

AGREEMENT BETWEEN

HOOD RIVER COUNTY, OREGON

AND

HOOD RIVER COUNTY LAW ENFORCEMENT ASSOCIATION

JULY 1, 2022 THROUGH JUNE 30, 2025

Contents

Preamble..... 3

Article 1 Recognition..... 3

Article 2 Management Rights 5

Article 3 Association Rights..... 6

Article 4 Hours of Work 7

Article 5 Employee Rights and Benefits 8

Article 6 Seniority..... 10

Article 7 Sick Leave..... 11

Article 8 Call and Reporting Time 13

Article 9 Holidays 14

Article 10 Vacation..... 15

Article 11 Paid and Unpaid Leaves..... 17

Article 12 Discipline and Discharge..... 18

Article 13 Grievance Procedure 20

Article 14 Compensation..... 22

Article 15 Overtime..... 25

Article 16 Recruit Schools 26

Article 17 Benefits..... 27

Article 18 Strikes and Lockouts..... 28

Article 19 Contract Work 28

Article 20 Safety Committee..... 29

Article 21 Savings Clause..... 29

Article 22 Duration and Termination 30

Signature Page 31

Preamble

This Collective Bargaining Agreement is entered into by and between Hood River County, a political subdivision of the State of Oregon, hereinafter referred to as County, the Sheriff for Hood River County, Oregon hereinafter referred to as Sheriff, and the Hood River County Law Enforcement Association, hereinafter referred to as the Association.

The purpose of this Agreement is to set forth those matters pertaining to salary, hours of work, fringe benefits and other conditions of employment and to establish an equitable and peaceful procedure for the resolution of disputes.

Article 1 – Recognition

Section 1. Bargaining Unit: For the purpose of collective bargaining with respect to wages, hours, and conditions of employment, the County recognizes the Association as the exclusive bargaining representative of all employees whose job classifications are set forth in the salary appendix hereof, excepting employees so classified but employed in a supervisory or confidential capacity, limited or fixed term employees (less than one (1) year) or part-time employees (less than 80 hours per month).

The County shall have the right to petition the Employee Relations Board for a determination as to the status of any employees whose position is funded from sources outside the County Budget or part-time employees.

Section 2. New Hires and Termination:

The County shall notify the Association President of all new employees hired and employees terminated whose positions are covered by this Agreement. The County shall include with the new hire listing, the employee's classification, and home mailing address. Said notification shall be monthly to coincide with the County's payroll cycle.

Section 3. New Classifications:

In the event a new job classification which would properly be included in the bargaining unit is established by the County, both parties shall meet to negotiate wages applicable to the new classification.

Section 4. Regular & Extra Help definitions:

Dispatch: Bargaining unit members include full time employees and regular part-time employees who are regularly scheduled to work at least 20 hours per week. The parties further agree that the classifications of Director, Supervisor, extra help and casual part-time employees working less than 20 hours per week are specifically excluded from the bargaining unit.

1. The accrual of all paid time off benefits, (sick leave, vacation, time off in lieu of holiday, and the like) and benefits is predicated upon a regularly scheduled full-time employment. All such benefits for part-time employees covered by this Agreement shall be prorated based on the part-time employee's regularly scheduled hours.
2. Extra Help employees are non-regular, part-time employees who work less than twenty (20) hours per week. Extra Help and part-time employees who *are* scheduled to work less than twenty (20) hours per week shall not be subject to the terms of this Agreement. The County shall only employ Extra Help part-time employees, as defined above, in excess of twenty (20) hours per week per employee, when it is for any of the following:
 - a. The initial 6 months of employment while in training;
 - b. To cover regular employees during training;
 - c. To cover regular employee's paid or unpaid time off;
 - d. For up to ninety (90) days while the County recruits and hires unfilled bargaining unit positions and thereafter until the new employee is able to work independently; or
 - e. To work an exceptional schedule agreed upon by the association.
3. After completing an initial 6-month training period, any Extra Help employee who works a total of 520 hours in a 6 consecutive month period shall become a regular part-time employee and a member of the bargaining unit. All paid time off benefits, (sick leave, vacation, holidays & personal holidays), shall be prorated based on a part-time regular schedule of hours, not to exceed 12 months' retroactive accrual. Regular part-time employees shall receive the capped amount for employee only medical/dental/vision benefits but may buy-up to pay the premium to add dependent coverage.

Article 2 – Management Rights

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

- a. Establish, plan for, and direct the work force toward the organizational goals of County government.
- b. Determine the organization, and the merits, necessity and level of activity or service provided to the public.
- c. Determine the County budget and financial policies including accounting procedures.
- d. Establish, regulate and administer a personnel system, which provides for all types of personnel transactions. Unless modified by this Agreement, these shall include determining the procedures and standards for hiring, promotion, transfer, assignment, lay off, discipline, retention and classification of positions.
- e. Discipline or discharge employees for just cause, and make and enforce reasonable work rules and regulations.
- f. Determine the methods, means, equipment, numbers and kinds of personnel and the job or position content required to accomplish governmental operations and maintain the efficiency thereof. This shall include whether materials and services are to be provided or purchased.
- g. Determine and change the number and locations and types of operations, processes and materials to be used in carrying out all County functions.
- h. Assign work to and schedule employees, and to establish and change work schedules except as addressed in this Agreement.
- i. Relieve any employees from duty due to lack of work or insufficient funds.
- j. Take all actions necessary to carry out the mission of the County in emergencies.

This shall not include suspensions of contractual provisions on wages and fringe benefits. Any employee within the bargaining unit who may feel aggrieved by the unfair or discriminatory exercise of the above rights may seek a remedy by means of the Grievance Procedure provided for in this Agreement.

Article 3 – Association Rights

Section 1. Dues

- a. The County agrees to deduct the uniformly required Association membership dues and other authorized fees or assessments once each month from the pay of those employees who have authorized such deductions in writing.
- b. For the purpose of Calculating months to determine the beginning or end of the payroll deductions called for in Section 1. a, dues shall be deducted for any calendar month during which the employee works ten (10) working days or more.
- c. The Association will indemnify, defend and hold the County harmless against any claims made, and against any suit instituted, against the County as a result of any County action taken in compliance with this Article, excluding the costs of County's defense to enforce this indemnification provision which shall be the responsibility of the County. The Association and the County each agree to reimburse any monies paid or not paid in error within thirty (30) days of notification of such error.

Section 2. Association Bulletin Boards:

The County agrees to provide suitable space on County bulletin board(s) for Association use. No material shall be posted except notices of meetings and elections, results of elections, changes in Association by-laws, newsletters, notices of employee social occasions and similar Association business. All material shall be signed by an officer or steward of the Association and dated. Postings shall be limited to the official bulletin board space.

Section 3. Collective Bargaining:

Two (2) members of the Association shall, upon request, be granted leave from duty without any loss of pay for any meetings between the County and the Association to negotiate wages, hours and working conditions, when such meeting(s) take place at a time when any such member is scheduled to be on duty. Such meetings shall be scheduled as practicable to avoid any scheduling conflicts.

Section 4. In-house Mailing:

Association shall be allowed to use employee boxes for purposes of distribution of Association notices, letters, and bulletins.

Article 4 – Hours of Work

Section 1. Regular Hours:

The regular hours of work each day shall be consecutive except as may be interrupted by a meal period.

Section 2. Work Week and Work Day:

The work week shall begin on Sunday and end on Saturday and the normal work schedule shall consist of forty (40) hours in a seven (7) day work period. The work shall be consecutive days with either two (2) or three (3) consecutive days off, depending on the employee's work schedule. Members may be assigned to 8-hour, 10-hour, 12-hour, or other shifts as directed by the Sheriff. The intent of this language is to allow the Sheriff the flexibility to change the hours of work in a work day or work week based on the operational needs of the department. In any event, such flexibility shall not be construed to allow irregular work hours, and employees will continue to work a 4/day, 40/hour work week schedule unless operational needs as determined by the Sheriff dictate otherwise.

Should the Sheriff elect to implement a shift other than 8-hour, 10-hour, 12-hour shifts, the Sheriff shall notify the Association and, at the request of the Association, bargain the impacts for not more than thirty (30) calendar days prior to implementation.

The County shall provide employees ten (10) calendar days' notice of any schedule change except for emergencies or employee absences beyond the control of the employer.

Section 3. Rest Periods:

An on-duty rest period of fifteen (15) minutes shall be permitted for all employees during each half shift, which shall be scheduled in accordance with the operating requirements of each officer's duties.

Section 4. Meal Periods:

All employees, who are subject to working 24/7 rotating shifts and are subject to call, shall be paid on-duty meal period of thirty (30) minutes average length, but in no case to exceed forty-five (45) minutes.

Section 5. Mileage

In the event a County owned vehicle is not available, and the use of the employee's private vehicle has been authorized by the supervisor, reimbursement for mileage shall be at the rate used by the State of Oregon and prescribed as the current County rate.

Section 6. Day Off Trade:

Employees may request approval to trade days off; however, the County retains sole discretion and authority to approve or disapprove such requests.

Section 7. Shift Change/Rollover

In the event that a shift change would result in an employee being scheduled to work two (2) consecutive, back-to-back, (i.e., graveyard to day) shifts, the employee will be given, at the choice of the employer, either the first or second shift off as administrative leave with pay. Absent an emergency, an employee shall not be scheduled to have less than ten (10) hours between shifts.

Article 5 – Employee Rights and Benefits

Section 1. Personnel Files:

Copies of all reports, memoranda or notes pertaining to an employee's job performance which are to be placed in the employee's personnel file will be given to the affected employee prior to placement in the personnel file.

Employees shall be allowed to respond in writing to any material placed in their file and have such written response placed in their file.

Personnel records shall be maintained in accordance with Oregon law. Except where expressly required by State or Federal law, the County shall not use notations of oral warnings or written reprimands for any reason after three (3) years have elapsed from the date of the incident, provided that similar discipline has not issued during the said three (3) year period. Section 2. Uniforms and Equipment:

At the time of employment, the County shall provide deputies with the uniform and equipment necessary to perform the duties of their job.

It is expressly recognized and understood that title for all items issued remains with the County and

that upon termination of employment for any reason whatsoever, all items will be returned to the County or purchased from the County at the original purchase price paid by the County. The loss of any assigned items by an employee as a result of negligence or wrongful and willful misconduct while in the execution of his or her duties or any loss of County property not arising out of the employee's conduct of his or her duties shall require replacement of such equipment with all costs attendant thereto borne by the employee.

The County shall provide a \$400.00 a year clothing allowance to each non-uniformed officer. The allowance shall be paid in quarterly amounts at the end of each calendar quarter in which the individual worked primarily as a non-uniformed officer.

Uniformed officers who elect to purchase a safety boot with a no-slip sole and water, chemical and blood-borne pathogen protection, will be reimbursed a maximum of \$300.00 every two years, or \$150.00 every year provided a receipt is submitted within 30 days of purchase.

Section 3. Practice Ammunition:

The County shall provide sixty (60) rounds of practice ammunition to be used for supervised range firing, each month for each employee who is required to qualify.

Section 4. Pledge Against Discrimination and Coercion:

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, religion, disability, national origin, Association or political affiliation. The Association shall share equally with the Employer the responsibility for applying this provision of the Agreement. The Employer and the Association agree not to interfere with the rights of employees to become or not become members of the Association, and there shall be no discrimination, interference, restraint, or coercion by the Employer or the Association, or any Employer representative, or any Association representative against any employee because of Association membership, non-Association membership, or because of any employee activity in an official capacity on behalf of the Association, or for any other cause.

Section 5. Personal Clothes:

The County will reimburse any deputy/investigator wearing personal clothing while on duty when a claim is submitted stating the clothing was damaged or destroyed during the course of employment.

Section 6. Uniform Replacement:

The County agrees to replace any equipment/clothing in Section 2 when it is worn out (needs replacing), subject to the determination of the Sheriff or his designee.

Article 6 – Seniority

Seniority is defined as the length of continuous service worked by an employee in the Sheriff's Office. Classification seniority is defined as the amount of time worked by an employee in a particular classification within the Sheriff's Office. Seniority shall be broken or terminated if an employee:

- a. Resigns.
- b. Is discharged for just cause.
- c. Is laid off and fails to respond to written notices as provided in Section 3 below.
- d. Is laid off for a period of time greater than 12 months.
- e. Fails to report to work at the termination of an extended leave of absence.
- f. Is on leave of absence for a period of time greater than 12 months.
- g. Retires.

Section 2. Layoff:

The County may, for economic or budgetary reasons, lay off employees within the bargaining unit. Such layoff shall be by classification seniority within the affected classification so long as the senior employees have the knowledge, skill and abilities to perform the work required. An employee scheduled for layoff shall have the right to bump to a lower or lateral position based on their department seniority so long as that employee has previously been employed in that position beyond their probationary period and has the knowledge, skills and ability to perform the work required of that position.

Section 3. Recall:

Any employee who has been laid off shall be entitled to be recalled to the position he/she vacated or any other position he/she is qualified for, within 12 months of the date that he/she was laid off. Reemployment shall be in the reverse order of layoff. It shall be the employee's responsibility to keep the County notified of any change of address so proper notification can be made. When a position is available

that the employee was laid off from, the County will notify the employee by certified mail of the position opening.

The employee will be required to notify the County within five (5) days of receipt of the letter if he/she wishes to return to work. In any event, the employee shall have an additional two (2) weeks to return to work or forfeit any right to return to the position. Employees shall have the right to refuse offers for positions other than the one from which they were laid off without forfeiture of reinstatement rights.

Section 4. Shifts:

Prior to January 1st, each calendar year, Patrol Deputies and Dispatchers shall bid for shift preference according to seniority. Patrol Deputy and Dispatcher shift bidding shall be conditioned on bidding at least one (1) graveyard shift during the year. At the conclusion of the annual shift bid, Patrol Deputies and Dispatchers shall be permitted one-week to swap shifts before the final shifts are submitted. Section 5. New Classification and Vacancies:

The County shall post all job vacancies within its respective bargaining unit and new job classification(s) applicable to the bargaining unit. Except in emergency situations, such posting shall be on the bulletin board for a minimum period of five (5) days prior to filling the position.

Section 6. Promotions:

In the event the County decides to promote from within, the County agrees to give preference to seniority with respect to employees being considered for that promotion as long as the more senior employee is the best qualified to perform the available work as determined by the County. This Section shall only apply to promotions to positions within the bargaining unit.

Article 7 – Sick Leave

Section 1. Accumulation:

All full-time employees shall earn eight (8) hours of sick leave with pay for each full calendar month worked. A total of 1,040 hours of sick leave may be accrued by each employee. Sick leave shall not accrue during any period of leave of absence without pay.

Section 2. Part-Time Employees:

Part-time employees shall be credited with sick leave pro rata that amount indicated in Section 1 of this Article that the scheduled work hours compares to the hours of a full-time employee.

Section 3. Usage:

Sick leave with pay is intended to be utilized when an employee is unable to perform his or her duties by reason of illness, injury or disability and for dental and medical care of the employee, if such care is necessary and essential to the employee.

Newly hired employees may utilize accrued sick leave after 1 full month of continuous employment, with prior approval from the Sheriff or designee.

The employee shall notify his or her supervisor of absence due to illness, injury or disability and the nature and expected length thereof, prior to the time such employee would otherwise have reported to work. The department head may require a physician's statement documenting an employee illness if an employee utilizes more than three (3) consecutive days of sick leave or if the employee is demonstrating a pattern of sick leave usage, subject to federal law, ie: FMLA/OFLA. An employee shall not work for other than the County while on sick leave, until such time as he or she has requested and received permission from the Sheriff, in writing. Permission may be given where the work requested to be performed will not aggravate, prolong or complicate the illness, injury or disability.

Section 4. Sick Leave for Illness of Member of Immediate Family:

Sick leave may also be utilized because of an injury or illness in an employee's immediate family that requires the attendance of the employee. The employee may be required to furnish satisfactory evidence of such illness or injury, subject to federal law, ie: FMLA/OFLA. "Family Member" means the spouse, same-gender domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, parent-in-law, parent of the same-gender domestic partner, grandparent or grandchild of the employee, or a person with whom the employee is or was in a relationship of in loco parentis. It also includes the biological, adopted, foster or stepchild of an employee or the child of an employee's same-gender domestic partner. For the purposes of OFLA, an employee's child in any of these categories may be either a minor or an adult at the time serious health condition leave is taken.

Section 5. Retirement:

The County agrees to exercise its option under ORS Chapter 237, requesting the Public Employees Retirement System to include the monetary value of 1/2 of the accrued value of the accumulated sick leave of each retiring employee in computing the employee's "final average salary".

Section 6. Bereavement Leave:

Employees may take up to two (2) weeks of unpaid leave in accordance with the Oregon Family and Leave Act. Additionally, the County provides employees up to three (3) days paid bereavement leave, which is concurrent with any other bereavement allowed by law.

Article 8 – Call and Reporting Time

Section 1. Call-Out:

1. Any employee called to report to work outside his or her regularly scheduled shift shall be compensated for a minimum of two (2) hours of work at the rate of time and one half.
2. The two (2) hour call-in pay minimum of paragraph 1.1 above shall not apply in the situation where:
 - a. The employee is called to report for witness duty as is provided in Section 4 of Article XI of this Agreement; or
 - b. The employee is called to report for work and such work continues into his/her regularly scheduled shift, in which case, the employee shall be paid overtime at the rate of time and one half for the number of hours worked prior to the beginning of this regularly scheduled shift and his/her regular pay for working his/her regularly scheduled shift; or
 - c. The employee is required to continue working beyond his/her regularly scheduled shift.

Section 2. Reporting Time:

Any full-time employee who is scheduled to report for work in accordance with the employee's departmental work schedule, and who also presents himself or herself for work as scheduled, shall be assigned and compensated for at least the hours as specified in Article IV, Section 2, unless the employee has worked previously that day due to a change of shift. If dismissed prior to completing the assigned hours because of lack of work tasks to be performed, the employee shall be compensated for the regularly scheduled hours.

Article 9 – Holidays

Section 1. Days Observed:

The following shall be recognized as holidays:

New Years Day	Labor Day
Martin Luther King, Jr.	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	
Independence Day	

In order for an employee to receive the benefits within this section as to specified holidays, he or she must be an employee of the County exclusively, at least ten (10) days prior to the holiday, and be on pay status for the entire day before and day after the holiday.

Personal Holidays: All employees shall be credited January 1st of each year with three (3) personal holidays which must be used within the calendar year. Employees who regularly work a ten-hour day shall be credited with thirty (30) hours; employees who regularly work an eight-hour day shall be credited with twenty-four (24) hours; employees who regularly work a twelve-hour day shall be credited with thirty (36) hours. New hires shall be credited a prorated amount based upon the hire date and the remaining portion of the calendar year but must be an employee of the County exclusively at least six (6) months prior to utilizing personal holiday.

Employees shall give the Sheriff two (2) weeks' notice of intent to utilize a particular day of the personal holiday accrual. Failure to give such notice shall be a basis for denial of the use of the holiday on the date selected. No more than two (2) employees with the same classification will be allowed to utilize the same day in any one calendar year as a personal holiday.

Employees shall not normally lose their personal holidays if they are unable to take time off. If a personal holiday is carried over into the next calendar year, an employee can request compensation for the holiday(s), provided at least two (2) requests for use per holiday have been made and denied.

Employees who terminate or are laid off for any reason shall receive compensation for personal

holiday time on the books at the time of termination or layoff.

Section 2. Holiday Work:

When an employee is required to work on a holiday, he or she will be paid at the rate of one and one-half (1-1/2) times the regular hourly rate in addition to the paid holiday or the employee may request to receive the hours worked at time and one half as compensatory time and receive only the holiday pay. For all pay purposes; the entire shift shall be considered as the day the scheduled shift began.

When a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

An employee whose scheduled day off falls on a holiday shall receive a postponed holiday with pay, to be taken at the mutual convenience of the employee and employer as required by law. Postponed holidays shall be utilized within twelve (12) months of the original date it was earned. Postponed Holiday time can be utilized immediately following its accrual. Notwithstanding the foregoing, continuous operations which operate seven (7) days per week, twenty-four (24) hours per day, will observe Christmas on December 25th, New Year's on January 1st, Martin Luther King, Jr. on the third Monday in January, President's day on the third Monday in February, Independence Day (the Fourth of July) on July 4th and Veteran's Day on November 11th.

Article 10 – Vacation

Section 1. Accrual:

After completing six (6) full months of continuous employment in a full-time status, a new employee shall be credited with twenty-four 24 hours of vacation leave. Thereafter, vacation shall be earned on a monthly basis according to the following schedule:

Years of Continuous Service	Monthly Accrual	Annual Equivalent
1/2 year through 1 year	4.00 hours	48 hours
2nd through 10th year	10.00 hours	120 hours
11th through 15th year	12.00 hours	144 hours s

16th through 20th year Accumulate additional 8 hours for each year of service (up to 184 hours).

After the 21st year

184 hours

After an accrual of 96 hours, employees are expected to utilize at least one-half of their annual vacation each year. Vacation credits may be accumulated to a maximum of 200 hours through the tenth year of service, and to a maximum of 280 hours from the eleventh year forward.

Section 2. Continuous Employment:

Continuous employment for the purpose of accumulating vacation leave credit shall be service-unbroken by separation from employment with the County exclusively. Periods of excused absence of less than 1 month shall be included as continuous employment.

Section 3. Payment in Lieu of Vacation Time:

No employee shall be paid extra wages or salary over and above the regular amount paid, in lieu of annual vacation leave or for working instead of utilizing vacation time earned, unless he or she has written approval from his or her employer.

Section 4. Scheduling:

Employees shall be permitted to request either a split or single vacation. Employees requesting a vacation of one (1) week or greater should submit a written request for vacation not later than (30) days prior to the start of the requested vacation. If any employee requests a vacation of less than a work week, he/she is not required to give thirty (30) days notice, but should make such request as soon as possible. The County shall have the final determination of vacation time, based on operational needs and the availability of vacation relief and shall respond granting or denying the vacation request, in writing, within two weeks of receipt of the request.

Section 5. Payment Upon Termination:

Upon termination of employment, all accumulated vacation shall be paid.

Section 6. Part-Time Employees:

Part-time employees shall be credited with vacation leave pro rata that amount indicated in Section 1 of this Article that their scheduled work hours compares to the hours of full-time employees.

Section 7. Dispatch Time-Off Coverage

The County shall offer up to 40 hours of voluntary overtime to secure coverage for a Dispatcher making a time-off request. Only one such coverage overtime shall be afforded for each 24-hour day. If more than one employee puts in for a time-off request using this coverage in a 24-hour day, the first employee so requesting shall be eligible. The County may fill overtime with non-bargaining unit members; provided, however, that bargaining unit members shall always have preference and right of first refusal on such opportunities.

Article 11 – Paid and Unpaid Leaves

Section 1. Military Leave:

Military, alternative service and peace corps leave shall be granted in accordance with Oregon Law and Federal Law.

Section 2. Education Leave:

After completing his or her probationary period, an employee, upon request, may be granted a leave of absence without pay, for educational purposes, at an accredited school, when it is related to his or her employment. The period of such leave of absence shall not exceed one (1) year, but it may be renewed or extended at the request of the employee, when necessary, upon approval by the County. Employees may also be granted leaves of absence with or without pay, for educational purposes for reasonable lengths of time to attend conferences and seminars that are intended to improve or upgrade the individual's skill or professional ability related to his or her present employment. Any leave provided for under this Section may be granted, provided it does not interfere with the operation of the County.

Section 3. Voting Time:

Employees who are registered electors shall be granted adequate time to vote on any official election day, if, due to a shift or work scheduling, they would otherwise not be able to vote.

Section 4. Witness Duty:

1. An employee required to report for a court appearance arising out of the performance of his/her duties as a peace officer shall be allowed leave of absence with pay, including the time required to travel to the court and return to the employee's regular place for reporting to work, when such attendance and travel is within an employee's scheduled shift.
2. An employee required to report for a court appearance arising out performance of his/her duties at a

point in time that is more than two (2) hours before the beginning or more than two (2) hours after the end of his/her regular shift, shall be compensated for a minimum of two (2) hours at the rate of time and one half. IN the event the employee is required to appear as a witness within the provisions of this paragraph and is required to remain longer than two (2) hours, he/she shall be paid at the rate of time and one half for the number of hours he/she is required to attend, rather than the minimum two (2) hours.

3. An employee required to report for a court appearance out of the performance of his or her duties, at a point in time two (2) hours or less before the beginning or at a point in time two (2) hours or less after the end of his or her regular shift, shall be compensated at the rate of time and one/half for the time elapsed between (a) the reporting time and the beginning of the regular shift, or (b) the end of the regular shift and the time the employee is released from the court appearance, whichever is applicable.
4. Any and all witness fees will be remitted to the County as a condition of receipt of payment from the County.

Section 5. Jury Duty:

An employee shall be granted leave with pay for jury duty when such jury duty requires the employee's attendance during the employee's scheduled shift. The employee shall report for regular duty when the required jury duty does not require the employee's attendance during his or her assigned shift. All jury fees will be remitted to the County as a condition of receipt for County paid time off.

Article 12 – Discipline and Discharge

Section 1.

Disciplinary action shall include but is not necessarily limited to the following:

- (a) written reprimand;
- (b) suspension;
- (c) demotion; and
- (d) discharge.

Discipline will be for just cause. A written reprimand may include notice of suspension, demotion, or disciplinary probation or warning of further disciplinary action which may ensue upon repetition or further cause for disciplinary action. It is not required that such disciplinary action be administered in progressive form in all cases. Disciplinary action may be imposed upon any employee for failing to fulfill his or her responsibilities as an employee. Conduct of an employee which brings discredit upon or hinders the operation of the department may be considered just cause for disciplinary action. Also, the willful giving of false information or the withholding of information in making application for employment or willful violation of departmental rules may be considered just cause for disciplinary action. Any disciplinary action imposed upon employees shall be protested only as a grievance throughout the regular grievance procedure. If the Sheriff or other supervisory employee has reason to discipline one of their employees, they shall make reasonable efforts to impose such discipline in a manner that will not unduly embarrass or humiliate the employee or the public.

Section 2. Probationary Employee:

A probationary employee shall be defined as any new hire for the purpose of becoming a regular employee who has not completed (a) eighteen (18) consecutive months of service as a Deputy Sheriff or Dispatcher, or (b) six (6) consecutive months of service as an employee in another capacity with the Sheriff's Office. It is understood that the probationary period is part of the selection process and allows evaluation of an employee's fitness for regular status. As a result, a probationary employee may be discharged or otherwise disciplined without recourse or appeal. The eighteen (18) month probationary period is intended for evaluation purposes only and therefore does not affect any of the benefits that are normally earned after completing six (6) full months of continuous employment, ie. Vacation, personal holiday leave, retirement, etc. Newly promoted employees shall have a six (6) month trial period. If the employee fails to qualify during the trial period, he/she may be terminated-for cause or returned to their former or equivalent position, if available.

Section 3: Discharge:

A regular employee shall be discharged only for just cause.

Section 4: Grievances:

The protest of any disciplinary action shall be made only through the grievance procedure set forth in Article XIII herein.

Section 5: Certification:

If a Deputy Sheriff or Dispatcher fails to obtain the required basic certification for the Oregon Department of Public Safety Standards and Training, such failure shall be just cause for discharge.

Article 13 – Grievance Procedure

It is recognized that from time to time questions may arise concerning the provisions of this Agreement. To accommodate the amicable and timely resolution of such questions, the parties agree that when the parties to this Agreement disagree as to the respective interpretation or application of the provisions of this Agreement, such disagreement shall be settled according to the terms hereunder provided. Only the Association or the County may pursue a matter to binding arbitration.

STEP 1 - Grievance Submitted to Supervisor:

After first attempting to resolve the grievance informally, the aggrieved party shall refer the grievance, in writing, to the employee's immediate supervisor, copy to the Association, within fifteen (15) calendar days of the occurrence or the employee's demonstrated first knowledge of the grievance. The notice shall include:

1. A statement of the grievance and relevant facts;
2. Applicable provisions of the contract alleged to have been violated; and
3. Remedy sought.

The supervisor shall attempt to resolve the grievance and shall furnish a written reply to the employee, copy to the Association, within fifteen (15) calendar days from the receipt of the grievance.

STEP 2 - Grievance Appealed to Sheriff:

If the grievance is not resolved in Step 1 above, the grievance shall be referred in writing to the Sheriff within fifteen (15) calendar days from the issuance of the written reply in Step 1. The Sheriff shall investigate the particulars of the grievance and shall furnish a written reply within fifteen (15) calendar days of receipt, to the grievant, copy to the Association.

STEP 3a - Grievance Referred to Board of County Commissioners:

If the grievance is not resolved in Step 2 above, it shall be referred to the Board of County Commissioners, in writing, within fifteen (15) calendar days after completion of Step 2 procedures.

The written notice shall contain the items required in the notice specified in Step 1 and state the areas of agreement and disagreement with the Sheriff's response. The Board of County Commissioners or its designee may consider the matter and shall make a recommendation to the Sheriff with a copy to the Association for resolution of the grievance within twenty-one (21) calendar days of the date that the grievance is submitted to them. The Sheriff shall render a written decision to the grievant with a copy to the Association on the matter within fifteen (15) calendar days after receipt of the recommendation from the Board of County Commissioners.

STEP 3b - Grievance Against the Association:

Any grievance which the County may have against the Association shall be reduced to writing and submitted no later than fifteen (15) calendar days after having been made reasonably aware of the issue, to the President of the Association. The Association President shall make an investigation of the relevant facts and shall, within fifteen (15) calendar days, provide a written decision and the reasons therefore.

STEP 4 - Appeal to Arbitration:

In the event the decision at Step 3 is not satisfactory to the Association or the County, either party within fifteen (15) calendar days may request from the State Employment Relations Board a list of seven (7) arbitrators. Such request shall also be copied to the other party. The parties shall select an arbitrator from the list by such method as they may jointly elect, or if they are unable to agree, then by the method of alternative striking of names under which the aggrieved party shall strike the first name objectionable to him or her and the responding party involved shall strike a name objectionable to it. The final name left on the list shall be the arbitrator. 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 he or she shall have no power to alter, modify, add to or detract from the terms of this Agreement. His or her decision shall be within the scope and terms of this Agreement. The arbitrator shall be asked to submit his or her decision within sixty (60) days from the date of the hearing. His or her decision may also apply retroactively, but is limited to the date of the original filing of the grievance and shall state the effective date.

The arbitrator's fee and the cost of any non-County hearing room, unless such are paid for by the State of Oregon, shall be borne by the losing party. The County and the Association shall assume individual liability for the cost of their representatives and preparation of their respective cases. All meetings and hearings under this procedure shall be kept informal and private, and shall include only such persons at interest and/or designated representatives as referred to in this procedure.

Any time limits specified in the grievance procedure may be waived only by mutual written agreement of the parties.

Failure by the Association to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. A grievance may be terminated at any time upon receipt of a signed statement from the Association that the matter has been resolved.

Failure by the County to respond to a grievance within the time limits specified herein shall constitute the County's rejection of the grievance at that step and allow the grievance to be pursued by the Association at the next step. The Association shall not be required to pursue to binding arbitration any grievance which, in its sole determination, lacks merit.

Article 14 – Compensation

Section 1. Wages:

Effective on and retroactive to July 1, 2022, wages for bargaining unit employees shall be increased by four (4%) percent.

Effective the first pay period after July 1, 2023, wages for bargaining unit employees shall be increased by three (3%) percent.

Effective the first pay period after July 1, 2024, wages for bargaining unit employees shall be increased by three (3%) percent.

Section 2. Step Advancement:

It is the intent of the parties to achieve and sustain maximum productivity per employee during the term of this agreement. In return to the County for the wage rate and compensation herein provided and consistent with the principal of a fair day's work for a fair day's pay, the Union pledges its agreement with the

objective of achieving the highest level of employee performance and efficiency consistent with safety, good health and sustained effort. New employees hired as Deputies shall be eligible for step advancement after 6 months employment and on the annual anniversary of their hire date. Employees will generally be eligible for step increases on their anniversary date. Step increases will be granted on the basis of satisfactory performance, as determined through evaluation. New employees hired at step TR1 of the Dispatch classification may be eligible for a step increase after 6 months and again at their anniversary based on performance and meeting any certification requirements. In the event a step increase is to be denied, the employee will receive written notice ninety (90) days prior to their anniversary date. This notice shall consist of the reason(s) why the increase is being denied and the action necessary, if any, to earn the increase. The employee will be re-evaluated at the end of the ninety (90) day period.

If the denial is claimed to have been made arbitrarily or unreasonably, that issue may be submitted for grievance.

Section 3. Pay Period:

Wages for all employees shall be in accordance with Schedule "A" Wages. Employees shall be paid twenty-four (24) times/year. Pay periods shall be computed twice monthly, with the first period running from the first day of the month through the fifteenth day of the month. The second pay period shall be computed from the sixteenth day of the month through the last day of the month. The employee's salary for the first pay period shall be paid by noon on the twenty-third (23rd) day of the month and the salary for the second pay period shall be paid by noon on the eighth (8th) day of the following month. In the event the eighth or the twenty-third falls on a Saturday, Sunday or holiday, the employee shall be paid on the last working day before the eighth or the twenty-third.

Section 4. Certification Pay:

Employees who possess an intermediate or advanced DPSST certification shall receive respectively an additional four (4) percent or eight (8) percent per month.

Section 5. Longevity Pay:

1. Longevity pay, shall be awarded in the amount of 2.5% increase after five (5) years in the department and additionally 2.5% increase for each five (5) years of longevity thereafter, up to 30 years.
2. Longevity pay increases shall become effective at the start of the payroll period following the

anniversary date of employment.

Section 6. Living Allowance:

The Deputy Sheriff whose normal full-time assignment is the City of Cascade Locks shall receive a living allowance of not less than fifty dollars (\$50) and not more than three hundred dollars (\$300) per month, as budgeted and determined annually by the City of Cascade Locks.

Section 7. Bilingual Incentive:

Employees demonstrating proficiency in reading, writing and speaking Spanish as a second language, shall be compensated at an additional one hundred twenty-five dollars (\$125.00) per month, upon successful completion of a proficiency exam by the Sheriff.

Section 8. Trainer Pay:

Employees who complete DPSST certification as trainers shall receive \$50.00 per week during periods in which they are appointed and authorized as designated trainers of other full time employees for a specific period as designated by management.

Section 9. Canine Handler:

Effective May 1, 2014 a Deputy Canine Handler will receive a monthly stipend of \$250. This position shall be an assignment by the Sheriff and will adhere to the Hood River County Sheriff's office Canine Unit Policy.

Section 10. 911 Dispatch Training Coordinator:

In order to provide a well-developed and best practices training for new dispatchers and enhance the ongoing training and certification of all 911 dispatchers the 911 Commander may assign, at his/her discretion, the position of Dispatch Coordinator. This assignment will provide a \$100 per month stipend, whether the Coordinator is actively training another Dispatcher or not.

Section 11. Search and Rescue (SAR) Coordinator Assignment:

As the county needs, SAR Coordinator Assignment will be opened. This assignment, when opened, will be available to employees who meet the minimum qualifications and ability to fulfil the duties as outlined in the appointment description. The Sheriff will notify current employees when an assignment becomes

available. Current employees who meet the minimum qualifications, as laid out in the SAR Coordinator assignment description and after a fair competitive process, are then appointed by the Sheriff and will receive a \$125.00 per month stipend. The County currently has two (2) approved SAR Coordinator Assignments.

Article 15 – Overtime

Section 1. Overtime:

The Sheriff or one of his or her supervisors, whenever in their judgment they deem it necessary, because of emergency or for the purpose of efficiency, economy, or otherwise, may require one or more employees to work overtime on any day, at any hour, and for so long a period of time as they specify. An employee shall be compensated at the FLSA applicable rate of time and one/half for work under the following conditions, but in no event shall such compensation be received twice for the same hours:

- a. All assigned work in excess of normal assigned work hours in any work day.
- b. All assigned work in excess of forty (40) hours in any work week except as may be required by shift rotation.

Section 2. Form of Compensation:

1. Overtime compensation shall be in the form of compensatory time off or in cash, as follows:
 - a. Employees shall be allowed to accumulate overtime to a maximum of one hundred sixty (160) hours of compensatory time.
 - b. Holiday Compensatory time, excluding personal holidays, in excess of forty-eight (48) hours, must be used within twelve (12) months after the date it is accrued.
 - c. All accumulated compensatory time in excess of one hundred sixty (160) hours shall be paid in cash at the end of the month (“second pay period”) following the date the overtime was worked.
2. The County shall pay an employee for accumulated compensatory time upon termination or ending of employment.

Section 3. Overtime Assignments:

When an assignment does not require special skills, knowledge or abilities, the work shall be offered to bargaining unit members in order of seniority before being offered to non-bargaining unit members. When

the Sheriff determines that an overtime assignment requires special skills, knowledge or abilities, the Sheriff may make that assignment immediately.

When the County needs an employee to work overtime, the County shall utilize a seniority call-out list for Deputies, and 911 Dispatchers. When an overtime assignment is identified, the administration will attempt to get the word out to everyone eligible along with a suspense time and date for reply. The senior deputy or dispatcher responding within the timeframe will be given the assignment. When time is short for filling an overtime assignment, it will be filled by the first deputy or dispatcher available as calls are made down the seniority list.

Assignments that do not require special skills, knowledge or abilities include but are not limited to regular patrol duties, transport duties, security duties which are not routinely filled by reserves and all functions associated with emergency 911 Dispatch duties.

The HRCLEA shall provide the County with a current list of deputies and dispatchers by seniority, with their most current contact numbers.

Section 4. Mandatory Overtime for Dispatcher:

Mandatory overtime is defined as overtime that a Dispatcher does not volunteer to perform. When mandatory overtime is necessary, the County shall select employees from the top of an overtime list by reverse seniority. After a Dispatcher performs a mandatory overtime shift or takes a voluntary overtime shift, they will be moved to the bottom of the overtime list regardless of seniority.

Article 16 – Recruit Schools

Recruits, including lateral transfers, attending the DPSST Basic and/or Police Career Officer Development schools shall be compensated at the appropriate monthly salary for the classification as set forth in this Agreement. Recruits assigned to DPSST Basic or Police Career Officer Development schools may be scheduled to work irregular shifts or hours without the Employer incurring overtime or penalty payment liability. Additional compensation shall only be paid for hours worked in excess of forty (40) hours in each work week. A work week is defined, for this assignment, as 12:00 am Sunday through 11:59 pm Saturday. Hours worked in excess of the forty (40) hours in each work week will be compensated in the form of compensatory time at a rate of one and one half (1.5) times the employee's regular rate of pay. All accumulated compensatory time in excess of one hundred sixty (160) hours shall be paid in cash at the end of

the month (“second pay period”) following the date the overtime was worked. The County shall pay an employee for accumulated compensatory time upon termination or ending of employment. The Employer may schedule a one (1) hour unpaid lunch during DPSST Basic or Police Career Officer Development schools.

Article 17 – Benefits

Section 1. Medical Insurance:

The County shall contribute 85% of the premiums for the full time employee and/or employee and dependents the employee shall contribute 15% of premiums.

(Note: The County does not provide dual or double coverage for an employee whose spouse is also covered under a County medical plan.)

The County shall make available to employees, 30 days in advance of each contract year, a choice of health plans unless the Benefit and Fact Finding Committee recommends a single plan. The County will not voluntarily change insurance carriers or benefit levels without first arranging to meet with the Education and Fact Finding Benefit Committee member volunteers and elected union officers to consider alternative plans and/or benefit levels. The Committee will make recommendations to the Board of Commissioners.

Section 2. Dental Insurance:

The County shall provide dental insurance coverage for full time employees. The County shall contribute a maximum of \$100.00 per month for full family coverage.

Section 3 VEBA:

The employer shall pay a HRA/VEBA contribution of \$75 per month for each employee. Each member of the Law Enforcement Association shall contribute, through payroll deduction paid on the 23rd of each month, \$50.00 per month to the HRA/VEBA account and the County will contribute an additional match contribution of \$50.00 per month for each member, totaling a County contribution of \$125 per month.

Section 4. Life Insurance:

The County shall provide employees with Life insurance coverage for each employee in the amount of ten thousand dollars (\$20,000).

Section 5. Worker’s Compensation:

All employees will, in accordance with applicable statute, be insured under the Worker's Compensation Law. Employees may utilize any accrued leave for the first three calendar days if the period of temporary disability is for less than 14 calendar days (for non-hospitalized injuries). During the period of temporary total disability, the County will continue to contribute towards the cost of medical, dental, and life insurance as though the employee were working.

An employee who has sufficient sick or other leave accumulated and who is eligible for workers' compensation payments shall receive, at the employee's option, prorated sick leave payments equal to the difference between their workers' compensation payment and their net salary.

Article 18– Strikes and Lockouts

During the term of this Agreement and any extension thereof, there will be no strikes, no work slowdowns, nor any other concerted interruptions of County service by the employees, actual or constructive, or lock out, actual or constructive, by the County. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Association or by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action may be taken by the County against any employee or employees engaged in a violation of this Article.

There shall be no lockouts by the County, actual or constructive, as long as this Agreement is in effect. The Association and the County agree to take immediate action to terminate any violation of the provisions of this Article.

Article 19 – Contract Work

Section 1:

Unless mutually agreed, the County will not contract out or subcontract any work now performed by employees covered by this Agreement when such would result in layoff of any bargaining unit employee(s) and the County is unable to find suitable or comparable alternate employment for the employee(s). However, this provision shall not apply to contracting out or subcontracting work when such was anticipated and considered as a part of the budgeting process and when the Association Business Representative and/or President have been notified of the specific plan and its probable impact at least thirty (30) days prior to adoption of the annual executive budget or form a Board consideration of budget modifications.

Section 2:

The County agrees to meet with the Association to discuss the effect of proposed contracting out or subcontracting prior to the presentation of the proposal to the County Administrator or Board for formal action.

Section 3:

The County further agrees to meet with the Association, at its request, to explore the alternative of work force reduction by attrition. The County also agrees that, to the extent practicable, transfers shall be made to open vacancies and re-employment of employees affected by such action shall occur for as long as they are so qualified in accordance with established layoff guidelines. The Association agrees to assist the County in minimizing the impact on such affected employees.

Article 20 – Safety Committee

An employee shall be selected by the Association to serve, and shall serve, as a member of the County Safety Committee. The employee shall be compensated at their regular rate for all time spent performing Safety Committee work.

Article 21 – Savings Clause

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the court's decision, and the remainder of this Agreement shall not be affected thereby; and, upon issuance of such a decision, the County and the Association will enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement.

Article 22 – Duration and Termination

Section 1. Duration:

This agreement shall be effective from its execution and shall remain in full force and effect, as of its execution to June 30, 2025. After becoming effective, this agreement shall not be modified in whole or

in part by the parties except by instrument, in writing, duly executed by both parties.

Section 2. Termination:

This agreement shall be renewed from year to year after June 30, 2025 and shall be binding for an additional period of one (1) year unless either the County or the Association provides written notice to the other not later than December 1, 2024 of its desire to modify the agreement for a successive term or to terminate the agreement. The agreement shall remain in full force and effect during the period of negotiations for a successor agreement.

FOR HOOD RIVER COUNTY

DocuSigned by:
Michael J. Bates
59708B871C71447

Commissioner, Chair

DocuSigned by:
Karen Joplin
82BE666D9F65445...

Commissioner

DocuSigned by:
with B. [unclear]
A36E3CD306B040D

Commissioner

DocuSigned by:
Les Perkins
7D0D39EC2E0E492...

Commissioner

Commissioner

10/18/2022

Date

FOR THE SHERIFF:

[Signature]
Signature

APPROVED AS TO FORM:

[Signature]
Labor Counsel for LEA

10/8/22

Date

FOR THE ASSOCIATION:

[Signature]

[Signature]
Negotiating Team

[Signature]
Negotiating Team

[Signature]
Negotiating Team

[Signature]
Negotiating Team

[Signature]
Labor Counsel for County
10/10/2022
Date