  
12-1-16 by Board Order  
# 16-474

CLASSIFICATIONS & SALARY RANGES

**(Yamhill County Sheriff's Office – Bargaining Unit Employees)**

<u>SALARY RANGE</u>	<u>TITLE OF CLASSIFICATION</u>
5	Records Clerk
5	Medical Technician
6	Control Room Technician
6	Senior Records Clerk (requires 10 years continuous service with YCSO)
8	Property Evidence Technician
9	Animal Control Officer
10	Civil Process Server
12	Jail Nurse (LPN)
12	Corrections Deputy
12	Patrol Deputy
13	Detective
14	Jail Nurse (RN)

\*\*\*

## **Appendix A**

(Drug and Alcohol Testing Program)

**AGREEMENT:** The following policy shall apply to all bargaining unit members for the term of the YCSO 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 an unpaid leave of absence for treatment when determined necessary by a competent treatment professional or medical provider. During the unpaid absence, the employee may use any accrued vacation, sick leave, compensatory time or authorized leave under the Family Medical Leave Act. While on unpaid leave, 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.** 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 his/her 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, even if the drug is a prescription drug or an over-the-counter drug.

**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 "GC/MS Confirmation Threshold Levels" set forth in the attached Exhibit "A".

**"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 the person acts as authorized by this policy. By way of example, but not by limitation, a reasonable suspicion sufficient to allow an authorized person to order a test under this policy may exist under the following circumstances.

1. Erratic job performance or behavior indicated by slurred speech, stumbling, physical appearance or bloodshot eyes.

2. An employee is involved in a significant job-related accident or incident that either injures or threatens to injure any worker or the employee, or causes or threatens to cause property damage. Being in an accident, in and of itself, does not establish reasonable suspicion to test. Being in an accident may be considered, along with all the facts and circumstances of the accident, to determine whether there is reasonable suspicion to test.

**"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 "GC/MS Confirmation Threshold Levels" set forth in the attached Exhibit "A"; or
  - 3. Has within the employee's system levels of alcohol 0.02% blood alcohol content or greater.
  - 4. Has, or is, growing marijuana on their property or at their residence.
- 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.

**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.

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

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

### **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. 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.

2. 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 VII. 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 suspended without pay and directed to participate in an alcohol and drug abuse evaluation arranged and paid for by the County in the manner provided in Section VIII ("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 is subject to immediate discharge from employment.

**Section VIII. 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 suspended without pay. While on suspension without pay, the employee may use vacation or compensatory time if available.

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 his/her job, the employee will be returned to work with back pay 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 not be reinstated.

5. If the evaluator concludes that the employee is not currently capable of performing his/her job, the employee will be required to undergo any treatment plan recommended by the evaluator. If necessary for treatment, the Sheriff shall grant an unpaid leave of absence for participation in a treatment plan.

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

7. The 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 suspension.

**Section VIII. SEARCH AND INVESTIGATION.** In order to meet the objectives of this Policy, the YCSO reserves the right to carry out reasonable searches of individual employees and their personal effects when employees are on County property or in a County vehicle. If an employee refuses to cooperate in the search, the refusal will be considered gross insubordination.

**Section IX. 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 XI. MISCELLANEOUS**

**A.** Each employee shall be required to read this policy 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.

## MEMORANDUM OF AGREEMENT

### **(Shift Bidding/Bid Requests/Four-Ten Schedule)**

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").

#### **RECITALS:**

- A. In the 1993-96 collective bargaining agreement, the parties adopted a Memorandum of Agreement on Shift Bidding/Bid Requests/Four-Ten Schedules. This Memorandum of Agreement was made a part of the 1996-98 collective bargaining agreement, with minor modification, by an arbitrator. Thereafter, it became part of subsequent labor agreements.
- B. The parties have agreed to continue this Memorandum of Agreement in the 2004-07 collective bargaining agreement.
- C. To explain the reasons for the Memorandum of Agreement on Shift Bidding/Bid Request/Four-Ten Schedules, the parties hereby adopt the "Recitals" portion of the Memorandum of Agreement as it appeared in the 1993-96 agreement. NOW, THEREFORE,

#### **AGREEMENT:**

1. Except as specifically modified by this memorandum of agreement, all terms and conditions of the collective bargaining agreement shall remain in full force and effect.

2. FOUR-TEN SCHEDULES FOR CORRECTIONS DEPUTIES AND CRTs:

(a) Subject to subparagraph (c) of this paragraph, the county and the Union shall continue a schedule where COs work four-ten hour shifts in the work week. If determined appropriate, the Sheriff may adopt a Twelve Hours schedule in the correctional facility. No reversion to a five-eight schedule shall occur without 30 days advance notice to the Union.

(b) Subject to subparagraph (c) of this paragraph, a four-ten schedule (or a Twelve Hour schedule) shall be implemented for CRTs at such time that the jail commander approves a schedule as consistent with operational needs of the facility. The four-ten schedule (or Twelve Hour schedule) shall be implemented in the next scheduled shift rotation after approval of the schedule by the jail commander.

(c) In the event the sheriff, on recommendation of the jail commander, determines that a four-ten schedule (or Twelve Hour schedule) cannot meet operational needs of the facility for either CRTs or COs, the sheriff may order a reversion to the five day, eight hour schedule. However, prior to changing from a four-ten to a five-eight schedule, the county shall provide a minimum of 30 days advance written notice to the Association. The county will allow the Association to provide input regarding the proposed change if the Union requests the opportunity for such input in writing within 7 days of the receipt of notice from the county.

3. POLICY ON SHIFT ROTATION / ASSIGNMENT / TRADING:

The Union and the county agree that the following policy shall govern shift bidding, bid requests, shift rotation, assignment and trading for corrections deputies and control room technicians:

The Yamhill County Corrections Facility will follow the dictates of sound correctional practices in assisting individuals in maintaining a high level of efficiency and assure the opportunity for personal professional development through shift rotation / assignment / trading.

PROCEDURE A - Corrections Captain

1. Will ensure that each Corrections Deputy and Control Room Technician is afforded the opportunity to maintain a high level of required efficiency and to allow for personal professional development.
2. Will cause all Corrections Deputies and Control Room Technicians to rotate shifts on a regular scheduled basis to ensure required individual efficiency and the opportunity for personal professional development.
3. Will ensure that the rotation of Corrections Deputies and Control Room Technicians maintains sufficient and required staffing to meet requirements established by law.
4. Will assign individual staff members as necessary to ensure compliance with the law.

PROCEDURE B - Control Room Technicians

1. Shift rotation, by shift hours, 5 x 8 schedule. A bid request by seniority for each shift is allowed with the following requirements. Rotation must occur to a different shift for two consecutive bid requests before authorized to bid request back into original shift hours.
2. The required shift rotation is based on a 24-hour day, 7-day week operation and each Control Room Technician must maintain proficiency on each shift.

- EXAMPLE: CRT #1 - Currently on grave shift, 0000-0800 with Tues/Wed off.
- First Rotation - May only bid request for a 0800-1600 or 1600-2400 shift with preferred days off.
- Bid requests and receives 1600-2400 shift with Sat/Sun off.
- Second Rotation- May only bid request for a 0800-1600 shift with preferred days off.
- Third Rotation - Must bid request into 0000-0800 shift with preferred days off.

PROCEDURE C - Corrections Deputy

1. Corrections Deputy shift rotation by shift hours 4/10 schedule. A bid request, by seniority, for each established shift hours is allowed with the following requirements. Rotation must occur for two consecutive bid requests, before being authorized to bid request back into original shift hours.
2. The required shift rotation is based on a 24-hour, 7-day week operation and at the approval of the sheriff for a 4/10 operation. Each Corrections Deputy must maintain proficiency on each of the established shift hours position.
3. To ensure rotation for all Corrections Deputies at each established rotation period, assignments may be made as necessary or the number of bid shift positions may be adjusted.

PROCEDURE D - Shift Trading, Corrections Deputies, and Control Room Technicians.

1. Shift rotation/assignments are made to assure that staff is afforded the opportunity to maintain a required level of efficiency and to allow personal professional development.
2. Trading of shift rotation/assignments is authorized only:
  - a. If prior approval is granted by a shift supervisor for each individual one day shift.
  - b. If a need can be demonstrated for a personal conflict; or
  - c. If other extenuating circumstances exist under which a one-shift trade would further the goals of the division and benefit the individuals; or
  - d. There is a need for temporary "light duty" assignment for medical reasons; and
  - e. No overtime is involved.
3. No extended trades are permitted without the prior approval of the Corrections Captain.
4. INTENT OF POLICY:

Section (C)(3) of the policy contained in paragraph 3 above states that under some circumstances "the number of bid shift positions may be adjusted". The parties recognize that the current shift bidding practice for COs provides for five groups of "biddable" positions. The parties agree that County cannot guarantee maintenance of these groupings given budget limitations, changes in staffing levels, classifications, reclassifications, and other factors. However, the County intends to maintain the current five biddable groups to the greatest extent possible given such factors.

5. OVERTIME DURING SHIFT ROTATION:

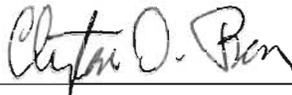
The parties agree that during the week before and the week after the date that shifts are rotated,

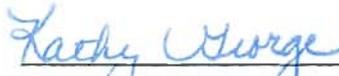
no overtime shall be paid as a result of the shift change, and that only straight time shall be paid.

**YAMHILL COUNTY, OREGON**

**TEAMSTERS LOCAL 223**

  
\_\_\_\_\_  
JACK CRABTREE, Sheriff

  
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CLAYTON BANRY, Secretary-Treasurer

  
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KATHY GEORGE, Chair  
Board of Commissioners

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## MEMORANDUM OF AGREEMENT

### (Authorization of Corporal Position in YCSO)

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”).

#### RECITALS:

- A. The Union and the County are agreeable to creation of a bargaining unit position under the YSEA-YCSO labor agreement called Corporal.
- B. The Sheriff and the Union recognize that only limited Corporal positions will be authorized due to budgetary constraints. The Sheriff and the Union also recognize that positions will be authorized and filled only with the concurrence of the Board of Commissioners. NOW, THEREFORE,

**AGREEMENT:** The Sheriff, County and Union hereby agree as follows:

1. Creation of position. There is hereby created in the Yamhill County Sheriff’s Office a new classification within the Union bargaining unit called “Corporal.”
2. Job description. The job description for Corporal will be issued by the County prior to a Corporal position becoming available. The job description will vary based on the YCSO division within which the Corporal position is created.
3. Authorization of position; eligibility; duration; bumping rights.
  - a. Authorization of position, filling of position. Before a specific Corporal position is recognized, the Board of Commissioners must take action to authorize the position at a formal session. When a position has been authorized by the Board, the Sheriff may recruit for Corporal. The Sheriff may fill the authorized Corporal position by appointment of an eligible employee upon approval of a personnel action form by the Board of Commissioners at formal session.
  - b. Eligibility for appointment as Corporal. Only bargaining unit members shall be eligible for appointment to the Corporal position. When the Sheriff determines the person to be appointed to Corporal, the provisions of Section 16.4(b) of the collective bargaining agreement shall apply.
  - c. Probationary term; termination of Corporal designation only for cause. A Corporal shall serve a probationary period in accordance with Section 16.2 of the labor agreement. After a Corporal has completed the probationary period, the sheriff may terminate a designation of “Corporal” only for cause.
  - d. Bumping rights if position eliminated. If a Corporal position is eliminated for budgetary reasons, the incumbent shall have bumping rights in accordance with Section 16.4 of the labor agreement.

4. Compensation.

a. In general. A Corporal shall be paid at a salary range one grade above the salary range applicable for the classification at the employee's current step. For example, a Detective is paid at salary range 13. If a Detective Corporal position is filled under this Memorandum of Agreement by promoting a Step 6 Detective, the Detective Corporal will be paid at salary range 14, Step 6. A Patrol Deputy is paid at salary range 12. If a Patrol Corporal position is filled under this Memorandum of Agreement by promoting a Step 6 Patrol Deputy, the Patrol Corporal will be paid at salary range 13,

Step 6. An employee promoted to Corporal will retain the employee's anniversary date. Beginning June 25, 2003 an additional 2.5% of base monthly salary will be paid to a Corporal.

b. Out of class compensation. If a Corporal acts as supervisor in the absence of a supervisor for more than one month, the Corporal is entitled to exercise any rights afforded by Section 12.4 of the labor agreement. A Corporal cannot exercise rights under Section 12.4 where the Corporal acts as supervisor in the absence of a supervisor for less than one month

5. Supervisory authority of Corporal.

a. General supervisory authority allowed. A Corporal may schedule work for subordinate employees. A Corporal may provide input for evaluations but may not issue evaluations for subordinate employees. A Corporal may provide training to subordinate employees. A Corporal may perform other supervisory tasks not prohibited under subsections (b) and (c) of this paragraph.

b. General supervisory authority not allowed. A Corporal may participate in aspects of the hiring process, but does not have authority to hire. A Corporal may participate in discussions with a supervisor in the adjustment of a grievance, but has no authority to personally adjust a grievance.

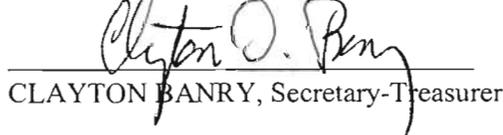
c. Authority to discipline. The Corporal may administer discipline for misconduct, but may not administer discipline greater than a warning notice. Only a permanent supervisor outside the bargaining unit may administer discipline for misconduct greater than a warning notice. The Corporal may recommend discipline to a permanent supervisor. The scope of authority for Corporal in investigating complaints is the same as the scope of authority for an Acting Sergeant - Training as set forth in the "Acting Sergeants" Memorandum of Agreement attached to this labor agreement.

6. Labor Agreement not modified. Except as specifically modified by this Memorandum of Agreement, all other terms and conditions of the YSEA-YCSO labor agreement shall continue in full force and effect.

**YAMHILL COUNTY, OREGON**

**TEAMSTERS LOCAL 223**

  
\_\_\_\_\_  
JACK CRABTREE, Sheriff

  
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CLAYTON BANRY, Secretary-Treasurer

  
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KATHY GEORGE, Chair  
Board of Commissioners

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## MEMORANDUM OF AGREEMENT

### (Continuation of Acting Sergeant Position in YCSO)

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").

#### RECITALS:

A. In 1999 the Sheriff and the Union's predecessor agreed it was appropriate for the County to create two limited duration acting sergeants positions within the Yamhill County Sheriff's Office. One position was called "Acting Sergeant - Training" (AS - Training) and the other position was called "Acting Sergeant - Temporary" (AS - Temporary). The AS - Training position was intended to be used primarily in the Corrections Division. The AS - Temporary position was intended to be used primarily in the Patrol Division. However, as circumstances dictated, the Sheriff could elect to use either position in the Corrections Division or the Patrol Division in accordance with the requirements of the 1999 Memorandum of Agreement.

B. The parties agree it is appropriate to continue the AS - Training position but not the AS - Temporary position. This Memorandum of Agreement is intended to clarify the status of the AS - Training for the duration of the YSEA-YCSO labor 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. The limited duration position of Acting Sergeant - Temporary (AS - Temporary) is hereby discontinued.
2. Job Description. The job description for AS - Training as it existed on June 30, 2001 in the Yamhill County personnel records is made a part of this Memorandum of Agreement by reference.
3. Duration. The maximum duration of an appointment to AS - Training is 6 months. Reappointments of personnel to the position may not be made by the Sheriff 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. 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 at salary range 13 at the employee's salary step.
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 job description described in paragraph 2.

6. Appointment to position. Only bargaining unit members shall be eligible for appointment to the AS - Training position. When the Sheriff 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. It does not affect the County's ability to fill a Sergeant position in the Yamhill County Sheriff's Office on a temporary basis.

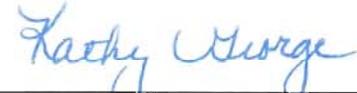
8. CBA not modified. Except as specifically modified by this Memorandum of Agreement, all other terms and conditions of the collective bargaining agreement shall continue in full force and effect.

**YAMHILL COUNTY, OREGON**

**TEAMSTERS LOCAL 223**

  
\_\_\_\_\_  
JACK CRABTREE, Sheriff

  
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CLAYTON BANRY, Secretary-Treasurer

  
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KATHY GEORGE, Chair  
Board of Commissioners

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## MEMORANDUM OF AGREEMENT

### (Records Clerk Scheduling)

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").

#### RECITALS:

A. On June 3, 2004 the Sheriff gave the Union notice of his intent to issue a general order sometime in June, 2004 that would implement a shift rotation assignment effective July 26, 2004 for all police clerks, whether assigned to the jail or patrol division. The Union requested a meeting prior to implementation of the general order to present its concerns. On June 15, 2004 the Sheriff and the Union met to consider alternatives to the issuance of the general order.

B. This memorandum of is made to memorialize the agreement to clarify contractual issues as they relate to assignment, shifts and shift bidding. NOW, THEREFORE,

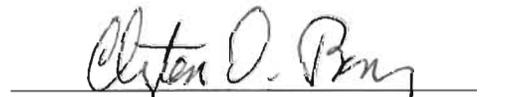
**AGREEMENT:** The Sheriff and Union hereby agree as follows:

1. Assignment of records clerks. So long as current shifts in effect for records clerks are not changed, the Sheriff has the right to assign a records clerk to either the jail or patrol division.
2. Out of class pay. So long as any out of class pay due a records clerk under Section 12.4 of the labor agreement is paid, the Sheriff has the right to assign a records clerk to perform work in a classification placed higher on the salary schedule.
3. Withdrawal of proposed shift rotation order. The proposed general order on records clerk shift rotations transmitted to the Union on June 3, 2004 will not be implemented on July 26, 2004 as originally proposed by the Sheriff.

**YAMHILL COUNTY, OREGON**

**TEAMSTERS LOCAL 223**

  
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JACK CRABTREE, Sheriff

  
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CLAYTON BANRY, Secretary-Treasurer

  
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KATHY GEORGE, Chair  
Board of Commissioners

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## 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**



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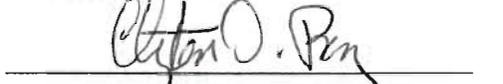
JACK CRABTREE, Sheriff



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KATHY GEORGE, Chair  
Board of Commissioners

**TEAMSTERS LOCAL 223**



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CLAYTON HANRY, Secretary-Treasurer

**(end of 2010-13 collective bargaining agreement)**