

**WASHINGTON COUNTY / WASHINGTON
COUNTY SHERIFF'S OFFICE**

AND

**WASHINGTON COUNTY POLICE OFFICERS'
ASSOCIATION**

SHERIFF'S SUPPORT GROUP (SSG)

2022-2025 AGREEMENT

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ARTICLE 1 – RECOGNITION

- 1.1 The County recognizes the Association as the exclusive representative and collective bargaining agent for all full-time, part-time, seasonal, variable hour and/or temporary employees in the following classifications:

- Criminal Records Specialist 1
- Criminal Records Specialist 2
- Investigation Support Specialist
- Jail Services Technician 1
- Jail Services Technician 2
- Jail Services Technician 3

Confidential and supervisory employees as defined by the Oregon PECBA (ORS 243.650, *et seq.*) shall be excluded from the bargaining unit and not covered by this Agreement.

Bargaining unit employees shall have priority for the scheduling of bargaining unit assignments, hours and overtime. In other words, non-bargaining unit employees shall not be scheduled to perform bargaining unit work and/or assignments when there is a bargaining unit employee who is willing, ready and able to perform the work. If no qualified bargaining unit employee is ready, willing and able to be scheduled to perform the bargaining unit work, a non-bargaining unit employee may be scheduled. If a non-bargaining unit employee is scheduled there shall be no opportunity for a bargaining unit employee to “bump” a non-bargaining unit employee from the assignment or work opportunity that the non-bargaining unit is scheduled to fill. Regardless of whether a non-bargaining unit employee is performing or filling bargaining unit work or assignment – the bargaining unit work and/or assignment will remain the work/assignment of the Association.

- 1.2 The class titles used above are for descriptive purposes only.

Their use is neither an indication nor a guarantee that these classes or titles will continue to be utilized by the County.

- 1.3 The County shall promptly notify the Association in writing of the County’s decision to change any of the classifications listed above. If the successor classification is not significantly altered or changed from the existing classification, the new classification shall automatically be recognized as a part of this Agreement and be represented by the Association.

- 1.4 New Positions.

New classifications performing the same or similar work as those covered by the Association may be developed within the Sheriff’s Office by the County and assigned a wage scale. The County shall notify the Association President of the new classification and forward a job description and wage scale to the Association President for review. Pursuant to ORS 243.698, *et seq.*, the Association shall have the right to bargain about mandatory

subjects and/or subjects with mandatory impacts, related to the new classification. If agreement is not reached during the ORS 243.698, *et seq.* bargaining about the new classification, the County may proceed with the hiring process with the understanding that any subsequent agreed upon changes related to the new classification will be made retroactive to the employee's date of hire. If the classification created by the County is disputed as to whether the classification should be represented by the Association, either party may challenge the exclusion of the new classification as to representation by the Association through PECBA procedures.

During any challenge as to any inclusion of a classification as being represented by the Association, the classification shall remain out of the Association with the understanding that if the ERB orders the classification represented by the Association, any employee in the classification will be made whole and provided all CBA benefits retroactively to their date of hire.

ARTICLE 2 – DEFINITIONS

2.1 The following definitions shall be applicable to this Agreement:

- A. "Employee" means any person employed by the County who fills a position in one of the classifications listed in the Recognition Article.
- B. "Probationary Employee" means an employee who has not completed the probationary period of their first twenty-six (26) qualified payroll periods following appointment to County service.

The parties agree that an employee's probationary period, whether it be an initial probationary period as provided in this Section or an additional probationary period as provided in Sections 2.1(C) and 2.1(D), shall be automatically extended in the event the employee is unable to perform all duties of their classification for a period of one (1) month or longer due to a qualifying health care reason. In that situation, the probationary period shall be extended by the length of time the employee is unable to perform such duties.

- C. "Career Employee" means an employee who has successfully completed the initial probationary period of twenty-six (26) qualified payroll periods following appointment to County service.
- D. "Career-Probationary Employee" means an employee who serves an additional probationary period of twenty-six (26) qualified payroll periods following promotion or transfer to a position not previously held or where the employee had not previously attained "Career Employee" status as defined above.
- E. "Qualified Payroll Period" is a payroll period in which the employee has not had 10% of their regular work schedule in an unpaid status except as otherwise provided in this Agreement or County Personnel Rules & Regulations.

- F. “Full-time” employee means an employee who is regularly budgeted and scheduled to work a regular work schedule of forty (40) hours or more per week, or 2080 hours or more in a twelve (12) consecutive month period.
- G. “Part-time” employee means an employee who is regularly budgeted and scheduled to work less than forty (40) hours per week, or less than 2080 hours in a twelve (12) consecutive month period.
- H. “Seasonal” employees are not hired or used by the County in any Association-represented classification or to do any Association work.
- I. “Temporary” employee means an employee that is an “at-will” employee. A Temporary employee position does not have just cause termination rights as described in Article 31 of this Agreement. A temporary employee will only occupy their temporary employment position for one hundred and eighty (180) consecutive calendar days or less. Temporary employees may only be employed by the County as a temporary employee no more than one hundred and eighty (180) consecutive calendar days in any twelve (12) consecutive month period of time. All temporary employees employed by the Sheriff’s Office will be laid off and eliminated before any full-time or part-time Association represented employee is laid off as a result of a reduction-in-force. To the extent that policies of the County related to Temporary employees conflict with the terms of this Agreement, the County’s policies shall control.
- J. “Variable Hour” employee means an employee who works variable hours of no more than an average of twenty (20) hours in any workweek. Variable Hour employee positions do not have just cause termination rights as described in Article 31 of this Agreement. Variable Hour employees are specifically used to satisfy an on-going business need to cover Association classification work shifts for regular Association employee positions due to vacations, training, and leaves of absence and other staffing needs. Work hours are variable during the course of a workweek. Variable Hour employee work shifts and schedules will be electronically posted as soon as the County knows that a variable hour employee is needed. The Variable Hour employee work shifts and schedules will be electronically posted so that the Association President or designee has access to the variable hour schedules and work shift. Variable Hour employees will not be used to abrogate, eliminate, displace or replace regular/career Association represented employees. All Variable Hour employees employed by the Sheriff’s Office will be laid off and eliminated before any full-time or part-time Association represented employee is laid off as a result of a reduction-in-force. To the extent that policies of the County related to Variable Hour employees conflict with the terms of this Agreement, the County’s policies shall control.

ARTICLE 3 – EXISTING CONDITIONS

- 3.1 Standards of employment related to wages, hours and working conditions and safety that constitute mandatory subjects of bargaining shall be continued at not less than the level in effect at the time of the execution of this Agreement.

ARTICLE 4 – LABOR-MANAGEMENT COMMITTEE

- 4.1 The County and the Association agree to establish a joint labor-management committee as mutually agreed to consider issues on a topical basis, and shall meet quarterly unless mutually agreed to meet more or less often.

The intent of this committee is to facilitate communication between the parties by providing a forum for discussion and collaborative problem solving of issues not addressed by the Agreement such as staff morale, operational methods and procedures, attendance, safety, and other policies of the County which affect the working conditions of employees. The committee shall not become involved in individual grievances nor shall the committee meetings be construed as formal contract negotiations.

- 4.2 The Association and the County shall appoint no more than four (4) representatives each to the Labor Management Committee (LMC). The committee shall consist of the members of the Sheriff's Office command staff selected by the Sheriff and members of the Association's Executive Board selected by the Association President. Representatives of Human Resources may also attend as ex-officio members of the Committee.

The committee will meet to establish a meeting schedule to share information and discuss issues, which may be appropriate for future LMC activity. It is agreed that this time shall be County-paid time. The parties mutually agree to utilize a consensus method involving all recommendations of the committee.

ARTICLE 5 – XXXX

[RESERVED]

ARTICLE 6 – EQUAL EMPLOYMENT OPPORTUNITY

- 6.1 The County and the Association agree that the provisions of this Agreement shall be applied equally to all employees of the bargaining unit without discrimination as to race, color, religion, sex, national origin, sexual orientation, age, mental or physical disability which can be reasonably accommodated, or gender identity, as defined by federal and state law. Nor shall there be any discrimination against veterans, as defined by federal law. The County and the Association also agree to nondiscrimination in employment as defined by state law, which includes nondiscrimination because of marital status, family status, domestic partnership, juvenile record, union affiliation, on-the-job injury and the reporting by employees of unsafe working conditions or other protected status or activity in accordance with applicable state and/or federal law. Nothing in this section, however, shall be construed to prohibit actions taken because of bona fide occupational qualifications, seniority rights, or legitimate employer business necessity.

6.2 The Association shall share equally with the County the responsibility for applying the provisions of the Agreement.

6.3 Gender Reference.

All references to employees in this Agreement designate all gender identities. Whenever gender is used it shall be construed to include all employees.

ARTICLE 7 – SCOPE OF AGREEMENT

7.1 The parties acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, the County and the Association each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both the parties at the time of the negotiation or signing of this Agreement.

ARTICLE 8 – EMPLOYEE & ASSOCIATION RIGHTS

8.1 Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employment relations. Employees shall also have the right to refuse to participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the County or by any employee organization because of his/her exercise of these rights or because of his/her political affiliation.

8.2 Membership.

Paid membership or non-paid membership in the Association shall be the guaranteed individual choice of employees within the bargaining unit.

8.3 Collection of Dues Deduction and Association Fees.

A. The County, when so authorized and notified by the Association, via email with a copy to the involved employee, or by an employee represented by the Association, will deduct regular Association dues from wages of the employee. Any authorization for payroll deductions of dues may be canceled by the employee upon written notice to the County and the Association prior to the 15th day of each month, to be effective on the first day of the following pay period. The County will make proper adjustments for errors as soon as practical. When necessary, in compliance with the PECBA, or when requested by the County, the Association will provide the record of dues deductions authorizations made to the Association by an employee.

- B. The County, when notified by the Association, via email, will deduct Association assessed fees from an employee's wages via payroll deduction and remit such deduction to the Association. The Association's email notification to the County will include a copy of the employee's authorized fee deduction with a copy to the involved employee.

8.4 Indemnification.

The Association will indemnify, defend and hold the County harmless from all suits, actions, proceedings, and claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement, costs and/or fees or any combination thereof, arising from the County's application of and/or compliance with this Article. In the event that any part of this Article should be declared invalid or that the monthly service fee should be ordered reimbursed to any nonmember, the Association and its members shall be solely responsible for such reimbursement.

8.5 Bulletin Board.

The County agrees to furnish up to ten (10) suitable bulletin boards in reasonably convenient locations. (These ten (10) bulletin boards will be for use by the Association for both Association bargaining units.) The board is for use by employees and the Association for matters of their collective concern. This bulletin board is to be maintained by the Association, including periodic clearing of outdated materials. Posting of notices and other material by employees is restricted to Association business and training or education announcements and shall be limited within County facilities to these Bulletin Boards. The Association may place notices in the members' mailboxes.

8.6 New Hires.

The County will notify the President of the Association, in writing, of all newly hired employees for positions in the bargaining unit within no later than ten (10) calendar days of the first working day of the new employee. Such notification shall include the name, mailing address, salary step, phone number(s), email address, position, and rate of pay of the new employee.

8.7 Employee Orientations and Access to Bargaining Unit Employees.

- A. Employee Orientations. At employee orientations, the County shall provide the Union with no less than thirty (30) minutes and up to one hundred twenty (120) minutes to make a presentation to all bargaining unit employees without undue interference. No employee shall suffer a loss in compensation or benefits as a result of participating in or attending the Union presentation.
- B. When a bargaining unit employee is hired after the employee orientation or when the County does not conduct an orientation, the Union shall be permitted to meet with the newly hired bargaining unit employees for up to sixty (60) minutes during work hours without loss in compensation or benefits for the newly hired employee or for the designated representatives attending the meeting. Unless otherwise agreed,

meeting with newly hired employees shall take place at the newly hired employee's regular work location, within thirty (30) calendar days from the date of hire.

8.8 Association Access.

Association representatives shall be allowed access to the employee work areas for the purpose of processing grievances or contacting members of the Association, however, such representatives shall not enter any work location without the consent of the supervisor. Access shall not be unreasonably withheld. Access shall not interfere with normal operations of the Office or with established safety or security requirements, and Association representatives will endeavor, to the extent reasonably possible, to conduct Association business at times and places which do not interrupt work.

8.9 Association Business.

Association officers selected to serve as authorized representatives shall be certified in writing to the County. Association representatives shall be granted time off without loss of regular pay for the purpose of meeting with the County within the scope of representation. The Association shall endeavor to give the County at least twenty-four (24) hours' written notice in advance when an authorized representative seeks time off with or without pay to conduct Association business.

8.10 Attendance at Bargaining.

No more than four (4) on-duty employees shall be permitted to attend negotiating sessions with the County without loss of regular pay. Notice shall be given to the County at least twenty-four (24) hours in advance of the anticipated absence. The dates, times and places for these negotiating sessions shall be established by mutual consent of the parties. Any Association member not scheduled to be on-duty during the negotiating sessions may adjust their shift in order to attend without loss of pay.

8.11 Special Conferences.

Special conferences for important matters may be arranged between the Association President and the County upon agreement of the parties. Such meetings shall be arranged in advance, and an agenda of matters to be discussed at the meeting shall be presented at the time the agreement to meet is made. Association members shall not lose time or pay for time spent in such conferences.

8.12 Manual of Rules and Procedures and Collective Bargaining Agreement.

The County agrees to make the County Personnel Policies Manual, the Sheriff's Office Manual and this Agreement electronically available to all employees represented by the Association and to Association representatives. Additionally, any revisions to these manuals and/or this Agreement that involve mandatory subjects of bargaining or have impacts on mandatory subjects of bargaining will be made available and employees represented by the Association and Association representatives will receive email from the

County notifying them of any revisions and will be responsible for reading all such revision emails.

ARTICLE 9 – MANAGEMENT RIGHTS

- 9.1 It is recognized that an area of responsibility must be reserved to the employer if the County is to effectively serve the public. Except to the extent expressly abridged by a specific provision of this Agreement, it is recognized that the responsibilities of management are exclusively functions to be exercised by the County and are not subject to negotiation or grievance. By way of illustration and not of limitation, the following are listed as such management rights and functions:
- A. The determination of the services to be rendered to the citizens served by the County.
 - B. The determination of the employer’s financial, budgetary, accounting and organization policies and procedures.
 - C. The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the County establishing personnel rules and regulations not inconsistent with any other term of this Agreement.
 - D. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the determination of the duties and qualifications of job classifications; the right to hire, promote, train, demote, transfer and retain employees; the right to discipline or discharge for just cause; the right to lay off for lack of work or funds (subject to Article 33); the right to abolish positions or reorganize the departments or divisions; the right to determine schedules or work (subject to Article 10); the right to schedule employee vacations (subject to Articles 14 and 17); the right to purchase, dispose and assign equipment or supplies; and the right to contract or subcontract any work.

ARTICLE 10 – HOURS OF WORK

- 10.1 The workweek shall be from 12:01 a.m. Saturday through midnight Friday night.

Employees who work the extra hour for daylight savings time shall be compensated for the extra hour they work for the time change. Employees who work an hour less than their regular work shift will either need to use an hour of vacation, holiday or comp time; or work an extra hour to compensate for the time change.

- 10.2 An employee’s normal work schedule shall, as determined by the Employer, consist of eight (8) consecutive hours per consecutive twenty-four (24)-hour period (a schedule of five (5) consecutive workdays and two (2) consecutive days off) or ten (10) consecutive hours per consecutive twenty-four (24)-hour period (a schedule of four (4) consecutive workdays and three (3) consecutive days off). In addition, a “flexible” work schedule

may be utilized which shall be equal to forty (40) hours worked during the workweek but shall have no maximum or minimum number of work hours per day or workdays per week. Such flexible work schedule shall not be in effect unless agreed upon in writing in advance by the individual affected employee and the County. Upon mutual consent of the Sheriff and the employee, employees may work an alternative work schedule in a consecutive fourteen (14) day work period which must coincide with the County payroll period.

- 10.3 Except in circumstances beyond the control of the Sheriff's Office, not less than two (2) weeks' written notice will be given to the impacted employee prior to a change in the impacted employee's work schedule. The requirement of two (2) weeks' notice may be waived in writing by the impacted employee. If an employee's schedule is changed under this provision, the supervisor will notify the employee via County email upon the change in schedule.
- 10.4 All employees' work schedules shall provide for rest and meal periods as follows:
- Criminal Records Specialist and Investigative Support Specialist: two (2) paid fifteen (15) minute rest periods in the middle of each half of the shift when reasonably practical, and one unpaid thirty (30) minute meal period in the middle of the scheduled workday when reasonably practical.
 - Jail Services Technicians: one (1) paid fifteen (15) minute rest period and one (1) paid forty five (45) minute meal period. Rest and meal periods are to be taken when reasonably practical.
- 10.5 For all employees, if an employee attends training where the County does not have control of the schedule, the lunch period(s) at such training will be unpaid, unless the lunch period is part of the training and/or lunch is served as part of the training. Trainees who attend the new employee in service academy will have one-half (1/2) hour paid lunch.
- 10.6 Seniority Shift Bidding. Subject to the considerations and provisions of Article 14 and this Section, shift selection shall be based upon Classification Seniority. At least thirty (30) days prior to March 1 and September 1 of each year but not sooner than forty-five (45) days, employees will be given an opportunity, in order of seniority, to select desired shift and days off for each six (6) month period beginning March 1 and September 1. Shift and days off changes will normally be completed within the first two (2) weeks following September 1 and March 1, respectively. The work schedules shall be posted and shall remain unchanged seven (7) days in advance of the new work schedule.

This Section 10.6 is not intended to prohibit employees from trading shifts or days off with the Sheriff's approval for good and just reason, such as class schedule related to employment, on other than the previously stated selection dates. There will be no bumping prior to the stated selection dates in the event an employee returns to a shift from a Special Assignment.

ARTICLE 11 – OVERTIME

- 11.1 Time and one-half (1.5x) the employee's regular hourly rate of pay shall be paid for authorized work under the following conditions, but compensation shall not be paid twice for the same hours:
- A. Work performed in excess of eight (8) hours (5-8 workweek) or ten (10) hours (4-10 workweek), except when the work is performed as part of a flexible schedule as provided in Article 10, Section 10.2. However, work performed in excess of ten (10) hours per day shall still be compensated with overtime pay.
 - B. Work performed in excess of forty (40) hours in any workweek, shall receive overtime pay under this section.
 - C. Subject to the provisions of Article 12, work performed in the performance of their duties, other than during regular shift.
 - D. Subject to paragraph B above, work performed on a regularly scheduled day off, except when the day is worked in conjunction with a shift change, or with a shift adjustment to enable the employee to receive training, in which event overtime pay for work on a regularly scheduled day off shall not apply.
- 11.2 Overtime work shall be computed in fifteen (15)-minute increments; for example, work performed over seven (7) minutes in excess of the workday shall be compensated as one-quarter (1/4) hour of overtime, over twenty-two (22) minutes shall be compensated as one-half (1/2) hour of overtime, over thirty-seven (37) minutes shall be compensated as three-quarters (3/4) hour of overtime, etc.
- 11.3 Employees are required to report all off-duty time worked. For purposes of compensating authorized off-duty communications to an employee, work performed will be rounded up in fifteen (15) minute increments at the employee's overtime rate of pay. A subsequent call that occurs outside of the initial fifteen (15) minute increment will be compensated as a separate fifteen (15) minute increment.
- 11.4 The manager, supervisor, or commanding officer in charge of a division or a shift, or his/her designee, are the only individuals authorized to require overtime by subordinates. An employee shall be given at least two (2) hours' notice of mandatory overtime that the employee is ordered to work unless it is an unforeseen circumstance that could not have been identified earlier.
- 11.5 Employees shall have the option to take overtime as compensatory time off or in cash payment, subject to refillable accumulation of forty (40) hours of compensatory time (refillable). Compensatory time shall be scheduled and taken off in accordance with the Fair Labor Standards Act (FLSA) and subject to the provision listed in this Article.

The County reserves the right to cash out anything in excess of twenty (20) hours in an employee's comp leave bank in the event the employee is promoted or becomes eligible for an incentive pay increase of at least four percent (4%).

Compensatory time off requests (Comp Time) submitted in writing in excess of sixty-seven (67) days prior to the time requested shall be granted or denied in writing sixty (60) days prior to the time requested. Time off requests (Comp Time) submitted in writing between sixty-seven (67) days and fourteen (14) days prior to the time requested shall be granted or denied in writing within seven (7) days of receipt. Time off requests (Comp Time) submitted in writing less than fourteen (14) days prior to the time requested shall be granted or denied in writing within two (2) days of receipt.

11.6 Safety Release.

Employees actually working sixteen (16) or more hours in a twenty-four (24)-hour period of time shall be provided at least nine (9) hours of County-paid safety release time before beginning their next regularly scheduled shift.

- A. Notification Requirement. The employee shall advise an on-duty shift sergeant/supervisor as soon as possible after they reach twelve (12) hours of work and reasonably believes their shift could reach sixteen (16) hours and no later than one (1) hour before reaching the sixteen (16)-hour threshold, unless to do so is not feasible.
- B. Safety Release Activated. Once an employee has worked sixteen (16) or more hours in a continuous twenty-four (24)-hour period:
 - 1. The employee shall be released by a supervisor or OIC as soon as feasible.
 - 2. The employee shall not be required to report to their next regularly scheduled shift if that shift will commence nine (9) or fewer hours from the time they leave work. Additionally, the employee shall be given County-paid safety release leave for all unworked portions of that shift.
 - 3. When determining whether the Safety Release threshold has been reached, gaps between work periods of five (5) or fewer hours (i.e., shift and court, shift and callout) shall be included in the sixteen (16)-hour threshold calculation.
- C. Voluntary Overtime. If an employee triggers the safety release clause as a result of working two (2) or more voluntary overtime hours in a continuous twenty-four (24)-hour period, the employee will be required to use their own accruals for the time away from their next regularly scheduled shift (instead of receiving County-paid safety release leave).

11.7 Overtime Opportunities for Non-Bargaining Unit Employees. Overtime opportunities for bargaining unit positions will be offered in the following order: (1) to full time Association represented members working in the division the overtime is posted in; (2) to employees outside the bargaining unit.

Once scheduled, there shall be no opportunity to “bump” a non-bargaining unit employee from any of these assignments or work opportunities.

Sufficient time must be allowed for bargaining unit employees to sign up for bargaining unit assignments, hours and overtime before offering it to non-bargaining unit employees. Sufficient time shall be defined as half (1/2) of the available time for overtime sign up.

ARTICLE 12 – CALL BACK AND COURT TIME

- 12.1 **Call-Back.** Any employee who is approved and required to report to work from off-duty status on a regularly scheduled day off shall receive four (4) hours minimum and if it is outside his/her regular shift on a regularly scheduled workday, they shall be compensated for a minimum of three (3) hours of work at the rate of time and one-half (1.5x). When applicable, regular shift compensation shall not be paid in addition to compensation paid in accordance with this Article for the same hours of work.
- A. Any employee who has previously been approved for discretionary leave, or protected leave, and is then subsequently required to report to work shall be compensated at time and a half (1.5x) for a minimum of three (3) hours and for every hour worked in excess of three (3) hours. The employee shall not be eligible to receive any other form of compensation for those hours worked and shall not have any time worked deducted from their discretionary leave accruals.
 - B. Employees are prohibited from requesting discretionary leave for the purpose of making themselves available to perform overtime work in another division or workgroup during the period of authorized leave.
 - C. Employees who perform work less than three (3) hours prior to the start of their regular shift shall not be eligible to receive a three (3)-hour call back minimum. Actual hours worked in these circumstances up until the commencement of the regular shift shall be compensated at time and a half (1.5x).
 - D. Any employee who is out on unscheduled unprotected sick leave but is subsequently required to report to work as a result of complying with a lawfully issued subpoena, shall be paid their applicable regular rate of pay for all hours that fall within what would have been the employee’s regular shift. To the extent that the subpoena requires the employee to work during hours that are outside of what would have been his/her regularly scheduled shift, the employee shall be paid time and half (1.5x) or call back pay as applicable based upon the regularly scheduled shift.
 - E. Employees shall be prohibited from requesting discretionary leave for time where they have received advance written notice of an event requiring their mandatory attendance including but not limited to attendance required as a result of a lawfully issued subpoena. This does not prevent employee from taking discretionary leave after the mandatory event has concluded or prior to it beginning.

- F. If an employee takes sick leave or FMLA/OFLA leave or other state or federal protected leave for a regular shift, and then voluntarily works an overtime shift within twenty-four (24) hours of the start of the regular shift that was missed, the employee's time will be flexed, meaning that the employee will be paid their applicable rate of pay for the time worked and the County will credit back the employee's leave time.
- G. This Section 12.1 will not apply if an employee accepts call-back duty but is subsequently not available to report as assigned. However, if an employee accepts call-back duty, and such duty is subsequently cancelled by the County, the employee will receive the minimum four (4) hours of call-back pay as outlined in this Section 12.1. If a voluntary assignment was less than four (4) hours, and is subsequently canceled by the County, the employee will receive the number of hours for which they signed up.

12.2 Court Appearance.

- A. For the purpose of this Article, court appearance by an employee shall mean a court appearance or quasi-judicial or administrative agency hearing or appearance which is required because of the employee's official capacity with Washington County.
- B. Any employee required to report for a court appearance more than three (3) hours before the beginning or more than three (3) hours after the end of his/her regular shift shall be compensated for a minimum of three (3) hours of work at the rate of time and one-half (1.5x). For the purpose of this Article, reporting time is deemed to be one-half (1/2) hour before a scheduled court appearance.
- C. Any employee required to report for a court appearance three (3) hours or less before the beginning or three (3) hours or less after the end of his/her regular shift, shall be compensated at the rate of time and one-half (1.5x) for the time elapsed between (1) the reporting time and the beginning of the regular shift, or (2) the end of the regular shift and the time the employee is released from the court appearance, whichever is applicable.
- D. Any employee required to report for a court appearance on the employee's scheduled day off shall be compensated for a minimum of four (4) hours of work at the rate of time and one-half (1.5x). For the purpose of this Article, reporting time is deemed to be one-half (1/2) hour before a scheduled court appearance.
- E. If an employee complies with all pertinent Office regulations prior to the date of a court appearance, and is notified on the day prior to the court appearance that the court appearance is still scheduled and the next day is a weekend day off, then the employee shall be entitled to receive a minimum of two (2) hours of overtime (1.5x) even if the court appearance is thereafter canceled.

12.3 Employees who are on off-duty status shall not be required to do work upon the completion of a specific call back or court appearance.

ARTICLE 13 – WORKING IN HIGHER CLASSIFICATION

- 13.1 When an employee is assigned to fulfill the duties and responsibilities of a position in a classification higher than his/her own for a continuous period of more than four (4) workdays, he/she shall be paid at the next higher rate of pay according to promotional policy for all time worked while assigned in the higher classification.
- 13.2 However, for training purposes, the Sheriff may assign an employee to a higher, nonsupervisory classification for a maximum of six (6) months with the consent of the employee. When the assignment is made for training purposes, it is exempt from the higher classification pay unless the employee is in the same assignment after the conclusion of or prior to the training assignment. Employees may not be assigned to a higher classification for training purposes when a vacancy exists in the classification.

ARTICLE 14 – SENIORITY

14.1 Definitions of Seniority.

- A. “Office Seniority” means the length of service by the employee in all bargaining unit classifications occupied within the Sheriff’s Office cumulatively.
- B. “Division Seniority” means the cumulative length of service by the employee in all bargaining unit classifications occupied within the employee’s Division.
- C. “Classification Seniority” means the length of service by the employee in the Sheriff’s Office within the employee’s service classification.

It shall be the responsibility of the Association to track employees’ Classification Seniority.

- 14.2 For purposes of Classification Seniority, a probationary employee shall be treated as the same classification.
- 14.3 Subject to the reasonable operating needs of the Office, including its needs to utilize the special skills and expertise of employees to meet staffing requirements, Classification Seniority shall be the factor in the selection of shifts, days off, holidays and compensatory time off.
- 14.4 The Sheriff’s Office will provide the Association access to an electronic file on the Sheriff’s Office electronic storage system where the Association and all employees represented by the Association can see and access this Seniority file. The Association shall be responsible for maintaining and updating the Seniority file.
- 14.5 Those employees performing Sheriff’s Office classification work as listed in Article 1 (Recognition) and being funded from revenue other than County funds (e.g., federal or state funded jobs) shall accrue seniority regardless of the source of revenue they receive as a salary.

- 14.6 In the case two (2) or more employees have the same seniority date, order of seniority will be determined by a method determined by the Association, for all purposes under this Agreement. The Association will provide written notice of the result to the Sheriff. An employee whose seniority date is adjusted by reason of demotion, suspension or leave of absence will retain priority over any employee or employees having the same seniority date.
- 14.7 A person returning to a shift assignment from another assignment will be assigned to a vacant position, but reasonable effort will be made to assign that person to the shift of their choice.
- 14.8 The County shall provide the Association with a membership list upon request, in a usable electronic format, but no more than once per month. The County shall provide the Association with written notice of new bargaining unit employees hired and of bargaining unit employees whose service has ended.

ARTICLE 15 – UNIFORMS & EQUIPMENT

- 15.1 Employees in the Criminal Records Specialist and Jail Services Technician classifications are required to wear a Sheriff's Office uniform in compliance with Sheriff's Office policy 251-R07. Such uniforms shall be furnished to the employee by the County. The cost of the uniform including initial tailoring of pants to make the uniform serviceable shall be paid by the County as follows:
- A. For the JST classifications, the County shall provide the following uniform items upon initial employment:
1. Three (3) polo shirts; two (2) pair of pants; one (1) sweatshirt; one (1) jacket; and any other specific pieces required by the Sheriff's Office as part of the JST classification requirements. All items will be issued with the Sheriff's Office logo.
 2. At the option of the employee, JST uniform polo shirts provided by the County and worn by the employee may be black, grey or any primary color.
 3. Except as set forth in this Article 15, the parties will adhere to the JST Dress Code Guidelines as set forth in the November 6, 2019 memorandum.
 4. For the JST classification, the County will provide each employee with a taxable footwear allowance of one hundred and twenty-five dollars (\$125) every year which shall be paid in the first pay period of December each year.
- B. For the CRS classification uniforms to be work in Criminal Records shall comply with Sheriff's Office policy 251-R07 and Records Dress Code Guidelines memorandum dated August 11, 2020, and the County shall provide:

- 1. Three (3) polo shirts; one (1) sweatshirt; one (1) jacket; one (1) vest; and any other specific pieces required by the Sheriff's Office as part of the CRS classification requirements. All items will be issued with the Sheriff's Office logo.
 - C. For the ISS classification employees will comply with the clothing and appearance requirements as is currently in effect in the Criminal Investigations Section.
- 15.2 The County shall exchange/replace unserviceable items as needed upon receipt of the unserviceable item.
- 15.3 The County shall reimburse employees for personal property reasonably and necessarily worn or carried when such property is stolen, damaged, or destroyed as a direct result of the employee's performance of their official duties. Reimbursement shall not be granted if the negligence or wrongful conduct of the employee was a substantial contributing factor to the theft, damage, or destruction. The employee must notify the District Attorney's office in writing seeking restitution for such property to qualify for the reimbursement benefits of this Section.

ARTICLE 16 – TIME OFF IN LIEU OF HOLIDAYS

- 16.1 Time Off In Lieu of Holiday (ILH).
- A. Employees shall accrue 4.0001 hours per qualified payroll period in lieu of holiday(s).
 - B. ILH shall be taken off in the same manner as vacation as described in Article 17, Vacation Leave.
 - C. On the first full regular July pay period, any accumulated ILH time in excess of forty (40) hours shall be paid off in cash. The remaining hours may be carried over to the next fiscal year.
 - D. Any additional holidays which increases the accrual rates provided to any other represented employee employed by the County or non-represented employee employed by the County shall automatically be provided to employees represented by the Association.

ARTICLE 17 – VACATION LEAVE

17.1 Upon hire, all employees shall accrue vacation on the following basis:

Number of Qualified Payroll Periods	Hours of Vacation Leave Per Qualified Payroll Period
1 to 130	3.6924
131 to 260	4.6154
261 to 390	5.5385

Number of Qualified Payroll Periods	Hours of Vacation Leave Per Qualified Payroll Period
391 to 520	6.4616
521 and over	7.3847

17.2 Maximum Accrual.

The maximum accrual of vacation leave for any employee shall be three hundred and eighty (380) hours. The Board of Commissioners may authorize individual exemptions to this limitation. When an employee's accrual exceeds three hundred and eighty (380) hours, the employee must use the excess time (over three hundred and eighty (380) hours) within ninety (90) days, at the mutual convenience of the County and the employee. When an employee leaves the employer's service, the employee will be paid for all accumulated, accrued vacation leave up to three hundred and eighty (380) hours.

17.3 Vacation Selection.

Where consistent with the reasonable operating needs of the Office, such as minimum levels of staffing, the desires of employees will be accomplished as set forth herein.

There will be two (2) vacation signups during each year, to be conducted no sooner than seven (7) days after the completion of shift and days off selection, as follows:

- A. At least seven (7) days after shift bids (as set forth in this Agreement), employees will be given two (2) opportunities, in order of seniority, to select a continuous block of vacation time, not to exceed the employees annual vacation accrual, for the six (6) month period beginning for March and September rotations. An Office vacation schedule will be determined, based on employee preference on the Division Seniority basis, and will be posted at the conclusion of the vacation bid. Employees may also state preferences for other blocks of vacation time within each six (6) month period, which will be granted by seniority or on a first come, first served basis, as set forth in Sheriff's Office policy 405-R05.
- B. Vacations which are bid and/or scheduled may be altered by mutual written agreement between the employee and supervisor, except that a previously scheduled vacation may be altered by the Office if the employee has voluntarily changed to a different shift between the time the vacation was scheduled and the time it would otherwise be taken. Vacations not scheduled in this manner will be scheduled on a first come basis by mutual written agreement between the employee and supervisor. With the written approval of the employee's supervisor(s), employees may trade vacation schedules. Any such trade must be documented in writing by all involved parties.
- C. When seniority between different classifications is involved, Division Seniority in the different classifications represented by the Association will be the determining factor provided that there will be no interference with the rights or prerogatives of the County under the Management Rights Article of this Agreement and non-

represented employees may not be used as a basis to deny or alter the vacation selection process.

17.4 Payment of Leave.

An employee who is terminated or laid off shall be compensated for his/her accrued and unused leave. In the event of death, payment of vacation leave in lieu of holiday leave and compensatory time accruals, shall be made to the surviving spouse, and if there is none, then to the employee's designated beneficiary or estate.

17.5 Donated Vacation or Holiday Hours.

Employees may donate accrued but unused vacation or holiday hours to another employee under the following conditions: (1) The donation is truly voluntary; (2) the donating employee receives no payment for the donated time; and (3) the employee to whom the time is being donated has less than one hundred (100) hours of accrued vacation, holiday and sick leave; and (4) the employee receiving the donation must provide a health care provider certification (including estimate of time away from work) attesting to a serious health condition that would preclude the receiving employee from performing the duties of their job or attesting that the receiving employee is needed to care for a member of the employee's immediate family with a serious health condition or to care for the employee's immediate family as otherwise allowed by state or federal law.

17.6 Time off requests (Vacation/ILH) submitted in writing in excess of sixty-seven (67) days prior to the time requested shall be granted or denied in writing sixty (60) days prior to the time requested. Time off requests (Vacation/ILH) submitted in writing between sixty-seven (67) days and fourteen (14) days prior to the time requested shall be granted or denied in writing within seven (7) days of receipt. Time off requests (Vacation/ILH) submitted in writing less than fourteen (14) days prior to the time requested shall be granted or denied in writing within two (2) days of receipt.

17.7 Future Improvements. If the County improves Vacation Leave accruals, and/or increases the cap on Vacation accruals, for any non-represented hourly employees, bargaining unit employees will receive the same improvements.

ARTICLE 18 – SICK LEAVE

18.1 Employees shall accumulate sick leave at the rate of 0.0462 hours for each hour worked. Sick leave accumulated prior to the date of execution of this Agreement shall be credited to each employee's accumulated sick leave. The maximum accrual of sick leave for any employee shall be ninety-six (96) hours per calendar year. Any unused sick leave may be carried over and used in the following calendar year. Sick leave may be accumulated without limit. Except for conversion of sick leave benefits pursuant to the Public Employees Retirement (PERS) Act, sick leave shall not be paid upon termination or death.

18.2 Use of Sick Leave.

An employee who is unable to perform his/her duties by reason of personal illness or injury, pregnancy, necessity for health care, contagious disease or virus, or for any reason covered by applicable laws and statutes governing the use of sick leave may utilize their accrued sick leave.

- A. In the event that an employee requires the use of sick leave for more than three (3) consecutive scheduled workdays, he/she may be required to provide verification from a health care provider, or other satisfactory evidence of the need to use sick leave.
- B. Sick leave not to exceed five (5) consecutive days per incident shall be authorized because of illness in the employee's immediate family if the employee's attendance is necessary to help care for an immediate family member. Use of qualifying sick leave will be considered protected leave up to the amount allowed under the Family Medical Leave Act, the Oregon Family Leave Act and other applicable laws and statutes governing the use of sick leave.
- C. In the case of an employee's personal illness or injury, written notification should be given of the employee's intent to use accrued sick leave as soon as is practical. For a temporary absence covered by sick leave which is predictable, i.e., surgery or pregnancy, the employee shall give the County sufficient written notice to plan for staffing during the employee's absence and shall provide the County with a written statement from the employee's health care provider stating the date the leave is to begin. The employee shall notify the County in writing as soon as the employee's health care provider releases the employee to return to work.
- D. As used in this Article, "immediate family" means the employee's spouse or spousal equivalent and their parents, stepparents, adoptive parents, foster parents, biological or adopted children, foster children, sisters, brothers, grandparents, grandchildren, whether or not residing with the employee, and father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and other close relatives who reside in the employee's household.
- E. Employees who are taking qualified "parental leave" under the FMLA or OFLA may elect to use up to the equivalent of twelve (12) weeks of accrued sick leave prior to using other accrued paid leaves. Once accrued sick leave has been exhausted, the employee will be required to use all other accrued paid leave (includes vacation, holiday (ILH) and comp time) for the duration of their qualified "parental leave" prior to beginning unpaid leave. Upon exhaustion of all other accrued paid leave, an employee may elect to use any remaining accrued sick leave or may begin unpaid leave for the duration of their qualified "parental leave." The County will use a calendar year (January to December) when calculating available FMLA/OFLA leave for the employee. Generally, eligible employees will be allowed up to twelve (12) weeks of qualifying leave between January 1 and December 31 of each year; in some health care circumstances, as

allowed by FMLA/OFLA, qualifying protected status leave for an employee taking qualifying parental leave may exceed twelve (12) weeks.

18.3 Abuse of Sick Leave.

Where the supervisor has reasonable cause to believe that an abuse of sick leave has occurred, either by patterns or extent of utilization, or otherwise, the employee may be required to furnish proof of medical necessity for the leave. Failure to furnish proof of medical necessity for the leave will be justification for investigation of the abuse of sick leave. If a supervisor requires proof of medical necessity, the supervisor shall notify the employee in writing and identify what reasonable cause exists for the request. Verified abuse of sick leave may be cause for disciplinary action, including discharge.

18.4 Sick Leave Without Pay.

Upon written application of an employee sick leave without pay shall be granted by the County for the remaining period of disability after earned sick leave has been exhausted. The maximum amount of sick leave without pay allowable shall be determined on the following basis:

Years of Service	Maximum Sick Leave Without Pay
Less than 5	60 days
5-10	90 days
Over 10	120 days (with approval of Board of Commissioners)

Satisfactory evidence may be required by the County the same as in Section 18.2A above.

18.5 Future Improvements.

If the County improves Sick Leave accruals for any non-represented hourly employees, bargaining unit employees will receive the same improvements.

18.6 Sick Leave Upon Separation.

Paid sick leave is provided in the form of insurance against loss of income due to incapacitating illness or injury. No compensation for accrued sick leave shall be provided any employee separating from County service.

18.7 Immunization and Testing.

If, in the conduct of official duties, an employee is exposed to serious communicable diseases which would require immunization or testing, the employee, upon prior notification to the supervisor, shall be provided immunization against or testing for such communicable diseases without cost to the employee where immunization may prevent such disease from occurring.

ARTICLE 19 – OTHER LEAVES

19.1 Leave of Absence without Pay.

- A. Leaves of absence without pay for a limited period not to exceed ninety (90) days may be granted by the Sheriff or designee for any reasonable purpose consistent with the needs of the Sheriff's Office. Reasonable purpose may include time off for temporary disability after the employee's health care provider has released the employee to return to work.
- B. Request for such leave must be in writing and must provide reasonable justification for such request. Such leaves may be renewed or extended for any reasonable period of time, however, leaves of absence without pay in excess of ninety (90) days require a recommendation from the Sheriff or designee to the County Administrator or designee and require approval by the County Administrator or designee. No leave will be granted to any employee who accepts employment in any other capacity.
- C. A regular employee shall not be authorized a leave of absence without pay until all accumulated qualifying leave accruals shall have been applied toward payment for the absence. Such leave will also result in a non-qualified pay period for each pay period in unpaid status.

19.2 Jury Duty and Witness Appearances.

- A. Employees shall be granted leave with full pay any time they are required to report for jury duty or as a witness related to their official duties with the County. All jury fees and witness fees will be remitted to the County. Should the employee's regular schedule be other than a day shift, the County shall reschedule the employee to a day shift for the duration of the employee's jury service. The County shall not incur any liability for adjusting the shift of an employee on jury duty. If an employee is excused or dismissed from jury or witness service at any time prior to the end of their assigned shift, the employee will contact their supervisor for instructions or assignment.
- B. An employee shall be granted Leave with pay when required to report for jury duty or as a witness in cases in which the employee has no interest. The employee shall waive all witness fees or pay for jury duty, except mileage expense, unless the employee receives said compensation while on an authorized leave of absence without pay. County part-time employees will be granted jury or witness leave if the jury or witness duty coincides with the employee's scheduled hours.
- C. An employee required to report for jury duty or as a witness may be excused, with approval from the employee's supervisor, from appearing for the employee's normal shift on that Workday if the jury duty or witness responsibility exceeds four (4) hours.

- D. If jury duty or witness responsibilities continue for four (4) hours or less, employees on the day shift shall report for the remainder of their Workday. Employees on other than day shift shall have the number of hours spent on jury or witness duty deducted from their normal shift on that Workday and shall report for the first remaining hours of their work shift.

19.3 Leaves for Education Purposes.

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

19.4 Military or Peace Corps Leave.

- A. Military, alternative service and Peace Corps leave shall be granted in accordance with the Oregon Revised Statutes, federal law and County policy. Notwithstanding any other provision of this Agreement, an employee's work schedule will be adjusted to provide time off to attend military weekend drills.
- B. Military Leave shall be compensated by the County for any missed regularly scheduled workdays within fifteen (15) consecutive calendar day period in a calendar year. In lieu of taking Military Leave consecutively, an employee may be paid up to eleven (11) workdays if Military Leave is taken in one (1) or two (2) day increments.
- C. After the County has paid an employee for available Military Leave in a calendar year, an employee may choose to use any accrued leave or leave without pay for additional Military Leave in the calendar year.

- 19.5 A. Food, lodging and travel expenses, or any of them, shall be paid by the County according to an approved per diem schedule and receipt of proper detailed County expense form, to an employee required to attend a conference or business meeting when said conference or business meeting is held at locations other than the employee's regular home or job location.
- B. The County shall pay tuition and instructional material costs of any employee required by the County to attend a regular course of instruction. An employee who voluntarily attends a course of instruction which is directly related to the business of the County may receive tuition from the County if the employee has successfully completed the course of instruction, and prior to the employee

attending the course of instruction, the County agrees in writing to pay tuition and costs.

19.6 Workers' Compensation Supplement.

- A. All employees are insured under the provisions of the Oregon State Workers' Compensation Act for injuries received during the scope and course of employment for the County. The day of the injury shall be considered a workday, and employees will receive their normal salary for that day. In order to receive workers' compensation leave, the employee must have completed the workers' compensation forms as well as the County's safety report. A supervisor, or employee's designee, may complete the necessary forms and reports in the event an employee is incapacitated or unable to do so.

- B. An employee who sustains any injury compensable under the workers' compensation law, and is eligible for workers' compensation time loss payments (replacement wages), shall receive from the County regular straight time wages (including incentive or specialty pay, education pay and certification pay) for a period not to exceed one hundred and eighty (180) calendar days from the date upon which time loss payments commence. These wages will commence after the required three (3) day waiting period has been met and are calculated based upon the employee's regular working schedule exclusive of overtime. These County-provided wages are provided in lieu of time loss payments generally issued by the County's Workers' Compensation Third Party Administrator. If, after the one-hundred and eighty (180) calendar days period the employee is still eligible for time loss payments under workers' compensation law, the employee will begin receiving those time loss payments directly from the County's Third Party Administrator. In accordance with ORS 656 the employee receives compensation equal to sixty-six and two-thirds (66-2/3) percent of wages, which is not taxable income. At the option of the employee, the employee may then use any accrued leave, in any order or combination, to cover the difference between workers' compensation payments and the employee's pay under the workers' compensation leave provision. Sick Leave without Pay shall be granted after all accumulated sick leave has been exhausted.

- C. The employee may utilize workers' compensation leave provision only while receiving workers' compensation payments. Employees shall not complete qualified payroll periods after the one hundred and eighty (180) calendar days' workers' compensation leave.

- D. The employee shall be responsible for notifying their supervisor and County Risk Management, in writing, as soon as the employee is permitted to return to work on a limited or Full-time basis. Failure to notify the County may be cause for disciplinary action. Employees who are authorized, in writing by their health care provider, to perform light duty and who elect not to accept a light duty assignment shall not continue to receive the workers' compensation supplemental pay from the County.

- E. Employees shall not be required to use their own leave accruals for medical appointments related to a workplace injury. Time spent traveling to and from and attendance at any medical appointments related to a workplace injury shall be paid by the County, if such travel occurs during an employee regularly scheduled workday. Employees released to light or limited duty from a work-related injury will not be required to change shifts. However, if an employee declines a light duty or limited duty assignment, whether on the same or different shift, such declination by an employee may impact their payment under this Section 19.6 and/or payment under ORS Chapter 656.

19.7 Bereavement Leave.

- A. An employee shall be allowed five (5) workdays off with pay for death and/or bereavement leave related to a death in the employee's immediate family. For purposes of this paragraph immediate family means the employee's spouse or spousal equivalent and their parents, children, sister, brother, grandparents, and grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, whether or not residing with the employee, and other close relatives who reside in the employee's household.
- B. An employee qualified for leave under the Oregon Family Leave Act (OFLA) will be allowed up to two (2) weeks of unpaid bereavement leave for the death of a family member qualified under OFLA. The two (2) weeks of bereavement leave granted is inclusive of any bereavement leave taken under this Section 19.7 and all bereavement leave must be completed within sixty (60) days from the date the employee was notified of the death of the family member. OFLA bereavement leave is to be taken in one (1) continuous block of time. An employee may choose to use any accrued leave during their OFLA bereavement leave.
- C. Under exceptional circumstances, leave for death or bereavement may be granted by the Sheriff upon death of a relative other than the employee's immediate family. The County agrees to abide by any change in the law regarding bereavement leave.

19.8 Governmental Appointments.

An employee shall be granted full duty status whenever an employee is appointed to a position by the Sheriff, Washington County Commissioners, DPSST, the Attorney General, the Governor of the State of Oregon, or the President of the United States. The appointment must be related to an employee's official duties as an employee of the Washington County Sheriff's Office.

19.9 Leave to Participate in Managed Care Organization (MCO).

- A. The parties have agreed to establish guidelines for the participation of Association members with accepted workers' compensation claims that meet certain criteria in a Managed Care Organization (MCO) through CorVel, the County's currently contracted workers' compensation third-party claims administrator.

- B. The goal of this MCO partnership is to help ensure employees are receiving the most appropriate and timely health care available, and to ensure that employees are receiving the best health care available for their work-related injuries. A MCO is a group of health care service providers that provide managed health care services to enrolled injured employees. Health care services are provided through participating care providers (physicians and/or other health care specialists (HCPs)). Washington County MCO HCPs will be affiliated with either Providence or Kaiser health insurance plans because these health insurance plans are currently the health insurance plans available to employees of the County.
- C. The intent of the MCO is to provide additional oversight and experience for the sole purpose of ensuring that injured employees receive the best health care and treatment possible, to maximize positive recovery outcomes and successfully return to work. The MCO partnership includes such things as: HCP recommendations that may better match an employee's treatment needs, recommendations of different treatment courses if current ones are not progressing toward recovery, or extending current treatment courses, all with the intent of promoting maximized health care improvement for injured employees.
- D. At no cost to any employee Washington County will enroll currently accepted and future workers' compensation claims in the MCO partnership program based upon the standard enrollment requirements set forth below. Standardized enrollment requirements for all employees will promote fairness and objectivity for affected employees. Employees will be enrolled in the MCO if their claim meets one (1) of the following criteria:
1. Primary Criteria. The injured employee will be enrolled in the MCO if their HCP expects them to be fully off work for thirty (30) consecutive or thirty (30) non-consecutive calendar days or more.
 2. Secondary Criteria. The injured employee will be enrolled in the MCO if they have not been released to full regular duty by their attending HCP within ninety (90) consecutive calendar days from the date of injury or date the injury was accepted for workers' compensation coverage, whichever is later.
 3. Alternate Criteria. For possible exceptions to the primary/secondary criteria listed above, or for consideration of MCO enrollment on any claim that warrants their involvement, the County Risk Manager, in consultation with the injured employee and the injured employee's chosen HCP, reserves the right to make this decision based on a review of available information. Such criteria could include, but is not limited to, workers' compensation claims extending over multiple years or continued HCP treatment for an injured employee over an extended period of time that does not appear to be moving the injured employee toward recovery.

4. Injured employees enrolled in Rebound Services will NOT be subject to MCO enrollment at any point during their claim.
- E. Washington County may in its sole discretion elect to end the MCO program at any time and for any reason.
- F. Participation by the Association-represented employees in the MCO program is not intended to abrogate any right or requirement pursuant to workers' compensation law.
- G. On a quarterly basis Washington County shall provide to the Association President a list of the names of Association-represented employees that have been enrolled in the MCO program.

ARTICLE 20 – ADMINISTRATION OF THE SALARY PLAN

- 20.1 The following rules shall govern the use of the salary ranges set forth in Schedule A, which is made a part thereof.
- A. Oregon Equal Pay Law. All pay, to include regular wages and incentive pays will be determined in line with the provisions of the Oregon Equal Pay Law. The Oregon Equal Pay Act of 2017 (HB 2005) was introduced to reduce pay disparities and expand protections for employees who are subject to discriminatory pay practices. All decisions regarding employee pay must be made in compliance with ORS 652.220, which prohibits discrimination in the payment of wages for work. Compensation for work of comparable character and skill must be equitable and not discriminate against protected classes.

However, the County agrees and specifically recognizes that exceptions exist in accordance with ORS 652.220 (2)(a)(A) (seniority system – which is set forth in this CBA) or ORS 652.220(2)(b) – where a collective bargaining agreement, such as this CBA, provides for different compensation levels.
 - B. Rates of Pay. Each employee shall be paid at one (1) of the steps of the range prescribed for the classification. Specifically, ORS 652.220 provides that pay rates for employees performing work of comparable character will be based upon one or more bona fide factors as follows:
 1. A seniority system.
 2. A merit system.
 3. A system that measures earnings by quantity or quality of production, including piece-rate work.
 4. Workplace locations.
 5. Travel, if travel is necessary and regular for the employee.

6. Education.
 7. Training.
 8. Experience.
 9. Any combination of the factors described in the subsection above, if the combination of factors accounts for the entire compensation differential.
- C. For all purposes, an employee's anniversary date shall be the date the appointment, promotion or reinstatement occurs. However, changes in the wage rate shall be effective the first day of the payroll period in which the day of appointment or promotion occurs.
- D. Qualified Payroll Period. Except as provided below and except as provided by state and federal law (i.e., OFLA/FMLA), an employee who receives pay from the County must be in paid status the equivalent of ninety percent (90%) or more of the employee's regularly scheduled hours for the Payroll Period to be considered qualified for a Payroll Period.

Exceptions:

1. An employee initially appointed to a regular position in Washington County will be credited with the first Payroll Period provided the new employee receives pay for any hours in the payroll period that includes the Initial Appointment.
2. The County Administrator shall have the authority to grant qualified pay period(s) that would ordinarily be restricted if it is determined to be in the best interest of the County to do so.
3. Any Payroll Period in which an employee is disciplinarily suspended without pay for any portion of the Payroll Period.
4. Time served in a Temporary or Variable Hour Position prior to Appointment to a regular County position, unless state or federal law provides otherwise.
5. A new employee may be credited with the first payroll period even though having more than twenty (20) hours in a non-pay status, so long as the new employee works all of the working days of the payroll period after the initial appointment.
6. All paid leave set forth in and authorized by this Agreement shall count as pay that qualifies for the purpose of determining pay and hours in a Qualified Payroll Period.

- E. Merit Increases – Regular Employees. When the Sheriff determines that an employee has performed satisfactorily, the employee shall be granted an increase at the completion of twenty-six (26) qualified payroll periods from the employee's anniversary date, and additionally, an increase to the next succeeding step of the range shall be granted upon satisfactory performance as determined pursuant to the Employee Performance Evaluation System for the twenty-six (26) qualified payroll periods since the last in-range increase until the employee has reached the top of the salary range for the classification. The Performance Evaluation shall be subject to the grievance procedure only if it is the basis for withholding a merit increase or incentive pay.
- F. Merit Increases – Variable Hour Employees. When a Variable Hour employee meets the overall job requirements, as determined by the Appointing Authority, the Variable-Hour employee will be granted an increase to the next step in the pay range for their assigned classification upon completion of:
- Two (2) years of continuous employment from the employee's anniversary or hire date; and
 - At least 1,664 hours worked.

Subsequent increases to the next succeeding step of the range may be granted to Variable Hour employees upon completion of an additional two (2) years of continuous employment, measured from the date on which the Variable Hour employee received his/her last merit increase, and the employee has worked at least an additional 1,664 hours.

- G. Promotions. A promotion is an appointment to a position in a classification which has a higher maximum salary rate than the employee's present classification. However, the final pay will be determined by utilizing both methods listed below. The promotional pay shall be determined by the method that yields the higher pay rate.
- Human Resources will complete a salary analysis utilizing a Hiring Compensation Decision Matrix and Compensation Request Form, which is in accordance with the provision of the Oregon Equal Pay Law as set forth in Section 20.1A and B. The Hiring Compensation Decision Matrix and Compensation Request Form compares the employee's education and experience with the minimum qualifications for the promotional position and assigns an appropriate salary, hourly rate, or step in the new range of the promotional position. A copy of the salary analysis will be provided to the impacted employee and the Association President upon request.
 - Human Resources will determine the salary, hourly rate, or step in the new pay range that is closest to a five percent (5%) increase but is not less than

three percent (3%) above the employee's base pay rate immediately prior to the date of promotion.

H. Voluntary Classification Demotion or Demotion in Lieu of Layoff. When a voluntary classification demotion or demotion in lieu of layoff occurs the employee's pay will be determined by a salary analysis in accordance with the provisions of the Oregon Equal Pay Law as set forth in Section 20.1A and B. The salary shall be within the salary range of the lower classification. The new salary may not be greater than the employee's regularly assigned salary prior to the demotion. A copy of the salary analysis will be provided to the impacted employee and the Association President upon request.

I. Involuntary Demotion and Demotion from Career Probation. Upon an involuntary demotion, disciplinary demotion, or a demotion from Career Probation, pay will be determined by salary analysis in accordance with the provisions of the Oregon Equal Pay Law as set forth in Section 20.1A and B. The salary shall be within the salary range of the lower classification. The new salary may not be greater than the employee's regularly assigned salary prior to the demotion. A copy of the salary analysis will be provided to the impacted employee and the Association President upon request.

J. In either a class demotion, a disciplinary demotion, or a salary demotion, regardless of whether it is voluntary or involuntary, the employee shall retain the same anniversary date.

K. Transfers.

1. Position Transfer.

A position transfer is an appointment to a position in the same classification and the employee's pay remains the same.

2. Classification Transfer.

When an employee is appointed to a position in a different classification which has the same pay range, the employee's pay will be determined by a salary analysis in accordance with the provisions of the Oregon Equal Pay Law as set forth in Sections 20.1A and B. The salary shall be within the salary range of the new classification. The new salary may not be greater than the employee's regularly assigned salary prior to the transfer. The employee may be required to serve a probationary period of twenty-six (26) qualified payroll periods if the employee transfers into a classification not previously held or where the employee had not previously attained "Career Employee" status. However, the employee will retain the same anniversary date. Should the employee not successfully complete the probationary period, the employee shall return to the former position. A copy of the salary analysis will be provided to the impacted employee and the Association President upon request.

L. Range Changes. When a range is changed, the employee's pay is based on the same step of the new range as in the old. Such change shall not alter the employee's anniversary date.

M. Payment of Salary.

1. The Salary Step Schedule for each classification represented by the Association is set forth as Schedule A. Unless indicated otherwise in Schedule A, compensation shall be deemed to mean compensation per month. All employees shall be paid on the basis of the ratio of the actual number of days or hours worked, including authorized absences with pay, to the total number of working days or hours, including authorized holidays, in each month. Where appropriate, the hourly rate may be used as set forth in the conversion schedule.
2. Payday shall be bi-weekly and in no case shall more than fourteen (14) days of pay be held back.
3. In case an employee is laid off, quits or is discharged, the employee shall receive their pay in compliance with state law.

ARTICLE 21 – INCENTIVE PAY

21.1 All incentive pays will be governed by the provisions of the Oregon Equal Pay Law as referenced in Article 20 of this Agreement.

21.2 Language Proficiency. Employees who meet the County standard for demonstrated skill in speaking a language other than English shall receive an additional sixty-five dollars (\$65) per pay period, provided there is a demonstrated business need as determined by the Sheriff. The County will continue to provide the language incentive for any language covered as of July 1, 2013. The County agrees that if it enhances its language proficiency policy to increase the incentive and/or to modify the testing to provide an incentive for conversational bilingual skills, it will provide the enhancements to the bargaining unit.

21.3 Field Training Officer; Jail Services Technician and Criminal Records Classifications Only. Employees who are assigned to a specific recruit/trainee as field training officer (FTO) will be paid a FTO premium of seven percent (7%) of straight-time salary, exclusive of other premium or incentive pay, for the period of such assignment. The FTO premium will be inapplicable to any period during which the recruit/trainee is assigned to another employee and will not be duplicated during any period of a recruit/trainee's training.

ARTICLE 22 – TRANSITIONAL (LIGHT) DUTY ASSIGNMENT AND PAY

- 22.1 An employee who is unable to perform the regular duties of his/her position because of a compensable injury may be assigned by the County to other work which they are qualified and physically able to perform, whether such work is or is not of a type normally performed by employees in the bargaining unit. The County will make best efforts to retain the employee in their assigned shift days and hours.

Nothing in this article shall prohibit the County from offering a transitional duty assignment that is on different shift days and/or hours if the County determines this to be in the best interest of the County and the employee. Such positions or work assignments are temporary and at the discretion of the County. Employment in transitional duty shall not cause a reduction in the employee's regular compensation or benefits. The employee will receive their regular compensation and benefits while working in a modified or transitional duty assignment. The County reserves the right to discontinue or change any transitional duty at any time.

ARTICLE 23 – XXXX

[RESERVED]

ARTICLE 24 – ASSOCIATION REPRESENTATIVES

- 24.1 Members of the bargaining unit selected to serve as authorized representatives (E-Board members) shall be certified in writing to the Sheriff by the President of the Association. Representatives will normally be expected to perform Association business on their own time. When an E-Board meeting requires on-duty members' attendance, not more than three (3) members will be allowed to attend the meeting on duty time, unless it would create a hardship to the County. On-duty E-Board members shall be allowed no more than two (2) hours away from duty to attend E-Board meetings. With the approval of their respective supervisors, they may exceed two (2) hours, but shall use their own time or Association leave as authorized by the Association President.
- 24.2 The Association's President shall be assigned a standard day shift and days off schedule within the President's Division as determined by the Association. If the Association votes to put its President on half-time Association-paid status, the Association may elect such status in lieu of Section 24.1. Such election will be for a period of time determined by the Association, but not to exceed the duration of the collective bargaining agreement. In such event, the Association's President will be placed on a half-time status for purpose of work schedule, full-time pay and benefits, provided the Association reimburses the County for one-half (1/2) of wages, incentive pay, and allocable fringe benefits costs.
- 24.3 The Association shall be provided three hundred (300) hours of paid leave per year which shall be taken in increments no smaller than fifteen (15) minutes for Association business. An additional one hundred and fifty (150) hours of paid leave per year will be provided for on-duty Association Representatives who are representing an employee who is the subject of an investigation. This total amount is to cover work on behalf of both

WCPOA bargaining units and is not in addition to the Association leave provided in the certified WCPOA bargaining unit.

Association leave may be taken for any purposes attendant to the administration or negotiation of the collective bargaining agreement, including attendance at negotiations, labor seminars, hearings before the Employment Relations Board, arbitration, fact-finding and mediation sessions, and any labor relation matters not covered in either Article 24 or Article 25 of this Agreement as follows:

- A. Except as provided in Paragraph B (below), requests for Association time shall be made at least twenty-four (24) hours in advance. Requests for Association time shall be granted when the request is made twenty-four (24) hours in advance.
- B. Requests for Association time with less than twenty-four (24) hours' notice shall be subject to the reasonable operating needs of the County, including staffing needs. Provided that if the Association time is used for representation of an employee in an investigatory interview (internal investigations and pre-disciplinary hearings) and less than twenty-four (24) hours' notice of the interview is provided to the Association, the interview shall be rescheduled if an Association representative cannot attend the interview. The County shall immediately notify the Association President of requests for representation in disciplinary interviews. If the President cannot be reached, the notice shall be provided to the Association's Secretary-Treasurer. If the Secretary-Treasurer cannot be reached, then the notice shall be provided to a member of the Association's Executive Board.
- C. All Association time must be documented by the individual(s) using the Association Time. Association time shall be submitted to the County each pay period by the individual(s) using the time.
- D. The choice of who will represent the Association in a disciplinary or other matter, provided the employee desires such representation, shall reside solely with the Association.

ARTICLE 25 – XXXX

[RESERVED]

ARTICLE 26 – XXXX

[RESERVED]

ARTICLE 27 – COMMUTING TIME

- 27.1 The parties agree that commuting to work to a duty location within the normal commuting distance of the employee or within a thirty (30) mile radius of the employee's regular worksite, whichever is greater, does not constitute "hours of work" unless called

to duty during the commute, regardless of whether the employee is utilizing a County or personal vehicle.

ARTICLE 28 – MANDATED BENEFITS

28.1 Public Employees’ Retirement System.

- A. The County shall maintain the existing retirement plans – Public Employees Retirement System (PERS) and Oregon Public Service Retirement Plan (OPSRP) – for employees eligible to participate in the respective plans.
- B. The County agrees to supplement retirement benefits for eligible employees by providing the sick leave credits as authorized by the Public Employees’ Retirement System for members of the bargaining unit.

28.2 Other Mandated Benefits.

The County will provide social security, unemployment insurance and workers’ compensation insurance coverage as required by state and/or federal law.

ARTICLE 29 – INSURANCE

29.1 Medical, Dental and Vision.

The County agrees to provide employees a choice between the standard medical insurance plans for Providence or Kaiser Permanente; or a choice of reasonably comparable overall benefits offered by other carriers. Coverage under these plans is subject to the carriers’ eligibility requirements. The County agrees to provide dental and vision insurance, similar to coverage currently offered through Delta Dental or Kaiser Dental; or plans of other carriers offering reasonably comparable overall benefits, subject to the following:

For the duration of this collective bargaining agreement, the County will provide the following health insurance options:

- **PPO.**

Low-Deductible Plan. Providence, 80% coinsurance; or plan with reasonably comparable overall benefit.

High-Deductible Plan. Providence, 80% coinsurance plan or plan with reasonably comparable overall benefit.

- **HMO.**

Low-Deductible Plan. Kaiser HMO, 80% coinsurance plan; or plan with reasonably comparable overall benefit.

High-Deductible Plan. Kaiser HMO, 80% coinsurance; or plan with reasonably comparable overall benefit.

The work group of the County Wellness Points Committee will be made up of no more than fifteen (15) members, four (4) of whom will be appointed by the Association. The work group will seek information and input from the County's benefits consultant as it determines the wellness point system. In the event the work group is unable to reach a consensus on the wellness point system, the system shall be determined by the County and will be subject to interim bargaining with the Association under ORS 243.698, except that the interim bargaining period shall be shortened to thirty (30) days.

Each plan under the PPO and HMO will have its own established rate based on actuarial cost of the plan. The County's maximum contributions for medical, dental and vision will be ninety percent (90%) for the plan selected by the employee.

For those employees that meet the Wellness Points requirement for each calendar plan year, the County's maximum contribution for medical, dental, and vision will be ninety-five percent (95%) for the selected plan by the employee.

To qualify for the higher County premium contribution rate, the employee will meet wellness point requirements as determined by a work group of the County Wellness Points Committee. Wellness points earned in each calendar year will determine the employee's premium contribution rate for the following calendar year.¹

Should health insurance premiums effective January 1, 2023, 2024, or 2025 increase by ten percent (10%) or more over the preceding year calendar year (2022, 2023, or 2024), either the County or the Association may use ORS 243.698, *et seq.* to reopen discussion concerning the restructuring of contribution rates and/or a restructuring of benefit plan design. The parties agree to a thirty (30) day mid-term bargaining period in the event a reopener is exercised.

The County acknowledges and agrees that the County also has an obligation to bargain with the Association pursuant to ORS 243.698 about the impacts/effects of any changes to mandatory subjects of bargaining that are not deemed to be reasonably comparable to the overall benefits in the current health and welfare benefits and/or health and welfare plan designs. However, the parties agree that the expedited bargaining period shall be reduced to thirty (30) days.

¹ The WCPOA agrees to encourage its members to participate in the Wellness Point Criteria as determined by the Wellness Points Committee.

29.2 Opt-Out Provision.

The County will provide a contribution to a VEBA account in the amount of one hundred and twenty-five dollars (\$125) per month (paid on the first two (2) pay periods of the month) for eligible employees that choose to opt out of the County's medical, dental, and vision insurance plans. In order to qualify for the Opt Out contribution, the employee must provide proof that they are covered by another qualified group health plan that meets the minimum value requirements set forth under the Affordable Care Act.

29.3 Employee Post-Retirement Medical Fund (VEBA).

The County agrees to establish a VEBA account for each eligible employee. The County will contribute seventy-five dollars (\$75) per month to each eligible employee's VEBA account starting in the first full pay period upon ratification of this Agreement.

VEBA accounts are administered in accordance with Internal Revenue Code Section 501(c) (9). The employee, and not the County, shall be responsible for any tax due on non-qualified distributions from their VEBA accounts.

Definition of Eligible Employee. For purposes of this provision, the term "eligible employee" shall mean an employee who completes the VEBA enrollment process and is enrolled in one of the County's medical plans or other qualified group health plan.

29.4 Life Insurance.

The County shall provide each employee with fifty thousand dollars (\$50,000) life insurance coverage with a double indemnity provision throughout the term of this Agreement.

If an employee dies on duty, the County will provide continuing medical/dental/vision coverage for the employee's spouse or domestic partner and/or dependents for a period of forty-eight (48) months, or until the employee's spouse or domestic partner is eligible for Medicare, whichever is earlier, unless the spouse or domestic partner and/or dependents is or becomes enrolled in an alternative medical/dental/vision insurance plan.

29.5 Long-Term Disability.

The County shall provide each employee with a long-term disability plan to insure a maximum of sixty (60%) percent of their pre-disability base earnings or \$2,500, whichever is less. This insurance will provide salary protection following the first ninety (90) days of continuous total disability or the period during which the employee receives sick leave benefits, whichever is longer.

29.6 Insurance Improvements.

In the event that any other County bargaining unit or non-represented employee receives health insurance improvements covered under Article 29.1 during the term of this Agreement, WCPOA members will receive a comparable improvement.

29.7 Tort Claim Defense and Indemnification.

The County shall defend and indemnify employees covered by this Agreement against claims and judgments incurred in or arising out of the performance of their official duties, subject to the limitations of the Oregon Tort Claims Act, ORS 30.260-30.300.

29.8 The County intends to establish a County-wide health benefit committee during the term of this Agreement to explore options to the issues of health benefit cost containment and benefit levels. If such Committee is established, the Association will be afforded four (4) representatives on the committee, without loss of pay.

29.9 Deferred Compensation. If the County implements a Deferred Compensation Plan for any non-represented hourly employees, bargaining unit employees will participate in the same Deferred Compensation Plan.

ARTICLE 30 – PERSONNEL FILE

30.1 If derogatory material is placed in an employee's personnel file, a copy of such material shall be furnished to the employee within seventy-two (72) hours. The employee may respond in writing to any item placed in that employee's personnel file and that response shall become a part of the file.

30.2 Any employee and the Association, upon written request, shall have access to an individual's employee personnel file and may reproduce such personnel file in full or in part at no cost to the employee and/or the Association if the cost of reproduction is less than \$25.

30.3 Employee personnel files, working files, health care records and IA files will be maintained as confidential records to the full extent allowed by law. No portion of an employee's file shall be transmitted outside the Office without the employee's and Association's consent and knowledge, without authorization by a court of competent jurisdiction, or in response to a valid subpoena. If an employee's information is going to be released, the County shall provide five (5) days' written notice to the employee and the Association prior to release.

30.4 Written copies and materials to be provided to the employee and the Association pursuant to this Article shall be provided by electronic means, either via email or on a portable "thumb/jump" drive furnished at no cost to the employee and the Association if the cost of reproduction is less than \$25.

ARTICLE 31 – DISCIPLINE AND DISCHARGE

31.1 Discipline shall be limited to oral reprimand, written reprimand, demotion, suspension and discharge or, with the written concurrence of the employee and the Association, an alternative form of disciplinary sanction. Disciplinary action shall be progressive in nature but may be imposed at any level as determined by the severity of the conduct involved and all relevant circumstances. Notice of disciplinary action (other than oral

reprimand) shall be in writing and given to the employee, with a copy to the Association when the issuance occurs. No career employee shall be disciplined without just cause.

31.2 If the County has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

31.3 Class 1 allegations will be investigated in accordance with the WCSO Internal Affairs Investigations Policy (#553-R09).

Class 2 allegations will be investigated in accordance with the WCSO Supervisor Inquiry Policy (#552-R06).

Upon the request of an Association member, the Association may designate up to two (2) representatives to participate in any interviews conducted with the subject of the investigation who is in a classification represented by the Association, whether the interview be of a subject, witness, or complainant. The Association may not designate a representative who is a subject of, or potential witness in, the investigation. The designated Association representative may not be required to disclose, or be subject to discipline for refusing to disclose, information related to matters received from the employee in the course of representing the employee in the investigation.

Prior to the interview, the interviewer will inform the employee who is the subject of the investigation, and the Association representative(s), about the allegations being investigated. The interviewer, the Association and the employee being investigated may record the interview.

The County will notify the Association and the affected employee when, and each time, a request to extend the time frame to conduct an internal investigation is granted.

The County will follow applicable Oregon Administrative Rules for retention of internal investigation files.

Prior to any changes in the internal investigation procedures, input will be solicited from the Association, and changes that are mandatory subjects of bargaining shall be subject to bargaining requirements under ORS 243.650, *et seq.*

31.4 If a supervisor is interviewing an employee on a matter that may lead to discipline, the supervisor shall inform the employee that it may lead to discipline.

31.5 If an employee or the Association believes that an oral or written reprimand which is at least three (3) years old should no longer be considered relevant to an employee's performance, the employee and/or the Association may ask the Sheriff to remove the item from the employee's personnel file. The Sheriff's decision in response to such a request is not subject to appeal. Documents relating to discipline, including oral reprimand, written reprimand or suspension, shall be removed from the employee's personnel and discipline files at the employee's and/or Association's request after seven (7) years if the employee has had no additional discipline during the seven (7)-year period.

- 31.6 Pre-disciplinary meetings shall be offered by the County prior to the issuance of any discipline greater than a written reprimand. The employee and/or Association, on behalf of the employee, may accept or decline the offer and such pre-disciplinary meeting will not be used to compel answers from the employee.
- 31.7 In the event the County has decided to terminate an employee, the County shall notify the employee and the Association in writing of the specific effective date of the termination and include the date that the County believes any Step 2 potential grievance challenging the discipline would be initially due from the Association and/or the terminated employee.
- 31.8 A disciplinary suspension will not impact an employee's health care benefits and/or insurance coverage.

ARTICLE 32 – GRIEVANCE PROCEDURE

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

Step 1. The employee and/or the Association may take up the grievance or dispute within fourteen (14) calendar days of its occurrence; or within fourteen (14) calendar days of when the employee should reasonably have become aware of the occurrence. The grievance shall be reduced to writing, setting forth its basis. The employee's immediate supervisor shall then attempt to adjust the matter and respond to the grievant within fourteen (14) days in writing. The immediate supervisor is the lowest level management person with the authority to independently adjust the grievance. A disciplinary action involving discharge, demotion, or suspension of greater than one (1) day taken against an employee may be grieved by the Association and/or the employee at Step 2 of the grievance procedure.

Step 2. If the grievance has not been settled at Step 1, the grievance may be presented in writing by the Association to the Sheriff within fourteen (14) calendar days after the response from the immediate supervisor is due. The Sheriff shall respond to the Association in writing within fourteen (14) calendar days of receipt of the grievance.

Step 3. If the grievance remains unadjusted, the grievance may be presented in writing by the Association to the County or its designee, within fourteen (14) calendar days after the response of the Sheriff is due. The County or its designee shall respond in writing to the Association within fourteen (14) calendar days after receipt of the grievance.

Step 4. If the grievance still remains unadjusted, only the Association and not the employee may, within fourteen (14) calendar days after the reply of the County is due, serve notice of the Association's intention to arbitrate the grievance. Such notice shall be in writing and delivered to the County Administrator.

- 32.2 After either party has indicated its desire to take a grievance to arbitration, it shall request the Employment Relations Board for a list of names of seven (7) Oregon arbitrators. The parties shall select an arbitrator from the list by such method as they may jointly elect or, if they are unable to agree on such method, then by the method of alternative striking of names under which the party striking the first name shall be determined by lot. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list. The arbitrator's decision shall be final and binding, but the Arbitrator shall have no power to alter, modify, add to or detract from the terms of the Agreement. The Arbitrator's decision shall be within the scope and terms of the Agreement and in writing. The Arbitrator's remedy shall be limited in retroactivity to a period of ninety (90) days prior to the filing of the grievance or the date of the initial matter that triggered the grievance whichever is longer. The Arbitrator fee and expenses shall be borne by the loser. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.
- 32.3 Oral and written reprimands may not be grieved. However, within seven (7) days of its receipt, a written reprimand may be submitted by the reprimanded employee and/or the Association to the Sheriff for review. The Sheriff's decision on review is not subject to appeal.
- 32.4 Time lines specified in this Article may be waived or extended only upon mutual written agreement of the parties.
- 32.5 Either party may request the arbitrator to issue subpoenas. If subpoenaed to arbitration, County employees/Association members shall not receive fees and mileage associated with an enforceable subpoena.

If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the appearance fee, record, and makes a copy available without charge to the Arbitrator. If the other party desires a copy, both parties shall jointly share in all costs of producing three (3) copies of the transcript.

ARTICLE 33 – LAYOFF AND RECALL

- 33.1 Layoff.
- A. Classification to Be Reduced. The County shall determine the classes and numbers of positions to be affected by layoff. The Sheriff shall request the Personnel Department to prepare a layoff list for each classification to be reduced. The Personnel Department shall supply the Association with copies of seniority and layoff lists for each classification not less than twenty-one (21) calendar days before the effective date of layoff.
 - B. Layoff List. In the event of layoff, employees shall be laid off in the inverse order of their classification seniority as defined in Article 14.
 - C. Notification of Layoff. In every case of layoff of an employee, the employee and the Association shall be notified in writing twenty-one (21) calendar days before

the effective date thereof. The notice shall state (1) the effective date of layoff, (2) that the layoff is for reasons not reflecting discredit on the employee, and (3) that the employee has the right to bump, but must exercise this option within seven (7) calendar days of notification of layoff.

33.2 Bumping.

- A. Bumping Rights. An employee, in a classification represented by the Association, who is laid off may “bump” to an equal or lower classification in the bargaining unit, provided that the employee is qualified for the work involved and has greater seniority in the bargaining unit than the least senior employee in the classification the employee seeks to bump into.
- B. Bumping Restricted to Classification Groups. Bumping shall be permitted only within classification groups represented by the Association.
- C. Requests to Bump. Employees to be laid off shall submit written requests to bump to the Sheriff with a copy to the Association within seven (7) calendar days of the date of official notification of the layoff. The County shall notify the employees and the Association in writing whether bumping requests are granted or denied. If denied, the reasons shall be stated. If a written request to bump is granted, the employee bumped shall, in turn, acquire the rights under this Section.
- D. Bumping into the Bargaining Unit. A non-bargaining unit employee has no bumping rights to displace a represented employee. If a vacancy exists, any eligible employee may voluntarily be placed into a bargaining unit position for which they qualify.

33.3 Recall.

Employees shall be recalled from layoff in the reverse order in which they were laid off provided the employee is qualified. The term of eligibility for recall of a laid-off employee shall be eighteen (18) months from the date of layoff. If an appointing authority refuses to reinstate a laid-off employee certified to a vacancy in a classification for which the employee qualified, the refusal shall be deemed a dismissal, and shall be subject to the provisions concerning discharge and discipline in this Agreement.

33.4 Rate of Pay on Appointment from Layoff List.

When an individual is appointed from a layoff list to a position in the same class in which the person was previously employed, the employee shall be paid at the same salary step at which such employee was being paid at the time of the layoff. The employee shall begin to accrue benefits and status toward merit increases as if there has been no break in service.

33.5 Removal of Names from Recall List.

- A. The Human Resources Division may remove the name of a person from a recall list if the laid off employee fails to return to work within sixteen (16) calendar days from actual written notice of the recall. Actual notice shall consist of written notice sent by certified mail.
- B. The failure by the employee to return to work within twenty-one (21) calendar days of the sending of written notice of recall by certified mail shall result in the employee's name being removed from the recall list.
- C. The County shall notify the Association in writing upon the sending of any certified mail notice in Section 33.5.A of the names, addresses and telephone numbers of the employees receiving such notices. The County shall also provide the Association with copies of all layoff notices upon the sending of such notices.
- D. Employees on the recall list must advise the County of any changes in address or telephone numbers.
- E. Vacation Leave.
 - 1. An employee who is laid off will be paid for unused vacation leave at their regular rate of pay, provided the employee has completed at least thirteen (13) qualified payroll periods of service and is eligible for vacation benefits. An employee's rate of accrual for vacation leave will remain the same as it was at the time of layoff upon reappointment from the recall list.
 - 2. Employees who wish not to be paid for accrued vacation time when laid off may request this in writing to the Human Resources Division at least three (3) calendar days before the last day worked. The accrued vacation days will be held for a maximum of eighteen (18) months from layoff. Requests for payment of accrued vacation days must be submitted in writing to the Human Resources Division. Vacation time not paid to the employee will be restored in the same manner as sick leave (See Section 33.5 F) upon reappointment from the recall list.
- F. Sick Leave. Employees who are laid off will retain their accrued sick leave during the time they are on the recall list. Accrued sick leave will become available for use upon reappointment from the recall list. Sick leave is lost when the term of eligibility for recall expires.
- G. Seniority. Laid off employees retain, but do not continue to accrue, seniority during the time they are on the recall list. Seniority is lost when the term of eligibility for recall expires.
- H. Insurance. County paid insurance is discontinued on the last day of the month in which the layoff occurs. Laid off employees may continue to self-pay for health

insurance benefits and coverage for up to eighteen (18) months, under certain conditions, if the employee pays the premium. Federal COBRA laws also apply to allow laid off employees to continue coverage.

- i. Salary Administration. Upon reappointment from a recall list, an employee shall receive the same step in the salary range that the employee was on when laid off or demoted. The anniversary date of a recalled employee will be adjusted so that the time spent on layoff or in a lower level classification will not count toward merit increases.

ARTICLE 34 – NO STRIKE AND NO LOCKOUT

- 34.1 The Association agrees that during the term of this Agreement there shall be neither strike nor work slowdowns.
- 34.2 During the term of this Agreement there will be no lockout of employees represented by the Association by the County. There shall be no lockouts on the part of the County nor suspension of work on the part of the employees. This Agreement is guarantee that for its duration, there will be neither strikes nor lockouts and that all complaints, grievances or disputes arising under its provisions will be settled pursuant to its grievance procedure.

ARTICLE 35 – SAVINGS CLAUSE

- 35.1 If any Article or Section of this Agreement or any addition thereto shall be held invalid by operation of law, or by any lawful tribunal having jurisdiction, or if compliance with or enforcement of any Article or Section should be restricted by such tribunal, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement agreement under the terms of ORS 243.702. The purpose of the negotiations shall be to restore to the parties the benefits of the bargain reached by this Agreement before any section of this Agreement was declared unlawful or unenforceable. The parties agree that this collective bargaining agreement will not serve to restrict the County's obligation to comply with federal and state law concerning its duty to reasonably accommodate individuals with disabilities.

ARTICLE 36 – TRAINING

- 36.1 For classifications that have mandatory training, the County will establish a training schedule for each fiscal year during the term of this Agreement. It is agreed that training will be provided by the Office and shall be required.
- 36.2 The parties recognize that flexibility in scheduling is needed to provide training to bargaining unit employees. An employee's work schedule may be changed on seventy-two (72) hours' notice if such change of schedule is necessary due to unanticipated circumstances in order to provide the employee with a training opportunity which has previously been scheduled or on short notice becomes available. The seventy-two (72) hours' notice may be waived by an employee.

36.3 For purpose of training, a short-term shift change may be required if an employee is scheduled to work before and/or after the training. The employee must have a minimum of eight (8) hours' rest between the training and the employee's regularly scheduled shift. If there is less than eight (8) hours between the training and the employee's regularly scheduled shift, the employee will be compensated at a rate of time and one half (1.5x) for the number of hours under the eight (8)-hour minimum rest period.

If training is less than four (4) hours, the employee will be compensated at a rate of time and one half (1.5x) for the actual training time.

If the employee is scheduled to work before and after the training, one of the following applies:

- A. If the training is more than four (4) hours and there are eight (8) or more hours between the end of the employee's regularly scheduled shift and the start of the training period, this training period will be considered a temporary shift change and the employee will be working the training shift in lieu of the employee's following regularly scheduled shift.
- B. If the training is more than four (4) hours and there is less than eight (8) hours between the end of the employee's regularly scheduled shift and the start of training, the employee will not work the employee's shift closest to the training and will be compensated at a rate of time and one half (1.5x) for the number of hours under the eight (8) hours minimum required between the training and the shift worked.

36.4 An employee's performance in training which is required and provided under this Article may be considered in periodic performance evaluations which may lead to loss of incentive pay.

ARTICLE 37 – DRUG TESTING

37.1 Statements of Principle.

- A. The County and the Association jointly recognize that the use of drugs and alcohol, whether on or off the job or for so-called "recreational" purposes or otherwise, which adversely affects job performance, constitutes a serious threat to the health and safety of the public, to the safety of fellow employees, and to efficient operation of the Office.
- B. The parties agree that the County will maintain all drug testing records in a secure filing system separate from County Personnel files and Sheriff's Office Professional Standards files. The parties agree that written representation from the Association or the Association's designated Legal Counsel that the Association and the Association's designated Legal Counsel has written authorization from the employee to be provided any and all information in the possession of the County will be legally sufficient.

- C. The Association agrees to defend and indemnify the County for any claims made by an employee represented by the Association related to unlawful disclosure of employee records to the Association or the Association's designated Legal Counsel with regard to the Association's representation of the employee as a result of the provisions of this Article 37.

37.2 Preconditions to Drug Testing.

Before any employee may be tested for drugs, the employer must meet the following prerequisites.

- A. All employees in the Association's bargaining unit must be clearly informed of what drugs or substances are prohibited by the employer.
- B. Any drug testing policy which is applied to the employees represented by the Association's bargaining unit must be applied to all personnel throughout the entire Sheriff's Office.
- C. The employer and the Association shall jointly select the laboratory or laboratories which will perform the testing.

37.3 Grounds for Testing.

- A. Random drug testing of any kind is prohibited.
- B. The performance of drug testing by other than the taking of urine samples is prohibited, for purposes of this Article.
- C. Drug testing is prohibited unless the employer possesses facts that give rise to a reasonable suspicion that an employee is currently or has recently been engaging in the use of illegal drugs.
- D. The determination that reasonable suspicion exists to require the employee to undergo testing must be based on specific, articulable observations concerning the appearance, behavior, speech, body odors of the employee or other articulable observations of an employee's condition or performance that indicate possible use of substances that are in violation of County and/or Sheriff's Office policy or this CBA. Examples include, but are not limited to, deteriorating work performance, poor attendance, tardiness, appearance (including, for example, noticeable odor of an alcoholic beverage), behavior, or speech of the employee. Poor attendance or tardiness alone or in combination do not constitute reasonable suspicion. The observations may include indications of the chronic and withdrawal effects of controlled substances, as well as include reliable information from other employees that supports the violation of Policy prohibitions.
- E. The "reasonable suspicion" behavior should be witnessed by at least two (2) persons if at all feasible, but only one (1) witness is required. Testing can be required only by a supervisor. The supervisor ordering the testing may rely on the

observation and recommendation of bargaining unit or non-bargaining unit personnel. Those who make a decision to test an employee will be trained in identifying appearance or conduct that indicates the possible use of controlled substances or misuse of alcohol.

- F. Any “reasonable suspicion” incident will be documented as soon after the incident as possible and the WCPOA will be provided with a copy of the documentation. The employee involved will be immediately removed from the workplace and escorted by a supervisor to a specimen collection or testing site. The employee will NOT be allowed to proceed to the site unaccompanied.
- G. Employees will have access to WCPOA representation, if requested or if documented, at every step of the “reasonable suspicion” testing procedures, except during actual specimen collection. A WCPOA representative shall be notified immediately upon the request of the employee and the representative shall be afforded two (2) hours to respond. This representation shall not delay established collection and testing procedures. WCPOA will keep the County apprised of the identity of the designated WCPOA representative.

37.4 Testing Mechanisms.

The following testing mechanisms shall be used for any drug test performed on employees represented by the Association:

- A. Any screening test shall be performed using the Radioimmunoassay (RIA) method. If the laboratory selected by the parties does not provide for RIA testing, then any screening testing shall be performed by Thin Layer Chromatography (TLC).
- B. Any positive results on the initial screening test shall be confirmed through the use of Gas Chromatography/Mass Spectrometry (GC/MS). If at any time there exists a test with a higher rate of reliability than GC/MS test, such test shall be used in place of the GC/MS test if requested by the Association.

37.5 Procedures to be Used When the Sample is Given.

The following procedure shall be used whenever an employee is requested to give a urine sample:

- A. Prior to testing, the employee may be compelled by a written order from the Sheriff or designee to provide a written list of medications currently being used by the employee on a form supplied by the employer. Communications related to this form and the disclosure of medications currently being used by the employee will only be in writing and no interview of the employee will occur. This form, and all documents and information concerning drug testing, shall remain confidential pursuant to the terms in Section 37.7 of this Article.

- B. A urine sample will be taken of the employee. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
- C. Immediately after the sample has been given, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. One (1) of the samples will then be sent or delivered to a testing laboratory mutually agreeable to the Association and the employer.
- D. The sample will first be tested using the screening procedure set forth in Section 37.4A of this Article. If the sample tests are positive for any prohibited drug, the confirmatory test specified in Section 37.4B of this Article will be employed.
- E. If the confirmatory test is positive for the presence of an illegal drug, the employee and the Association will be notified in writing of the positive result within twenty-four (24) hours after the employer learns of the results and the employee and the Association will be provided with copies of all documents pertinent to the test sent to or from the employer by the laboratory. The employee and/or the Association will then have the option of having the untested sample submitted to a laboratory of the employee's and/or Association's own choosing. The employer will be given a copy of the results.
- F. Each step in the collecting and processing of the urine specimens shall be documented in writing to establish procedural integrity and a chain of custody and evidence.

37.6 Consequences of Positive Test Results.

An employee who tests positive and/or the Association on behalf of the employee shall both have the right to challenge the accuracy of the test results. Such employee shall be subject to unannounced testing for a period of one (1) year following the inception of treatment. If the employee violates the terms of treatment or again test positive during such period, they shall be subject to immediate discharge.

37.7 Employee Rights.

- A. Since the results of drug testing can lead to discipline, the employee has a *Weingarten* right to have an Association representative present at all times in this process. Nothing herein shall restrict the employee's right to representation under general law.
- B. If at any point the results of the testing procedures specified in the Article are negative, all further testing shall be discontinued. The employee will be provided a copy of the results, and all other copies of the results (including the original) shall be destroyed within twenty-four (24) hours after the test results have been received by the employer. All positive test results will be kept confidential, and

will be available only to the Sheriff, one (1) designated representative of the Sheriff, and the employee.

- C. Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the equipment used in the testing process, the chain of custody of the specimen and the accuracy rate of the laboratory.
- D. If the results of the drug test are negative, the Association, on behalf of the employee, shall have the right to challenge whether reasonable suspicion existed for the ordering of the test. In such a case, the arbitrator shall have the power to fashion a remedy that is appropriate under the circumstances. If the results of the drug test are positive, neither the Association nor the employee shall have the right to challenge whether reasonable suspicion existed for the ordering of the test.

ARTICLE 38 – EFFECTIVE DATE AND DURATION

38.1 This Agreement shall be effective and retroactive as of July 1, 2022, except as otherwise noted, and shall remain in full force and effect until the 30th day of June 2025.

IN WITNESS WHEREOF,

The parties hereto have set their hands this 2nd day of September 2022.

WASHINGTON COUNTY POLICE OFFICERS' ASSOCIATION

WASHINGTON COUNTY, OREGON

By: [Signature]
PATRICK A. ATHERE, WCPA PRESIDENT

By: [Signature]
Board of Commissioners, Chair

APPROVED AS TO FORM:

WASHINGTON COUNTY SHERIFF

By: [Signature]
County Counsel for
Washington County, Oregon

By: [Signature]

Schedule A – Washington County Pay Plan

Sheriff’s Support Group (SSG)

FISCAL YEAR 2022-2025 - Effective upon ratification

*Collective Bargaining Agreement in process - Additional 0.5% Market Adjustment applied in 2022-2023

Class	Title	Range		Step A	Step B	Step C	Step D	Step E	Step F
192	Criminal Records Specialist I	601	Hour	\$23.57	\$24.74	\$25.98	\$27.27	\$28.63	\$30.07
			Month	\$4,085.47	\$4,288.27	\$4,503.20	\$4,726.80	\$4,962.53	\$5,212.13
			Annual	\$49,025.60	\$51,459.20	\$54,038.40	\$56,721.60	\$59,550.40	\$62,545.60
193	Criminal Records Specialist II	602	Hour	\$26.01	\$27.32	\$28.68	\$30.10	\$31.61	\$33.19
			Month	\$4,508.40	\$4,735.47	\$4,971.20	\$5,217.33	\$5,479.07	\$5,752.93
			Annual	\$54,100.80	\$56,825.60	\$59,654.40	\$62,608.00	\$65,748.80	\$69,035.20
121	Investigative Support Specialist	602	Hour	\$26.01	\$27.32	\$28.68	\$30.10	\$31.61	\$33.19
			Month	\$4,508.40	\$4,735.47	\$4,971.20	\$5,217.33	\$5,479.07	\$5,752.93
			Annual	\$54,100.80	\$56,825.60	\$59,654.40	\$62,608.00	\$65,748.80	\$69,035.20
190	Jail Services Technician I	602	Hour	\$26.01	\$27.32	\$28.68	\$30.10	\$31.61	\$33.19
			Month	\$4,508.40	\$4,735.47	\$4,971.20	\$5,217.33	\$5,479.07	\$5,752.93
			Annual	\$54,100.80	\$56,825.60	\$59,654.40	\$62,608.00	\$65,748.80	\$69,035.20
191	Jail Services Technician II	604	Hour	\$28.69	\$30.11	\$31.64	\$33.21	\$34.89	\$36.63
			Month	\$4,972.93	\$5,219.07	\$5,484.27	\$5,756.40	\$6,047.60	\$6,349.20
			Annual	\$59,675.20	\$62,628.80	\$65,811.20	\$69,076.80	\$72,571.20	\$76,190.40
195	Jail Services Technician III	605	Hour	\$31.68	\$33.26	\$34.93	\$36.67	\$38.50	\$40.44
			Month	\$5,491.20	\$5,765.07	\$6,054.53	\$6,356.13	\$6,673.33	\$7,009.60
			Annual	\$65,894.40	\$69,180.80	\$72,654.40	\$76,273.60	\$80,080.00	\$84,115.20

As included above, effective and retroactive to the start of the first full pay period in July 2022, adjust straight time hourly rate of pay by four and one half percent (4.5%) for employees covered by this Agreement to maintain status quo for all Association employees in this bargaining unit receiving a Cost-of-Living Adjustment (COLA).

As included above, effective the first full pay period upon ratification of this Agreement, provide a market adjustment to the straight time hourly rate of pay by one half percent (0.5%) for employees covered by this Agreement.

Effective the first full pay period in July 2023, adjust straight time hourly rate of pay by a percentage equal to the percentage change in the CPI-W, West Coast (Annual Average), minimum 0.00%, maximum 4.5%.

Effective the first full pay period in July 2024, adjust straight time hourly rate of pay by a percentage equal to the percentage change in the CPI-W, West Coast (Annual Average), minimum 0.00%, maximum 4.5%.

For ISS classification effective and retroactive to July 1, 2022, make Step F available (five percent (5%) increase above current top step) to all eligible employees in ISS classification. Increases to Step F will be subject to the provisions of Article 20. A list of the ISS employees who will be eligible to be adjusted to Step F as of July 1, 2022, will be provided to the Association upon WCPOA signature execution of the CBA.

For CRS classifications effective January 1, 2023, make Step F available (five percent (5%) increase above current top step) to all eligible employees in CRS classifications. Increases to Step F will be subject to the provisions of Article 20. A list of the CRS employees who will be eligible to be adjusted to Step F as of January 1, 2023, will be provided to the Association upon WCPOA signature execution of the CBA.

For JST classifications effective January 1, 2023 make Step F available (five percent (5%) increase above current top step) to all eligible employees in JST classifications. Increases to Step F will be subject to the provisions of Article 20. A list of the JST employees who will be eligible to be adjusted to Step F as of January 1, 2023, will be provided to the Association upon WCPOA signature execution of the CBA.