

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

KLAMATH COUNTY PEACE OFFICERS' ASSOCIATION

and

KLAMATH COUNTY

July 1, 2015 through June 30, 2018

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PREAMBLE

THIS AGREEMENT is entered into by the Board of Commissioners for Klamath County, Oregon, (hereinafter referred to as the "County"), the Klamath County Sheriff, (hereinafter referred to as the "Sheriff"), and the Klamath County Peace Officers Association, (hereinafter referred to as the "Association"). As used in this Agreement, "Office" refers to the Klamath County Sheriff's Office.

The purpose of the Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits and other conditions of employment and to establish a procedure for the resolution of disputes which arise under the Administration of this Agreement. It is understood and agreed that there is a division of responsibility between the County, and the Sheriff in the establishment of wages and benefits and the administration of the Sheriff. This division occurs by operation of the Oregon Revised Statutes and the Constitution of the State of Oregon. Compliance with the following Articles, or portions thereof, is the responsibility of the County or the Sheriff in accordance with their responsibilities and prerogatives under law.

ARTICLE 1 - RECOGNITION

Section 1.1 Recognition. The County recognizes the Association as the exclusive bargaining agent for all regular full-time and regular part-time employees, except confidential and supervisory employees and employees covered by another collective bargaining unit employed in the following designated classifications:

The County recognizes the Association as the exclusive bargaining agent for all regular full-time and regular part-time employees, except confidential and supervisory employees and employees covered by another collective bargaining unit employed in the following designated classifications:

- Patrol Deputy
- Patrol Corporal
- Corrections Deputy
- Corrections Corporal
- Records Clerk
- Jail Clerk
- Transcriptionist
- Senior Civil Deputy
- Civil Deputy
- Court Security Deputy

All references to employees in this Agreement shall be construed to mean regular full-time and regular part-time employees, and not temporary or seasonal employees. For the purposes of this Agreement, a regular full-time employee is one who is hired into, appointed to, or currently occupies a position that is authorized, budgeted, and designated as a regular full-time position. Such a full-time position will normally be scheduled to work a maximum of 2080 hours per year. A regular part-time employee shall be an employee who is hired into, appointed to, or currently holds a position that is authorized, budgeted, and designated as a

regular part-time position. Such a part-time position will normally be scheduled to work a maximum of 1560 hours per year. A temporary employee is an employee hired who is hired into, appointed to, or currently occupies a position that is authorized, budgeted, and designated as a temporary position. Such a temporary position shall be limited to a total of 1040 hours per year, but no more than six (6) months continuous employment per year.

Reserve officers and other Sheriff's auxiliary personnel assigned or employed in accordance with Article 32, relating to reserves, are excluded from the bargaining unit.

Section 1.2 Changes in Unit. If the duties of any existing classification are changed substantially, or if a new position or classification is added into the bargaining unit, a proposed wage scale shall be assigned to the position, and the County shall forward the new or changed class and proposed wage to the Association for review. The contract will then be subject to reopening for the sole purpose of negotiating a wage for the class. If the parties cannot agree to the wage after negotiations and mediation, the parties shall select an arbitrator from a list secured from the State Employment Relations Board and the matter shall be submitted to binding arbitration.

The County and the Association shall each submit a single wage rate for the newly created position and the arbitrator shall be limited to the selection of either proposed wage rate. Expenses for the arbitrator shall be borne by the losing party, but each party shall be responsible for any other costs it incurs. Nothing in this Agreement shall be construed to prevent the County from filling the newly created position and paying the proposed wage, subject to adjustment based upon the wage established in accordance with this Section.

ARTICLE 2 - RELATIVE RIGHTS

Section 2.1 Management Rights. The Sheriff and the County shall retain all the customary, usual, and exclusive rights, functions, and authority connected with the responsibility to manage the affairs of the County and the Sheriff's Office including but not limited to the right:

1. To determine the specific programs and services offered by the County, and the methods, means, and facilities by which they shall be effectuated.
2. To determine the nature and qualifications of the work force, to introduce and assign duties and equipment, to direct and evaluate the employees in the performance of their work assignments.
3. To promote, layoff, and to discipline, demote and discharge employees for just cause, and to discharge probationary employees at will.

Section 2.2 Employee Rights. The rights of the employees and the Association are limited to those set forth in this Agreement and as otherwise provided by law.

Section 2.3 Responsibilities Conferred by Law. The Association recognizes the Sheriff's and the Commissioners' constitutional and statutory responsibilities provided for under Oregon law. This Agreement does not diminish the Sheriff's responsibilities to act to meet

the law enforcement needs of the County on a day-to-day basis. The parties recognize that the responsibilities of the Sheriff for the management of the Sheriff's Office are functions to be exercised exclusively by the Sheriff within the fiscal constraints imposed by the Board.

Section 2.4 Past Practices. The parties recognize the County's full right to direct the work force and to issue rules, regulations, and procedures. These rights are diminished only by the law and this Agreement, including interpretative decisions. The County is not limited, confined, or restricted by past practice, rule, custom, or regulation in making changes in policies, procedures, rules, and regulations to carry out the mission of the Sheriff's Office. However, the County agrees that it will not change its past practices which constitute mandatory subjects of bargaining without notifying the Association of its intent to do so and bargaining as required by the Public Employee Collective Bargaining Act (PECBA) upon the receipt of a timely request to do so over the change.

Section 2.5 Subcontracting. The County shall notify the Association of the possibility of the County subcontracting out work and/or services currently performed by members of the bargaining unit. At the time such notice is given to the Association, the County and/or the Association will notify the Employment Relations Board that the parties have entered negotiations concerning subcontracting and ask that a mediator be assigned this issue and schedule, in advance, mediation sessions should the parties reach impasse during negotiations. The parties agree that negotiations regarding the decision and impact of the subcontracting shall continue for no longer than thirty (30) days from the receipt of the County's notice. The first negotiation session shall be scheduled no later than ten (10) working days of receipt of the County's notice.

Section 2.6 Complete Agreement. Pursuant to their statutory obligations to bargain in good faith, the County and the Association have met in full and free discussion concerning matters in "employment relations" as defined by ORS 243.650(7). This contract incorporates the sole and complete agreement between the County and the Association resulting from these negotiations. The parties agree that neither has any further obligation during the term of this Agreement to bargain wages, hours or working conditions provided that the parties recognize that nothing in this agreement affects the Association's right to bargain over changes in mandatory subjects of bargaining as provided by state law.

ARTICLE 3 - ORDERS AND REGULATIONS

Section 3.1 General Orders and Rules and Regulations Provided. The County agrees to provide to each employee of the bargaining unit access to the current General Orders, and Rules and Regulations of the Sheriff and revisions thereof. New employees shall be granted access as soon as possible after being hired. The Sheriff agrees to negotiate, as required by state law, with the Association concerning the impacts of any change in the general orders and rules and regulations of the Sheriff that affects wages and hours.

Section 3.2 Compliance. Upon receipt and after review, employees will acknowledge in writing that they have read and understand the general orders, rules, regulations and policies of the Sheriff, and that they shall comply with them and with the terms of this Agreement. Employees are responsible for keeping abreast of changes, modifications, additions,

and deletions to the rules, regulations, policies and general orders provided by the Sheriff. Supervisors shall update and keep current the collection of orders, regulations and policies furnished by the Sheriff.

Section 3.3 Posting and Notice. Special orders of a temporary duration shall be posted on the mandatory reading clip board. Standard operating procedures and general orders of a more permanent character shall be copied to each employee, posted on the mandatory reading clip board and reviewed with employees at shift briefing.

Section 3.4 Agreement Copies. The Association is solely responsible to its members for the distribution of this Agreement and the Sheriff shall furnish copies to non-represented employees and County officers and officials throughout the term of this Agreement. The parties agree to share the cost of printing this Agreement on a pro rata basis.

Section 3.5 Access to Policies. The main Sheriff's Office policies are available on-line and each employee has a user name and password to access them.

ARTICLE 4 - COUNTY AND ASSOCIATION SECURITY

Section 4.1 No Strike Provision. The Association recognizes the detriment and disservice caused the citizens for which they serve by striking and agrees that during the life of the Agreement, neither the Association nor its members shall engage in, initiate, sponsor or direct a strike, secondary boycott, picket, "blue flu", work slow down, work stoppage, or work speedup for the purpose of inducing, influencing, or coercing a change in the conditions or compensations, or the rights, privileges, or obligations of their employment.

Section 4.2 Picket Lines. The Association and its members, while acting in the course of their employment, shall not honor any picket line.

Section 4.3 Association Cooperation and Control. In the event of a violation of this Article and notification of such by the County, the Association shall immediately notify and instruct the employees orally and in writing that such action is in violation of this Article and that they are to return to normal service immediately. The Association shall take other affirmative steps, as required in good faith cooperation with the Sheriff, to bring about a stoppage of such violation. The Sheriff shall have the right to discipline any member of the Association found in violation of this Article, including discharge, and such discipline shall not preclude or restrict the County's recourse to any other available remedies including an action for injunction or damages. However, this Agreement shall not be construed to create any cause of action against the Association for damages incurred as a result of a violation as a result of this Article.

Section 4.4 No Lock-Out Provision. There will be no lock-out of employees in the unit by the County as a consequence of any dispute arising during the life and duration of this Agreement.

ARTICLE 5 - CHECK-OFF

Section 5.1 Dues Deduction. The County, when so authorized and directed in writing by an employee member of the Association on the authorization form provided by the County, will deduct regular Association dues from wages of such 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 month. The County will not be held liable for check-off errors, but will make proper adjustments with the Association for errors as soon as is practicable.

Section 5.2 In-Lieu-Of-Dues Deductions. The parties recognize that the Association represents every member of the bargaining unit, thereby making each member of the bargaining unit the recipient of the Association's collective bargaining representation. Any employee who, thirty (30) days after his date of hire or certification of the Association, is not a member of the Association and chooses to remain a non-member of the Association, shall proportionately and fairly share in the cost of the collective bargaining process. Therefore, the cost per bargaining unit member shall be fixed by the Association. Such amount shall be deducted monthly, upon receipt of appropriate authorization, from the compensation of each non-member and remitted monthly in the aggregate to the Association. Such authorized deduction for this fair share contribution is to be considered a condition of continued employment absent action pursuant under Oregon Administrative Rule 115-030-0000.

Section 5.3 Religious Objections. Any individual employee who objects to a payment-in-lieu-of-dues on bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall inform the County and the Association of the objection. The employee will meet with the representatives of the Association and establish a mutually satisfactory arrangements for distribution of a contribution of an amount of money equivalent to regular Association membership dues, initiation fees, and assessments, if any, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof to the County that such has been accomplished, as appropriate.

Section 5.4 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 or any combination thereof arising from the sole application of this Article. In the event that any part of this Article shall be declared invalid or that the monthly service fee shall be ordered reimbursed to any non-member, the Association and its members shall be solely responsible for such reimbursement.

ARTICLE 6 - NON-DISCRIMINATION

Section 6.1 Employee Rights. Employees shall have the right to join and participate in the activities of the Association for the purpose of representation in matters of employee relations. Employees shall have the right to refuse to join or participate in the activities of the Association. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

Section 6.2 Non-Discrimination. The provisions of this Agreement shall be applied equally to all members in the bargaining unit without discrimination as to marital status, sex, race, color, religion, national origin, union affiliation, or political affiliation, or disability that is subject to reasonable accommodation. Employee rights and employer duties under this section shall be construed as entirely consistent with Oregon and federal law. An alleged violation of this provision shall be subject to the grievance procedure but shall exclude the arbitration step unless the employee elects the arbitration step and contemporaneously releases the Sheriff and the County from any liability determined by an administrative or judicial tribunal and waives the right to bring discrimination charges in exchange for the right to proceed to arbitration on the discrimination issue, with the acceptance and approval of the County.

ARTICLE 7 - CONTRACT NEGOTIATIONS

Should negotiating sessions with the County be scheduled during duty hours, up to three members of the Association's negotiating team shall be permitted to attend negotiations on duty without loss of pay subject to the bargaining team's primary responsibility to respond to necessary service requirements during bargaining. Not more than one (1) employee attending negotiations on duty shall be drawn from a single job classification. Employees shall not receive compensation for time spent negotiating outside their scheduled shift. The date, time and place for negotiating sessions shall be established by mutual agreement with the intent to reasonably avoid or minimize paid time for the Association's negotiating team.

ARTICLE 8 - ASSOCIATION REPRESENTATIVES

Section 8.1 Association Activities. The Association will certify its selection of Association representatives, responsible for representation of bargaining unit employees who may represent employees to the Sheriff in writing. Duties performed by Association Representatives except attendance at meetings with the Sheriff, Supervisory personnel, and aggrieved employees arising out of a grievance already initiated by an employee shall not interfere with the Association Representatives' or other employees' regular work assignments as employees of the County. Except for brief comments or conversations or meetings permitted by this Section, contacts between Association representatives and employees shall be made outside work hours.

Section 8.2 Representation Activities. The Association president or acting representative, in furtherance of working on a contract administration issue may have incidental use of County resources necessary for Association representation (business, telephone, photocopy, facilities or similar resources). The Association shall reimburse the County for long distance calls and copies which are other than incidental at a level established by the public records law in order for the County to recover actual costs. One Association representative at grievance meetings, arbitrations and any other union activity conducted with management shall participate without loss of wages. Arrangements including flexing of shifts shall be made if approved and agreed upon by the Sheriff in advance relating to attendance by any additional representatives.

ARTICLE 9 - BULLETIN BOARD

The County agrees to furnish and maintain two (2) suitable bulletin boards, one (1) located in the Sheriff's briefing room and one (1) located in the Jail, both at locations designated by the Sheriff. The Association may share adequate space on a larger bulletin board encompassing materials posted by the Sheriff. The Association shall limit its posting of notices and bulletins to such facilities provided in accordance with this Article. The bulletin boards and other facilities shall be kept in an orderly and current condition at all times by the Association.

ARTICLE 10 - SENIORITY

Section 10.1 Seniority Defined. Seniority shall be defined as the uninterrupted length of service by an employee within the bargaining unit (department seniority) following the most recent date of hire or rehire. Employees recalled from the layoff recall list shall have all previously accrued seniority reinstated at the time of recall. Ties in seniority shall be broken by lot. Seniority will be used to bid vacations, to determine layoff and recall issues in accordance with Article 28 and to bid shifts in accordance with Article 16.

Section 10.2 Seniority List. The County will provide the Association a copy of the current seniority list.

Section 10.3 Loss of Seniority. An employee shall lose all seniority in the event of voluntary quitting or discharge for cause. Upon reinstatement, seniority may be restored by arbitral award or judicial order.

Section 10.4 Seniority Grace Period. If a promotion was taken outside the bargaining unit by a bargaining unit member with a minimum of five years seniority at the time of the promotion, that employee's seniority will be frozen and a grace period equal to the time spent in the bargaining unit will be retained by that employee. That grace period will allow that employee to bump back into the unit and displace the least senior member of the previously held non-probationary classifications. At the end of the grace period, all bargaining unit seniority rights shall be forfeited and the employee cannot thereafter bump back into the bargaining unit.

ARTICLE 11 - WORKING OUT OF CLASSIFICATION

Section 11.1 Out-Of-Class Assignments. An employee assigned the full duties and responsibilities regularly assigned to an employee of higher classification for any consecutive period in excess of one (1) day shall receive a working out of class premium of five (5%) percent for all hours worked out of classification.

Section 11.2 Corrections Clerk. Any clerical employee in the corrections facility who operates the master control, or performs a clothed or unclothed search of prisoners shall be paid at Step 1 of the Corrections Officer wage scale, rounded to the nearest quarter hour.

A Corrections Clerk working out of class on an overtime basis shall be paid at time and one-half of the rate of pay for the out-of-class work (i.e., at the Step 1 Corrections Deputy rate). Corrections Clerks performing overtime work in their regular position shall be paid at time and one-half of the regular rate of pay for the position.

The Sheriff will make every attempt to assign a deputy in master control when feasible, though the parties recognize that a clerk may be so assigned in order to avoid cancellation of time off or excessive overtime expense, and/or to grant deputy time off.

ARTICLE 12 - HOURS OF WORK

Section 12.1 Regular Hours. Except in emergencies, or other situations beyond the Sheriff's control, employees shall be scheduled to work a regular shift and each shift shall have regular starting and quitting times (starting and quitting times may vary from day to day) and the hours of work shall be consecutive. The Sheriff may establish any regular shift schedule, intended to be of continuing duration, consistent with past practice and the terms of this Article. The Sheriff will provide thirty (30) days notice of a change in the regular shift schedule, except when a change is required due to a combination of unforeseen circumstances and operational needs, or a training assignment. An emergency situation is defined as any situation reasonably determined by the Sheriff, or his or her designee, to represent an actual or potential risk of property damage or loss or personal injury and that will require more personnel than is scheduled to be available during the foreseeable course of the emergency situation.

Section 12.2 Meal Periods. Except as required by operational necessity as determined by the shift supervisor, Patrol Deputies, Corrections Deputies, and Jail Clerks shall have an uninterrupted thirty (30) minute meal period on duty time as close as reasonably possible to the middle of each shift. These meal periods are compensated as hours of work, and an employee shall not be entitled to additional compensation in the event such periods cannot be taken. All other employees shall have an uninterrupted meal period of at least thirty (30) minutes.

Employees assigned to work in the jail shall be permitted to eat meals prepared and provided by the jail at no cost to the employee while on duty. Such employees are not free to leave the facility during the shift.

Section 12.3 Rest Periods. Except as required by operational necessity as determined by the shift supervisor, all Association members shall have two (2) uninterrupted fifteen (15) minute rest periods on duty time each scheduled as near as possible to the middle of each half shift. Rest periods are compensated as hours of work and an employee shall not be entitled to additional compensation in the event such periods cannot be taken.

Section 12.4 Workweek. The regular workweek shall consist of five (5) consecutive eight (8) hour work days followed by two (2) consecutive days of off-duty time. The Sheriff may elect a workweek based on four (4) ten (10) hour work days followed by three (3) consecutive days of off-duty time. The Association and the County may, by mutual agreement, employ any other regular, flexible work schedule intended to achieve a comparable purpose for the entire Sheriff's Office or any team or unit thereof, either permanently or temporarily as required.

Section 12.5 Minimum Off-Duty Time. Except in emergency situations, employees shall be afforded a minimum of eight (8) hours off-duty time between shifts. If the terms of this Section are violated by the Sheriff or the County, the employee will be paid at the

overtime rate for the first four (4) hours of the quick-shift. This Section applies to the regularly scheduled starting and quitting times and restricts only the Sheriff's ability to schedule shifts. This Section does not affect regular starting times following an overtime, holdover, or callback situation.

Section 12.6 Days Off. At least forty-eight (48) hours, if 5/8 schedule is employed, or at least seventy-two (72) hours, if a 4/10 schedule is employed, shall elapse between the quitting time of the shift preceding an employee's regularly scheduled days off and the starting time for the employee's next regular shift. This Section applies to the regularly scheduled starting and quitting times and restricts only the Sheriff's ability to schedule shifts. This Section does not affect regular starting times following an overtime, holdover, callback, or court callback situation.

Section 12.7 Phone Calls. Phone calls received at home by employees for the purpose of questions or inquiries on work-related subjects are considered work performed. However, consistent with all time recording under the Fair Labor Standards Act, if the time is considered de minimus, it will not be compensated. Phone calls less than seven and one-half (7-1/2) minutes will not be compensated. Employees who are engaged in phone calls that are at least seven and one-half (7-1/2) minutes in length will receive overtime pay rounded to the nearest quarter of an hour. Section 14.2 does not apply to this section.

Employees who take a County vehicle home are expected to take their County issued cell phone, to answer that cell phone when they receive a call from a supervisor or 9-1-1 center, and to respond to call-backs when available to do so. Overtime for call-back responses shall commence at the time the call is received.

Section 12.8. Minimum Staffing. At all times minimum staffing shall be the number mutually agreed upon between the Sheriff and the Association. However, the parties recognize and agree that the staffing levels are contingent on there being sufficient funding available in accordance with Article 34.

ARTICLE 13 - OVERTIME

Section 13.1 Overtime. All hours of work performed by an employee in excess the following shall be paid as overtime:

1. All hours in excess of eight (8) hours per day if a 5/8 schedule is employed;
2. All hours in excess of ten (10) hours per day if a 4/10 schedule is employed;
3. All hours in excess of forty (40) hours in a work week, and
4. All hours worked outside the employee's regularly scheduled work shift.

No employee may work overtime unless authorized by the Sheriff or the Sheriff's designee. An employee shall not be paid overtime for working an additional, unscheduled or partial shift on any day when the employee has taken earned leave.

Section 13.2 Overtime Compensation. Overtime shall be paid at the rate of time and one-half the regular rate of pay. Employees may elect to accrue compensatory time in lieu of overtime payments in accordance with Section 13.3 below.

Section 13.3 Compensatory Time. This agreement constitutes the parties' agreement regarding the use of compensatory time pursuant to 29 CFR § 553.23 et seq. Compensatory time will be accrued at the overtime rate and paid at the straight time rate. Compensatory time may be earned and taken off with the Sheriff's approval. Employees may accumulate up to sixty-four (64) hours of compensatory time. Upon termination of employment or death of the employee, accrued compensatory time will be paid to the employee or heirs, whichever the case may be, at the final regular rate earned by the employee. Compensatory time will be taken off by employees at times which do not disrupt operations or cause the County hardship or otherwise avoidable overtime expense. The Sheriff may substitute cash overtime in lieu of compensatory time off if an agreement to schedule requested time off cannot be reached.

ARTICLE 14 - DUTY AND COURT CALL-BACK AND ON-CALL PAY

Section 14.1 Shift Extensions. To be eligible to receive call-back pay, the reporting time must occur more than one (1) hour prior to the start of, or more than one (1) hour after the conclusion of, the employee's shift. Should the reporting time occur within one (1) hour of either side of the employee's regularly assigned shift, the time worked shall be deemed an extension of the shift and shall be compensated at the appropriate rate (see Article 13, Section 13.1) and shall not be subject to the call-back minimums provided herein.

Section 14.2 Duty and Court Call-Back Pay. If an employee is called back to perform duty or for court outside the employee's regularly scheduled work shift, the employee will be guaranteed a minimum of three (3) hours pay at the overtime rate. In no event shall compensation be received twice for the same hours. This provision shall not apply to DMV telephonic hearings performed outside of the workplace, which shall be paid for actual time worked with a minimum of one (1) hour pay. This section does not apply to Section 12.7, Phone Calls.

Section 14.3 Call-Back Flex. If an employee is called back to duty within one (1) hour before the employee's regularly scheduled shift, the Sheriff may, under these limited circumstances, end the employee's shift up to one (1) hour early to the extent necessary to avoid overtime.

Section 14.4 Scheduled Overtime Minimum. If an employee is mandated to attend a department or police function (including training, meetings, shoots, etc.) the employee will receive a minimum of one hour pay at the overtime rate. Compensatory time may be agreed to by the employee attending non-mandatory training and the Sheriff or designee.

Section 14.5 On-Call Pay. Patrol deputies on “on-call duty” are those who have been instructed by the County that they: (1) must be available by cellular phone at all times during a designated period as determined by the Sheriff; and (2) must be within thirty (30) minutes of their assigned patrol vehicle.

Patrol deputies on “on-call duty” shall be responsible to perform assignments and respond to calls as required by the County. The employees shall receive “on-call pay” compensation of five percent (5%) of their regular hourly rate during the designated period and generally receive three (3) hours minimum call out pay at the overtime rate pursuant to the provisions of this Article. Employees on “on-call duty” are required to take home a patrol vehicle and cellular phone in order to respond to calls for service. At the Sheriff’s sole discretion, an employee may be granted an exemption from the “take home” requirement if there are reasonable grounds for it.

An on-call list for after hours calls shall be established. Deputies and Corporals may sign up for on-call coverage on a voluntary basis, in order of bargaining unit seniority. If on-call shifts exist after the voluntary sign up, the County shall assign on-call from a mandatory list in inverse order of bargaining unit seniority with approval from the Sheriff or his designee. Once a deputy is assigned a mandatory on-call shift, his/her name is moved to the bottom of the mandatory list.

When assigning to mandated shift of on-call, the Sheriff or his/her designee will make every effort to not assign on a member’s day off, or prior approved vacation or compensatory time. The Sheriff or Designee will also take the prior 24-hour work shift into consideration so as not to create a safety issue. Members who fall into the above categories will be passed over for the current mandated assignment but remain at the top of the list for the next assignment.

ARTICLE 15 - RESIDENT DEPUTIES

Section 15.1 Regular Hours and Shift Schedule. Except in emergencies, Resident Deputies shall be scheduled to work regular shifts with regular starting and quitting times and shall be assigned forty (40) hour work weeks with regular, consecutive days off. However, in accordance with past practice and to avoid predictable law enforcement coverage, the regular shifts are not permanent and the Sheriff may direct flexible work shifts that vary from the regular schedule. Resident Deputies shall be notified five (5) days in advance of a schedule modification directed by the Sheriff. The total number of hours worked on a Resident Deputy's weekly schedule shall not be reduced by the directed modification.

Section 15.2 Resident Deputy Shift Extension. To be eligible to receive call-back pay, the reporting time must occur more than two (2) hours prior to the start of, or more than two (2) hours after the conclusion of, the Resident Deputy's regular shift. Should the call-back occur within two (2) hours of either side of the Resident Deputy's regularly assigned shift, the time worked shall be deemed an extension of the shift and compensated at the appropriate rate and shall not be subject to the call-back minimums provided in Section 14.2.

Section 15.3 Resident Deputy Call-Back Flex. If a Resident Deputy is called back to duty within two (2) hours before the Resident's regularly schedule shift, the Sheriff may, under these limited circumstances, end the Resident Deputy's shift up to two (2) hours early to the extent necessary to avoid overtime.

Section 15.4 Resident Deputy Overtime. Resident Deputies shall earn overtime compensation in accordance with Article 13 related to overtime except as restricted by this Article.

Section 15.5 Resident Deputy Reimbursement. Any employee assigned to serve as a Resident Deputy and live outside the immediate Klamath Falls area shall receive five percent (5%) of base wages per month which the parties agree constitutes reasonable and fair compensation for the extra duties incurred and performed by such Resident Deputies.

Section 15.6 In-Town Deputy Position. Resident deputies are appointed to this assignment with the understanding that, unless the Sheriff otherwise agrees for promotion, hardship or other reason, the deputy will serve in the resident deputy position for at least four (4) years. After serving for at least four years, a resident deputy may transfer to fill a vacant local deputy position.

ARTICLE 16 - SCHEDULING

Section 16.1 Shift Bidding. On or about November 1 of each year, the Sheriff will post the shift assignments for each four (4) quarters of the year beginning January 1. Non-probationary employees may bid preference for such posted shift assignments by bargaining unit seniority, for a maximum assignment of nine (9) months on any one shift. This rule requires each employee to bid off at least one shift per year. Such preference shall be honored subject to the following restrictions:

1. It is recognized that it is the Sheriff's right and obligation to ensure that each shift is manned to the optimum efficiency. The Sheriff shall retain the right to adjust the shifts as bid and to move employees from one shift to another for reasonable operational need including training and supervision that cannot be received on the employee's shift/work team. Adjustments based on operational need will be explained, and the reasons documented in writing to the employee.

2. If the Sheriff determines that a shift needs to be adjusted, the Sheriff will move the least senior employees possible to resolve the issue.

3. Subject to reasonable operational needs, employees may trade a shift provided that the trade is arranged pursuant to FLSA shift trading requirements. Non-probationary employees may trade an entire quarter bid shift (even if it results in an employee remaining on the same shift for the entire year), if another employee is willing to make the trade and with supervisor approval.

4. Probationary employees, main office clerks, detectives, transport deputies, resident deputies, court security deputies, and marine deputies are not subject to the requirements of this Article.

5. When vacancies occur due to retirement or otherwise, the vacant position on the schedule may be filled by the most senior deputy who volunteers for that position. If an employee volunteers to fill that shift vacancy, the vacation bid may not be honored if an employee on the new shift has already exercised a seniority vacation bid for the same time period.

6. All corporals within a division shall bid against themselves by seniority for designated shifts.

Section 16.2 Shift Rotation. For purposes of this shift rotation as outlined in this Article, and taking precedent over any other provision in this Agreement regarding overtime, it is agreed that, during the period of time at shift changes, the computation of compensation and overtime will be done in compliance with 7k exemptions of the FLSA. With an employee's agreement, there shall be no more than seven (7) consecutive days of work assigned as a result of shift change. Section 7(k) treatment shall apply when a shift change is mutually agreed upon for the convenience of the employee or for reasons related to assignment.

An employee who believes that because of shift change the employee works less hours than he would have otherwise, may, within seven (7) calendar days after the shift is finalized, volunteer for extra work. If the Sheriff determines that extra work is needed, the Sheriff will give those employees a chance to take the available assignments at straight time rate. An employee who turns down such an opportunity shall have waived any claim for extra work.

ARTICLE 17 – HOLIDAYS

Section 17.1 Sworn Officer Holidays. All employees, except those listed in Section 17.2 of this Article, shall earn and take twelve (12) paid floating holidays per calendar year. A paid holiday shall be one (1) regularly scheduled shift (eight (8) hours or ten (10) hours, based on the employee's regularly scheduled shift). A holiday shall accrue on the first of each month and shall be scheduled to be taken no later than at the conclusion of the quarter in which it is earned, except as provided for in Article 18 related to vacation bids and extensions.

Holiday time off shall be scheduled and/or bid in advance with the Sheriff's approval. The parties recognize the benefits of taking holiday time off as the benefit is earned throughout the year and that flexibility in scheduling holiday time off is desirable for both the County and the Association. The Sheriff and the employees agree to and shall cooperate in scheduling holiday time off with the intent to schedule twelve (12) holidays off per calendar year, and with the intent to do so in a manner which does not interfere with Sheriff's operations.

If holidays cannot be scheduled and taken off, the County will pay for unused holidays in the year in which the holidays are earned in the month of December. This payment for unused holidays will be available only when the Sheriff and the employee are unable to schedule the holiday off due to the operating needs of the Sheriff's Office. The holiday hours

shall be paid at the straight time rate as a cash payment to the employee. The employee must attempt to schedule the time off prior to October 1st.

Notwithstanding the language in the above paragraph, employees may choose on an annual basis to cash out up to 2 days of accrued holiday time in the first pay day of December. Employees must notify the County's payroll clerk of their desire to cash out accrued holiday time no later than November 15. The cash out will be paid in the form of wages to the employee.

Section 17.2 Other Employees' Holidays. Employees in the Civil/Records Division, Main Office Clerks, Detectives, Court Security Officers, and Transport Deputies will receive the following paid holidays:

New Year's Day	President's Day
Martin Luther King's Birthday	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Veterans Day
Two (2) Floating Holidays*	Christmas Day

* To be scheduled in advance and approved by the Sheriff.

Detectives and Transport Deputies shall receive one (1) additional floating holiday, to be scheduled in advance and approved by the Sheriff.

Jail Clerks will receive 12 paid floating holidays in lieu of the holidays listed above (including the two floating holidays).

Employees subject to this Section who are required to work on a holiday listed above shall be paid for hours worked on the holiday at two and one-half (2 1/2) times the employees regular rate of pay.

Section 17.3 Weekend Holiday. Whenever a holiday falls on Saturday, the preceding Friday shall be considered to be the holiday. Whenever a holiday falls on Sunday, the following Monday shall be considered to be the holiday.

Section 17.4. Holiday - Leave Overlap. When a holiday falls while an employee is on authorized sick leave or any other paid leave, except vacation, the holiday will not be charged against holiday leave and an additional holiday may be scheduled off by mutual agreement between the supervisor and employee.

ARTICLE 18 - VACATIONS

Section 18.1 Vacation Accrual. Regular employees shall be entitled to earn vacation time. Vacation time shall accrue on a monthly basis and shall vest after successful completion of six (6) months of service. After six (6) calendar months of employment, full-time employees shall be credited with six (6) workdays of vacation leave and regular part-time

employees shall be credited with vacation leave as provided in Section 18.6. Thereafter, vacation shall accrue on a monthly basis according to the following table.

Years of Service	Vacation Hours Per Year	Vacation Hours Per Month
0- 5 Years	96	8
Commencing in 6th year	120	10
Commencing in 10th year	156	13
Commencing in 15th year	180	15
Commencing in 20th year	192	16

Employees shall accumulate no more than two (2) years of vacation accrual at any one time. The expectation is that the employee shall monitor and manage their vacation leave bank. The parties recognize the benefits of taking vacation time off as the benefit is earned throughout the year and that flexibility in scheduling vacation time off is desirable for both the County and the Association. The Sheriff and the employees agree to and shall cooperate in scheduling vacation time off and with the intent to do so in a manner which does not interfere with Sheriff's operations.

Employees who have reached their maximum accrued vacation and have had their requested vacation time off denied by the Sheriff due to the operating needs of the Sheriff's Office, shall be compensated for the excess hours at the straight time rate.

Section 18.2 Years of Service. For the purpose of vacation accrual, "years of service" is defined as that service unbroken by separation from County service other than by military, Peace Corps, vacation, sick leave, disability leave or other authorized leave. Employees returning from such leave or employees who were laid off, shall be entitled to credit for service prior to and including the leave or lay-off.

Section 18.3 Vacation Scheduling. Employees shall be responsible for planning and initiating requests for vacation time and for ensuring their bank has adequate earned leave. Vacation leave may be taken in blocks and shall be bid and scheduled by mutual agreement between the employee and the Sheriff based upon the operational needs of the Sheriff's Office as determined by the Sheriff and vacation availability on the Sheriff's Office vacation calendar for employees by position classification. A "block" is at least one shift and not more than three (3) weeks. Once bid the vacation shall be taken.

The vacation bid sheet shall be posted during the first week in January for the subsequent year. Employees may bid for desired blocks of vacation during January through March of each year. All employees shall have the opportunity to bid up to two blocks of vacation of consecutive time off in the first round of bidding. After completion of the first round, a second round of bidding shall occur during April for those desiring to participate, and

each may bid up to two blocks in this round, one block of which may be bid based on holiday time alone. Any vacation bid may be extended at the time of the bid by up to seven (7) days based on utilization of holiday time. Seniority preferences apply only to vacation bids made pursuant to this article in January through April. The employee with the most bargaining unit seniority (per Section 10.1) shall be awarded vacation preference. After completion of the bids, employees shall be eligible for vacation on a first come/first served basis. Either party may reopen the articles relating to vacation and holiday bidding at any time in order to adjust the process, provided however that any change shall be based on mutual agreement only.

Section 18.4 Vacation Accrual on Termination or Death. After six (6) months service, upon the termination or resignation of any employee for any reason, or in the event of the death of an employee, all accumulated vacation time shall be paid either to the employee or their heirs, whichever the case may be.

Section 18.5 Vacation Accrual and Charges for Ten Hour Employees.

In those instances where the ten (10) hour work day applies, vacation accumulation and charges against such accumulations shall be made on ten (10) hour per day basis.

Section 18.6 Part-Time Employees Vacation Accrual. Part-time employees shall accrue vacation leave as provided by Section 18.1 above on a prorated basis equal to the percent of hours worked.

ARTICLE 19 – ADMINISTRATION OF SALARY PLAN

Section 19.1 Salary Schedule.

Effective and retro-active to July 1, 2015, wages shall be increased by 1.5%. Only employees on the payroll as of the ratification date of the collective bargaining agreement are entitled to the retroactive wages. Effective July 1, 2016, wages shall be increased by 2%. Effective July 1, 2017, wages shall be increased by 2.5%

Employees will advance to their next step on each employee's anniversary date, unless unsatisfactory performance is documented. However, the County may reduce an employee in steps as a corrective action or disciplinary measure for less than satisfactory performance. If such action is taken, it shall constitute discipline subject to the grievance procedure.

Section 19.2 Pay Day. Pay day shall be the day established by the County for all County employees. Any change in such pay schedule shall be predicated on sixty (60) days notice. In the event the County changes the pay day schedule pursuant to this Section, it is agreed by both parties that the County will assist and/or intervene on behalf of bargaining unit members in adjusting payment schedules with lending institutions during the sixty (60) day notice period.

Section 19.3 Change in Classification. When an employee is promoted to a higher classification, the employee will not suffer a reduction in compensation due to the promotion.

When patrol and corrections deputies move between these two classifications, the employee shall retain placement in the same step in the new salary range.

Section 19.4 Certification/Education Pay. Sworn employees subject to DPSST certification shall receive monthly Certification (for the current classification) and education pay calculated as a percentage of base hourly salary and added thereto to the following:

1. Intermediate DPSST Certificate - 3.0%
2. Associate Degree in Law Enforcement or related subject matter - 2.5%
3. Advanced DPSST Certificate - 6%
4. Bachelors of Arts or Science - 5%
5. Bilingual in Spanish or sign language - 2.5%

Spanish fluency in street-Spanish as spoken in Klamath County. Bilingual proficiency to be determined by a court interpreter who shall verify fluency to an extent which is reliable and admissible in judicial proceedings. The maximum allowable premium pay for any combination education, certification and bi-lingual premiums listed above shall be ten percent (10%). An employee may claim only one certification premium and in addition one education premium.

6. FTO Premium. Employees trained and certified as an FTO shall be paid a five percent (5%) premium while assigned to train a recruit or probationary employee. An employee that has a probationary employee assigned to them for a shift and who fills out a Daily Observation Report (DOR) will receive (5%) for that day.

7. Dogmaster/Handler. Dogmaster and Dog Handler canine training activities shall be conducted on-duty. Dogmasters and Dog Handlers accept and may resign from the position voluntarily. Acceptance of the assignment is based upon willingness to care for the animal off-duty as a family pet. Employees who serve as Dogmasters or Dog Handlers shall receive a pay differential of five percent (5%) of their base salary while serving in that capacity, and shall not receive overtime wages for off-duty care of the animal as a family pet. The parties intend to compensate for the off-duty care, feeding and grooming at the overtime rate computed based upon the FLSA or Oregon minimum wage (whichever is greater). The five percent (5%) differential compensates for approximately 45 minutes per day. The parties agree that not more than 45 minutes per day is required for off-duty care of the animal. This agreement is based in part upon the Letter Ruling of September 25, 1985, of the Deputy Administrator, Wage and Hour Division, United States Department of Labor. The parties agree

that commuting to work with the dog does not constitute "hours of work" solely because the dog is in the vehicle.

Dogmasters and Dog Handlers shall not be entitled to a call back premium when duty concerns emergency care of their animal. Such time shall be treated as overtime.

8. Other Employees. Recognizing that there is no certification plan available for non-sworn employees, a formula using education and years of County service will be used. Years as used below means years of continuous service (versus intermittent) in a KCPOA-represented classification. All employees not subject to DPSST certification are eligible for monthly education/longevity pay calculated as a percentage of base hourly salary and added thereto as follows:

- a. Associate Degree or Bachelor of Arts or Science Degree and five years of service: 2%
- b. Bachelor of Arts or Science Degree and ten years of service: 4%

Section 19.5 Corporal Differential. The Corporal wage scale shall be computed as five percent (5%) above the Deputy scale, first step to first step, and the step differentials shall be maintained at five percent (5%) from step to step based on division. Upon promotion, the Corporal shall be placed at the step nearest to and greater than the employee's former pay step in the lower classification.

Section 19.7 Deputies Assigned as Detectives.

Deputies assigned as Detectives shall receive an additional five percent (5%) premium pay on top of their base rate. Detectives shall participate in a call out rotation, the maintenance and publication of which they shall be responsible for.

Section 19.8 Patrol Investigator.

When the Sheriff assigns a uniformed patrol deputy to serve in a joint patrol/investigator capacity, i.e. School Resource Officer (SRO), during such assignment the deputy shall receive an additional two and one half percent (4.5%) premium pay on top of the base rate.

ARTICLE 20 - TRAVEL PAY

Employees shall receive the travel allowances and entitlement provided for in the Klamath County travel policy applicable to all County employees. For the term of this Agreement, the County agrees to maintain the allowances and entitlement provided for in the Travel Policy. However, the County's mileage rate for bargaining unit members shall not be less than the IRS rate; mileage reimbursement must be authorized by a supervisor and use of a County vehicle in lieu of a personal vehicle for County travel may be required.. Employees shall be allowed to claim the County per diem rate without reference to their expenditure for each meal. The Association will be provided a copy of the County travel policy upon request.

ARTICLE 21 - CLOTHING AND UNIFORM

Section 21.1 Uniforms Provided. Every employee in the bargaining unit required by the Sheriff to wear a uniform shall be furnished three (3) uniforms by the County. The cost of the uniforms including initial tailoring shall be paid by the County as shall necessary replacement or repair.

Section 21.2 Deputies Assigned as Detective.

Deputies assigned as Detectives shall receive an additional four percent (4%) clothing allowance.

Section 21.3 Uniform Maintenance. Employees who wear a uniform in the line of duty will be authorized cleaning of uniforms through a contract cleaning vendor in accordance with past practice.

Section 21.4 Personal Equipment. Personal property limited to necessary leather, weapons, eyeglasses, dentures, watches, handcuffs, and other property and equipment approved by the Sheriff as documented on the employee's personal property list, which is damaged or destroyed in the line of duty shall be repaired or replaced at County expense, ordinary wear and tear excluded. Any restitution received through order of a court or from any other source shall be offset against the repair or replacement costs paid by the County.

ARTICLE 22 - SICK LEAVE

Section 22.1 Accrual of Sick Leave. Full-time employees covered by this Agreement shall accrue sick leave at the rate of eight (8) hours per month up to a total of seventeen hundred (1,700) hours. Part time accruals are pro rata. Employees shall accrue sick leave from the beginning date of employment but shall not be eligible to use paid sick leave until the employee's 91st calendar day of employment. Sick leave shall neither accrue, nor be granted during any period of leave of absence without pay.

Section 22.2 Allowed Uses of Sick Leave. An employee who is unable to perform his duties by reason of personal illness or injury, pregnancy, necessity for medical or dental care, exposure to contagious disease, or for any reason covered by the Oregon sick leave law may utilize his accrued sick leave. Employees may utilize sick leave for the care of an immediate family member pursuant to the requirements of the FMLA, OFLA, and Oregon sick leave law. The ability to attend work regularly is an essential job function; abuse of sick leave shall be dealt with in accordance with S.O. Manual dealing with absenteeism. No sick leave with pay shall be granted for any injury resulting from outside employment.

Section 22.3 Substantiation. In the event the County identifies and documents objective observations consistent with abuse of sick leave or sick leave time exceeding three (3) working days may require medical certification and evidence that the employee was under a health care provider's care. When sick leave is used for family leave purposes, or a leave is declared to be family leave by the County on a provisional basis, the leave will be counted against the employee's family leave entitlement. The employee may be required to have the employee's health care provider complete a medical certification form to support the use of sick

leave running concurrently with family leave and to obtain second and/or third opinion as provided by law. Should the employee be required to provide a certification or to obtain a second or third certification for family leave purposes, the employer shall bear the cost of the second and third certifications. Employees may be required to provide a fitness for duty certification before returning from family leave taken for the employee's own serious health condition. Such a certification shall be paid for by the County.

An employee who is absent for more than three (3) days in a family leave calculation year for the purpose of caring for a child who requires home care may be required to obtain certification to support any subsequent absence for this purpose. The certification of a health care provider cost incurred by the employee, if any, shall be paid by the County. Rights and responsibilities under this Agreement shall be construed in a manner which is consistent with the federal and Oregon family leave laws.

Sick leave for care of an immediate family member under an FMLA certified event shall not be counted for sick time policy, counseling and discipline purposes.

The County, at County expense, may require an employee to obtain medical certification of illness without restriction if reasonable grounds exist to suspect the employee's absence constitutes abuse of sick leave under the Sheriff's Office policy.

Section 22.4 Definition of Immediate Family. For the purposes of this Article, an employee's "immediate family" is defined to include the employee's spouse, parent, parent-in-law, or biological, adopted, step- or foster child, a person with whom the employee is or was in a relationship of in loco parentis, or a same-sex domestic partner, with a serious health condition.

Section 22.5 Employee Notification of Inability to Work. Any employee who is ill and unable to report to work shall provide as much advance notice as possible, and if reasonably possible (i.e.: unless precluded by the condition or hospitalization), notify their immediate supervisor at least two (2) hours prior to their reporting time. In the case of a continuing illness, the employee shall continue to notify their immediate supervisor of their inability to report to work.

Section 22.6 Disposition of Accrued Sick Leave. Sick leave is provided by the County in the nature of insurance against loss of income due to an employee's injury or illness. No compensation for accrued sick leave shall be provided to any employee upon termination of employment except that upon death, eligible retirement under applicable law or lay-off after five (5) years of continuous service, 1/2 of an employee's accrued but unused sick leave up to fourteen hundred (1400) hours will be paid to the employee or to his beneficiary, as the case may be.

Section 22.7 Sick Leave Incentive.

An employee who is past the first six (6) months of employment and uses no sick leave in a calendar quarter shall be paid a wellness/attendance incentive of \$200.

ARTICLE 23 - LEAVES OF ABSENCE

Section 23.1 Leave of Absence Without Pay.

A. Request. Upon request by an employee, the Sheriff may grant a leave of absence without pay not to exceed ninety (90) calendar days. Requests for such leave must be in writing and establish reasonable justification for the leave consistent with the needs of the employee and the Sheriff. The request must also state the beginning and ending times for such requested leave and not exceed the limits set forth herein. Such leaves may be renewed or extended by appropriate action of the Sheriff.

The Sheriff shall issue a written order which either grants, denies, or modifies with consent of the employee, the leave of absence request.

B. Standards of Approval. In reviewing the request, the Sheriff shall determine whether the services performed by the Sheriff's Office will be handicapped by the temporary absence of the employee and whether the leave serves the interests of the employee and the Sheriff. Subject to the Sheriff's discretion, leaves of absence will not be approved if the Sheriff would be handicapped by the employee's absence or if the request was made to allow the employee to accept outside employment. Where appropriate, the Sheriff may grant a leave of absence subject to reasonable conditions. Any conditions imposed on the leave shall be specified in the order granting the leave of absence.

C. Benefits During Leave. During any such leave in excess of twenty (20) work days, the County may maintain, at the employee's option and expense all benefits provided for by this Agreement, except for vacation and sick leave accrual. The employee shall state in the application for leave whether the employee desires to maintain the benefits, and, if so, shall agree to pay the total cost of benefits incurred. The County shall have no obligation to continue benefits during leaves in excess of twenty (20) working days unless the employee pays the cost of such benefits in advance of the date when the County's payment is due. The Sheriff may grant a leave of absence with specified benefits paid by the County.

Section 23.2 Military Leave. Military leave shall be granted in accordance with the law applicable to the County. The County shall comply with all State and Federal Military Leave Laws. To maintain the operational integrity of the Sheriff's Office during periods of military leave, the Sheriff may adjust the work schedules of the employee(s) on military leave so that their scheduled military leaves coincide with their scheduled days off. The Sheriff may also, if necessary to maintain the operational integrity of the Sheriff's Office, require any employee to reschedule days off or to temporarily forgo the use of accrued compensatory time, holidays, vacations, or other available leaves. Employees who request military leave must advise their supervisor immediately upon receipt of their duty orders. The County shall require a copy of official orders and endorsements. Employees on military leave shall not be entitled to compensation for holidays that fall during the period of their military leave.

Section 23.3 Maternity Leave. Maternity leave shall be taken subject to the certification of the employee's doctor that it is reasonably necessary and shall be charged against the employee's leave bank in accord with Oregon law.

Section 23.4 Jury Duty. Employees shall be granted leave with pay if called for jury duty. Compensation received for jury duty shall be verified to the County and shall be remitted to the County upon receipt. Upon being excused from jury duty for any day, an employee shall immediately contact the Sheriff or their immediate supervisor for assignment for the remainder of their workday, if any.

Section 23.5 Civil Witness Appearance. Leave of absence with pay, including travel time, shall be granted for attendance in civil court cases in connection with the employee's officially assigned duties. Leave of absence with pay, including travel, shall also be granted for an appearance connected with an employee's official duties before any legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or at the direction of proper authority, provided, however, that compensation received for such appearance shall be verified to the County and shall be remitted to the County upon receipt.

Section 23.6 Medical and Dental Appointments. It is the responsibility of the employee to make every effort to schedule appointments during off-duty hours. When an employee's work schedule is such that the employee cannot schedule such appointments outside of work hours, appointments will be scheduled so as to minimize interference with the work schedule. Time off with pay in order to attend medical and dental appointments not to exceed three (3) hours in any one (1) month will be granted without reduction of sick leave.

Section 23.7 Association Business. Employees elected to any Association office, or selected by the Association to do work which takes them from their employment with the County, may be recommended by the Association President to the Sheriff for a leave of absence without pay.

Section 23.8 Bereavement Leave. In the event of a death of an employee's immediate family, the County grants up to five (5) working days, with pay, to handle family affairs and attend the funeral. Under this Article, immediate family is defined as: spouse, same sex domestic partner, child, parent, grandchild, grandparent, brother, brother-in-law, sister, sister-in-law, present mother-in-law or father-in-law, son-in-law, daughter-in-law, step-parent or step-child. The Sheriff may grant bereavement leave in other circumstances as deemed appropriate.

Section 23.9 Conditions. Any employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of the leave of absence, shall be considered as having resigned the employee's position with the County unless the employee, prior to the expiration of the approved leave of absence, has made application for and been granted an extension of the leave, or who has furnished evidence that the employee is unable to return to work by reason of illness, injury, or circumstances which the Sheriff judges to be reasonably unforeseeable and which necessitated a minor delay in the employee's attempt to return to work.

Section 23.10 Parental and Family Leave. Family leave may be taken pursuant to applicable state and federal law. Generally these laws provide leave for the employee's own serious health condition, for the serious health condition of specified family members, for parental leave purposes, and to care for a child who needs home care but does not have a serious

health condition. While out on such leave an employee shall utilize accumulated vacation time, compensatory time and holiday time in that order, and may utilize sick leave in accordance with Article 22.3 before or after taking other paid time. After using all paid time the employee may take leave without pay unless state or federal law requires otherwise and the employee requests otherwise in writing. Except as provided by law, family leave shall not exceed twelve (12) weeks without prior approval from the County. An additional twelve (12) weeks leave may be available for a female employee who needs pregnancy disability leave, and, if the employee (male or female) utilizes family leave for parental leave purposes, additional leave may be available to care for a sick child who requires home care, but does not have a serious health condition.

Section 23.11 Concurrent Leaves. Except where otherwise required by law, all leaves including sick leave, vacation leave, bereavement leave, leave for a workers' compensation injury or illness, state and federal family leave, will run concurrently and be counted against the employee's annual family leave entitlement when the leave is for a family leave purpose. If the leave is for a family leave purpose, the employee may be required to provide certifications of health care providers substantiating the reason for the leave, including second and third opinions and fitness for duty certifications. Certifications required by the County will be at County expense. It is up to the County to notify the employee that a leave is being counted against the employee's family leave entitlement.

ARTICLE 24 – INSURANCE

Section 24.1 Life Insurance. The County shall provide twenty-four (24) hour term life insurance coverage for each employee subject to this Agreement in the amount of \$5,000 except PERS P & F eligible employees for whom the County shall provide twenty-four (24) hour term life insurance coverage in the amount of \$20,000. In recognition of the greater exposure to danger, the County shall provide twenty-four (24) hour term life insurance coverage in the amount of \$10,000 for employees in the Civil Deputy classification. Employees are eligible to purchase additional life insurance by payroll deduction through the County's life insurance provider.

Section 24.2 Medical, Dental and Vision Insurance.

The County will provide health insurance benefits. If a different provider is selected by the County, the insurance plan shall be the same, comparable or better than the current plan. Effective July 1, 2015, the County will contribute one thousand three hundred forty-five dollars (\$1,345) towards the cost of medical, dental and vision insurance. Only employees on the payroll as of the ratification date of the collective bargaining agreement are entitled to the County's retroactive increases toward the cost of medical, dental, and vision insurance. Effective July 1, 2016, the County will contribute one thousand three hundred ninety-five dollars (\$1,395) towards the cost of medical, dental and vision insurance. Effective July 1, 2017, the County will contribute one thousand four hundred forty-five dollars (\$1,445) towards the cost of medical, dental and vision insurance.

The County will maintain the KCPOA bargaining unit members' participation in an HRA VEBA (Voluntary Employees' Beneficiary Association) plan for employees and continue making monthly contributions equal to two and a half percent (2.5%) of the top step of Corrections Officer. The parties recognize that VEBA contributions represent part of total compensation in the form of wages directed by the bargaining unit into the HRA VEBA benefit fund.

ARTICLE 25 - WORKERS' COMPENSATION

All employees are covered for accidents on the job under the Workers' Compensation laws of Oregon. When an injured employee must take time off by reason of an occupational injury or disability, the employee will receive time-loss payments from the County's Workers' Compensation insurer. In addition, supplemental benefits will be provided as follows:

A. The first three (3) months following an on-the-job injury, the County will supplement the employee's time-loss benefits in an amount necessary to equal the injured employee's net regular salary after taxes.

B. After three (3) months following the date of an on-the-job injury, at the employee's option, accrued sick leave, vacation, and compensatory time may be used to supplement the employee's time-loss benefits in an amount necessary to equal the injured employee's net regular salary after taxes.

C. Following the exhaustion of the employee's benefits, the employee shall receive Workers' Compensation benefits as provided under State law.

ARTICLE 26 - RETIREMENT

Section 26.1 Non-P & F Eligible Employees. The County shall provide retirement benefits to non-police employees equal to or better than those described in the plan document. The plan shall provide a normal retirement date at age 60; a retirement benefit multiplier of one-and-three-quarters percent (1.75%) times final average pay; an employee pick-up of between four percent (4%) and seven percent (7%); and a final average pay definition that refers to the highest average monthly compensation in any consecutive thirty-six (36) month period of service within the ten (10) years prior to retirement. The plan shall contain a Modified Cash Refund Benefit Option to provide a spousal benefit. Such benefits shall become effective July 1, 1993.

Section 26.2 P & F Eligible Employees.

Section A. Public Employee Retirement System ("PERS") Members.

A. For purposes of this Article 26.2, "employee" means an employee who is employed by the County on August 28, 2003 and who is eligible to receive benefits under ORS Chapter 238 for service with the County pursuant to Section 2 of Chapter 733, Oregon Laws 2003.

B. Retirement Contributions. On behalf of employees, the County will continue to participate in and make contributions to PERS. The County does not “pick up” the six percent (6%) employee contribution to the Public Employees Retirement Fund.

Section B. Oregon Public Service Retirement Plan Pension Program (“OPSRPPP”) Members.

For purposes of this Article 26.2, “employee” means an employee who is employed by the County on or after August 29, 2003 and who is not eligible to receive benefits under ORS Chapter 238 for service with the County pursuant to Section 2 of Chapter 733, Oregon Laws 733. Contributions to Individual Account Programs will be made in accordance with the law.

ARTICLE 27 - GRIEVANCE PROCEDURE

Section 27.1 Grievance and Grievance Procedure Defined. A grievance, for the purpose of this Agreement, is defined as a dispute regarding the meaning or interpretation of this Agreement or any alleged violation of this Agreement. The following procedure shall be followed to resolve the dispute:

Step 1. The employee, with or without the Association, must submit the grievance or dispute in writing to the Division Commander within fifteen (15) calendar days of its occurrence, or knowledge of its occurrence. The grievance form is attached and marked as Appendix B to this Agreement. The grievant shall set forth a clear statement of the facts giving rise to the grievance, the provisions of the Agreement violated, and the remedy sought. The Division Commander shall meet with grievant and Association representation within seven (7) calendar days to discuss the grievance. When a grievance involves the Association as the “grieving party,” the Union president shall meet with the Division Commander at Step 1 and the Sheriff at Step 2. A grievance which affects individuals shall name each affected aggrieved employee. The Division Commander shall respond in writing to the employee within ten (10) calendar days of the meeting.

Step 2. If the grievance remains unsettled, the employee, with or without the Association, may, within ten (10) calendar days after the reply of the Division Commander is due, submit written notice to the Sheriff with the initial grievance and the Division Commander's response attached. The notice shall indicate that the employee or Association is initiating Step 2 of the grievance procedure. The Sheriff shall respond in writing to the employee and the Association within fifteen (15) calendar days of receipt.

Step 3. If the grievance remains unsettled, the Association may notify the Sheriff in writing of its intent to arbitrate the dispute within fifteen (15) calendar days after the reply of the Sheriff is received by a designated Association Representative.

After notice of arbitration has been submitted, the Sheriff or the Association may singularly or jointly request the State Employment Relations Board for a list of eleven (11) arbitrators. The parties shall select an arbitrator from the list by mutually agreeing to an

arbitrator or by alternatively striking names. The first strike shall be determined by coin flip and the final name on the list shall be the arbitrator. The arbitrator's decision shall be final and binding, shall be within the scope and terms of this Agreement, and shall not modify the Agreement. The arbitrator shall be asked to submit the written award within thirty (30) calendar days from the date of the hearing.

Section 27.2 Timeliness and Waiver. Any and all time limits specified in the grievance procedure may be extended by mutual consent of the parties. Failure to meet filing time limitation on the part of the grievant shall render the grievance moot and it shall be considered waived. If the County fails to answer within the time limits set forth in this Article, the grievance shall automatically proceed to the next step. A grievance may be withdrawn at any time upon the receipt of a signed statement from the Association. Any aspect of the grievance process may be modified by mutual consent.

Section 27.3 Suspension and Discharge Grievances. Grievances by a suspended or discharged employee shall commence with Step 2. All other grievances shall commence with Step 1.

Section 27.4 Arbitration Expenses. Each party shall be responsible for paying the cost of presenting its own case in arbitration, including the payment of witness fees, if any. The cost of the arbitrator and the hearing room shall be borne by the losing party. The question of who the "losing party" is shall be submitted to the arbitrator who rendered the decision in question. The arbitrator's subsequent designation of the "losing party" shall be final and binding. If the arbitrator cannot designate which party is the loser, each party will pay one-half (1/2) the cost of the arbitration. The cost of a court reporter, if any, shall be shared equally if both parties request the record. If only one party desires a record, the cost shall be borne by the party requesting it. The other party may purchase a copy of the record from the Court Reporter.

Section 27.5 Disclosure of Personnel Records. The Association may request the Sheriff to produce copies of sections of the grievant's personnel file and any other file kept on the affected employee, deemed relevant by the Association to the matter in dispute. Such copy shall be provided within a reasonable time at no cost to the Association.

ARTICLE 28 - LAY-OFF AND RECALL

Section 28.1 General Lay-Off.

The Sheriff, in the case of lay-off, shall determine the number of lay-offs within each classification needed in each operational division. The County shall provide at least thirty (30) days notice of layoff. In the event of a lay-off for any reason, employees within each classification shall be laid off in the inverse order of bargaining unit seniority. Any employee who is to be laid off and has held a non-probationary appointment in another classification may elect to displace the least senior employee in the previous classification who has less bargaining unit seniority. In no event will a non-probationary employee be laid off if there are probationary employees who are being retained.

Section 28.2 Recall. Employees shall be called back from lay-off according to bargaining unit seniority in the classification from which the employee was laid off. No new employees shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work. An employee shall be considered on lay-off status for a period of thirty-six (36) months after lay-off. Any employee who is on lay-off status must send the employee's current address so that the County always has the correct address in its file. In addition, an employee who is on a lay-off status must, in order to be eligible for recall, meet the qualifications of the position and become re-certified and assume full duty without need of any further academy training in addition to the DPSST two (2) week Career Officer Development Course.

Section 28.3 Recall Notice. The County shall notify the laid off employee by certified mail addressed to the last address provided as required in Article 28.2 of any opening for which the employee is eligible for recall in his/her prior classification. The employee must respond by certified mail within fifteen (15) calendar days of receipt of notice as evidenced by the signed receipt (regardless of who signs for the certified mail). Failure to respond or to accept the position offered will result in loss of all recall rights without exception.

Section 28.4 Patrol Deputy Lay-Off. Lay-off of Patrol Deputies shall occur in accordance with Section 28.1 above, except that the County shall have the right to retain junior resident deputies without regard to seniority under the following conditions:

A. The County will provide advanced notice of the patrol deputy lay-offs and whether the County wishes to exercise its right to retain specified junior resident deputies, at least forty-five (45) days before the lay-off is implemented.

B. Senior "in-town patrol deputies" who wish to relocate and assume the position of a specified junior resident deputy, shall notify the Sheriff in writing within ten (10) days after the posted lay-off notice that they will accept the junior resident position and will reside in the resident community.

C. If the written notice required in (B) above is provided to the Sheriff, the junior resident deputy will be laid off according to seniority on the forty-fifth (45th) day after the lay-off notice was posted.

D. After the junior resident deputy is laid off, the senior in-town patrol deputy who accepted the position shall have a maximum of forty-five (45) days to establish domicile and full-time residence in the resident community. Until such residence is established, the senior in-town deputy shall be assigned resident patrol and may continue to reside in his or her former residence. After the ninetieth (90th) day following the lay-off notice, the in-town deputy will be subject to lay-off and junior resident recalled if the in-town deputy has not taken sufficient action to establish a residence in the assigned community.

ARTICLE 29 - PROBATIONARY PERIOD

Section 29.1 Probationary Period. All employees subject to DPSST certification shall serve a probationary period of one (1) year, during which an employee must

work two hundred (200) days, following completion of the DPSST academy or 18 months from hire date, whichever is less. In the event an employee does not work two hundred (200) days during this one (1) year period, the probationary period will be extended until the employee completes the two hundred (200) day requirement. Employees subject to DPSST recertification shall serve a probationary period of one year from rehire date. The probationary period for all other employees shall be twelve (12) months. Probationary employees shall have no recourse to the grievance procedure of this Agreement in matters pertaining to discipline and discharge. An employee who successfully completes probation shall be considered a regular employee and granted seniority from date of hire.

Section 29.2 Trial Service. Regular employees promoted to or employed in a different classification shall serve a trial service period not to exceed one year. During the trial service period, the Sheriff may return the employee to the classification previously held. Employees who are moved to a different classification for disciplinary reasons do not have the right to return to their prior classification if they fail trial service period in the new classification. The employee who is ineligible to return and who fails to adequately complete trial service may grieve that determination if it results in termination of employment.

ARTICLE 30 - DISCIPLINE AND DISCHARGE

Section 30.1 Discipline. Disciplinary actions include written reprimand, suspension without pay, demotion, discharge, or any combination thereof, or in lieu thereof with the consent of the employee, loss of vacation, holiday or compensatory time. Discipline shall not include administrative relief from duty with pay.

Section 30.2 Just Cause. The Sheriff will not discipline an employee except for just cause. The Sheriff will make all efforts to impose discipline in a manner which is not embarrassing to the employee before other employees or the public.

Section 30.3 Furnish Reasons For Discipline. At the time the County imposes discipline upon an employee or gives the employee notice of a pre-disciplinary or pre-termination hearing, the County will supply to the employee a complete copy of all investigative documents relating to the charges against the employee.

ARTICLE 31 - PERSONNEL FILE

Section 31.1 Personnel Record. Personnel records of the County shall be referred to as the employee's personnel record. The personnel record shall consist of the DPSST Law Enforcement Personnel Record which shall be maintained by the Sheriff and the personnel record maintained by the County's Personnel Director. These records shall constitute the official personnel record of the County and shall serve as the repository for original documents and copies of official reports, memoranda, correspondence, personnel actions, and other documents regarded by the Sheriff or the County as relevant to the employee's performance or employment.

Section 31.2 Inspection of Record. An employee or any person who presents a release and waiver of confidentiality in a form acceptable to the County and signed by the employee, may inspect the contents of the employee's record. If the personnel record contains

confidential reports from previous employers or psychological screening evaluations, or background investigations, or entrance or promotional tests of Selection Board notes, such records need not be disclosed.

Section 31.3 Critical Entries. No information reflecting adversely on an employee shall be placed in the employee's personnel files unless it bears the signature of the employee. An employee may be required by the Sheriff to sign material to be placed in the employee's personnel file providing the following disclaimer appears with the signature:

"Employee's signature confirms receipt and does not indicate agreement or disagreement with the content."

In the event an employee refuses to comply with this Article, the refusal may be noted in lieu of the employee's signature. After a reasonable attempt to present the document to the employee for signature, if an employee is not available within five (5) working days to sign documents to be placed in the employee's file, the Sheriff may place the material in the file provided the Sheriff affixes a certificate that the document was mailed to the employee at the employee's address of record. Documents placed in a personnel record without conforming to the requirement of this Section may not be used by the Sheriff in any disciplinary proceeding involving the employee.

Section 31.4 Removal of Records. An employee may request the removal of documents from the employee's personnel file. For the document to be removed, it must constitute a letter of caution, consultation, instruction, warning, admonishment or reprimand intended to correct deficiencies in performance. An employee who believes that documents contained in the personnel file are no longer timely or relevant may request the Sheriff to remove such documents from the file. The Sheriff, after review of the employee's work record and the documents at issue, shall remove the documents from the personnel file upon a determination that the documents are not sufficiently timely nor bear any relevance to a legitimate law enforcement or management concern. Documents subject to removal will be deemed no longer relevant where the employee demonstrates through sustained performance during a course of continuous employment of 36 months that the deficiency has been corrected. Documents which are removed may be retained by the Sheriff and the County in a separate system of records which shall not be considered for any purpose affecting promotion or discipline and which shall be available solely for purposes of litigation defense.

Section 31.5 Rebuttal Material. If an employee believes a document in the employee's personnel record is incorrect or derogatory, and the Sheriff and Human Resources Director do not agree to satisfactorily correct the record, the employee may deliver to the Sheriff a written memorandum addressed to the employee's own personnel file. This memorandum shall be included as part of the personnel record, provided the memorandum is relevant to the challenged documents. Any employee who believes that specific information should be removed entirely from the personnel record may petition, at any time, either the Sheriff or the Personnel Director in writing, stating the reasons which justify the action requested.

Section 31.6 Entries Dated. Each entry into the employee's personnel file shall be dated.

ARTICLE 32 - RESERVES

Section 32.1 Reserve Utilization. Reserves and other Sheriff's auxiliary personnel may be used to perform Sheriff's Office related tasks and auxiliary functions as determined by the Sheriff, including but not limited to providing law enforcement services at public events and providing law enforcement and corrections related services not restricted by this Article.

Section 32.2 Work Preservation. Reserves will not be utilized to replace bargaining unit employees in the performance of their primary and customary job responsibilities.

ARTICLE 33 – LABOR MANAGEMENT MEETINGS

Bi-monthly, and periodically as agreed by the parties, the Association Executive Board, the Sheriff and the Sheriff's command staff will meet concerning matters of mutual concern and contract administration.

ARTICLE 34 - FUNDING

The parties recognize that the revenue needed to comply with this Agreement must be approved annually by the established budget process, and in the instance of special levies and tax base elections, by a vote of the citizens of Klamath County. All employee compensation is contingent on the sources and the level of revenue available. In some instances voter approval may be required in order to maintain the work force or expand it. No lay-offs will be made unless the parties have had an opportunity to discuss alternatives which will best serve the County's citizens and the need for law enforcement service. The County will not reduce compensation provided for in this Agreement, except as a component to a broader agreement of cooperation between the Board of Commissioners, the Sheriff and the Association. Such an Agreement would encourage cooperation in unified public information campaign related to the tax base or levy election.

In the event O & C/Rural Schools related funding has been eliminated or reduced significantly in a current budget year without the probability of reinstatement within the fiscal year (that is – the money is gone in the then current fiscal year), either party may reopen the contract to address the impacts. Such bargaining shall occur as mid-term bargaining in accordance with the schedule and procedure provided for in the Public Employees' Collective Bargaining Act, and may be initiated at any time.

ARTICLE 35 - SAVINGS CLAUSE

Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by final order of any court of competent jurisdiction or administrative agency having jurisdiction over the subject matter, or by legislation of the State of Oregon or federal government, such decision or legislation shall apply only to the specific Article, Section or portion thereof directly affected. Upon issuance of any such decision or legislation, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall

continue without interruption for the term hereof. The parties agree that the Labor Agreement will not serve to restrict the County's obligation to comply with the federal and state law concerning its duty to accommodate individuals with disabilities.

ARTICLE 36 - USE OF ALCOHOL AND DRUGS

The County's general policy may apply in the Sheriff's Office, policies and procedures relative to drug and alcohol testing permit testing based only upon reasonable suspicion, not at random, and provide for confirmatory testing by Gas Chromatography/Mass Spectrometry before any conclusion is reached. The policy shall further provide that in the event a sample is requested, an employee may request that an Association representative be present if that can be done without unreasonable delay. If a sample is taken, an employee may request that a duplicate sample be drawn and preserved. The County's policy shall not be modified without negotiation with the Association. In the event the Sheriff elects to adopt a drug and alcohol policy for the Sheriff's Office, it shall be approved by County Human Resources prior to adoption and implemented after bargaining with the Association (if requested). Thereafter, the County-wide policy shall be of no further effect in the Sheriff's Office.

ARTICLE 37 - RIGHTS OF EMPLOYEES UNDER INVESTIGATION

When an employee is under investigation that could lead to disciplinary action the internal and administrative investigation will be conducted in accordance with the provisions of ORS 236.360 and in a manner which affords the employee due dignity and respect.

Whenever an internal investigation (but not a criminal investigation conducted by another agency) is commenced based on a complaint that may result in an economic sanction based on a sustained finding, the employee will receive written notice of the nature of the allegations and policy(ies), procedure(s) and/or law(s) allegedly violated at least twenty-four (24) hours prior to the interview.

ARTICLE 38 - LEGAL EXPENSE REIMBURSEMENT

The County agrees to reimburse an Association member for the reasonable, usual and customary legal fees charged by an attorney as a direct result of criminal charges or a grand jury appearance against the Association member arising out of the Association member's involvement in the proper performance of his or her duty as an employee for Klamath County. The County's obligation of reimbursement is subject to the following:

To receive reimbursement under this Article, the Association member must select an attorney from a list of attorneys that has been mutually agreed upon by the Association and the County Counsel. Within sixty (60) days of the execution of this Agreement, the Association shall submit to the County Counsel the names and professional biographies of the attorneys the Association proposes for inclusion on the list. If the County Counsel does not object, in writing, to an attorney on the list within twenty (20) working days, the attorney shall be included on this list. The names on the list shall be reviewed every six (6) months upon the request of either party. If no attorney on the list is available to represent an Association member, the Association member may obtain another attorney of his or her choosing, however, the County's obligation to reimburse will arise only if the County Counsel receives written notice of the selected attorney

from the Association within three (3) calendar days of the Association member or Association learning of the lack of availability of an attorney from the predetermined list. Following the initial meeting between the Association member and the attorney, the Association shall arrange for the attorney to provide the County, at no cost to the County, a preliminary estimate of the anticipated legal fees, costs and expenses. This preliminary estimate shall be directed to the County Counsel, the Sheriff, and the Association.

Before becoming obligated under this Article, the County shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of the time spent and a brief description of the purpose of such time. The attorney shall account for and value time at the attorney's most favorable rate, not to exceed \$120.00 per hour. If the County, in its discretion, feels the charges exceed the reasonable, usual and customary fees normally charged, the parties shall submit the matter to the Oregon State Bar Fee Arbitration program for resolution. The decision of the OSB fee arbitrator or arbitration panel shall be final and binding as to the County's obligation under this Article. Under no circumstances shall the provisions of this Article give rise to a claim of any sort against the County by the attorney retained or selected by the Association member.

Reimbursement will not be made in those instances where:

The Association member is convicted by verdict or plea, or pleads no contest to any criminal charges arising out of the incident;

The Sheriff sustains any disciplinary charge(s) more severe than a reprimand on the basis of the Association member's actions which formed any part of the basis for the possible criminal liability unless the Sheriff's disciplinary action is set aside in to on grievance appeal;

The County shall have no obligation to reimburse an Association member, the Association or counsel for the Association for costs or legal fees in any instance where the Association member or the Association elect to have counsel for the Association represent the Association member involved in the incident at any stage of the criminal proceeding, including, but not limited to, any grand jury proceeding;

The County shall have no obligation to reimburse an Association member, the Association, or counsel for the Association for costs or legal fees associated with representation at pre-disciplinary procedures; or

The County shall have no obligation to reimburse an Association member, the Association, or counsel for the Association for fees associated with representation at or in conjunction with the filing of a civil claim except in accordance with the Oregon Tort Claims Act.

The County shall have no obligation to reimburse an Association member if the County Counsel determines that the deputy's conduct constituted malfeasance in office or willful and wanton neglect of duty. This determination is subject to challenge in the manner provided for in the Oregon Tort Claims Act, and not otherwise.

Any reimbursement required by the County shall be made only at the conclusion of all criminal and disciplinary proceedings against the Association member relating to or arising out of the incident and are subject to the following monetary maximums:

Legal fees relating to a grand jury investigation and/or appearance: \$2,500.

Legal fees relating to post-grand jury indictment or other charging instrument: an additional \$5,000.

ARTICLE 39 - TERM OF THE AGREEMENT

This Agreement is effective upon ratification by both parties and shall extend through June 30, 2018. Negotiations shall commence within thirty (30) calendar days after such notice is provided on or before February 1, 2018. The Agreement shall remain in full force and effect during the period of negotiations. If neither party shall give notice as provided above, this Agreement shall remain in effect from year to year. Any specified Article or Articles of this Agreement may be opened for renegotiations by mutual written consent of both parties at any time during the life of the Agreement.

In witness whereof the parties hereto have set their hand this _____ day of January, 2016.

FOR THE COUNTY:

FOR THE ASSOCIATION:

Frank Skrah, Sheriff

Daren Krag, President

KLAMATH COUNTY BOARD OF COMMISSIONERS:

Jim Bellet, Commissioner

Kelley Minty-Morris, Commissioner

Tom Mallams, Commissioner

APPENDIX A

**KCPOA SALARY SCHEDULE
EFFECTIVE 7/1/ 2015**

PLAN "B" - KLAMATH COUNTY EMPLOYEES' PENSION PLAN

PLAN "A" - PERS RETIREMENT

PAY PLAN "B"	GRADE	STEP 1 MO.	STEP 2 MO.	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
CLERK I	PH01	\$14.17	\$14.74	\$15.33	\$15.94	\$16.58	\$17.24	\$17.93
CLERK II	PH02	\$16.61	\$17.27	\$17.97	\$18.68	\$19.43	\$20.21	\$21.02
CIVIL DEPUTY & COURT SECURITY OFFICER	PH04	\$17.72	\$18.43	\$19.17	\$19.93	\$20.73	\$21.56	\$22.42
SENIOR CIVIL DEPUTY	PH05	\$20.12	\$20.93	\$21.76	\$22.63	\$23.54	\$24.48	\$25.46
PAY PLAN "A"	GRADE	STEP 1 MO.	STEP 2 MO.	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
JAIL	PH07	\$20.01	\$21.01	\$22.06	\$23.17	\$24.32	\$25.64	\$26.82
CORPORAL	PH08	\$21.01	\$22.06	\$23.16	\$24.32	\$25.54	\$26.82	\$28.16
PATROL	PH10	\$20.61	\$21.64	\$22.72	23.86	\$25.05	\$26.31	\$27.62
CORPORAL	PH11	\$21.65	\$22.73	\$23.87	\$25.06	\$26.32	\$27.63	\$29.02

Section 19.4 Certification/Education Pay. Sworn employees subject to DPSST certification shall receive monthly Certification (for the current classification) and education pay calculated as a percentage of base hourly salary and added thereto to the following:

- Intermediate BPSST Certification - 3.0%
- Associate Degree in Law Enforcement or related subject matter - 2.5%
- Advanced BPSST Certification - 6%
- Bachelors of Arts or Science - 5%
- Bilingual in Spanish or Sign Language 2.5%

Spanish fluency in street-Spanish as spoken in Klamath County. Bilingual proficiency to be determined by a court interpreter who shall verify fluency to an extent which is reliable and admissible in judicial proceedings. The maximum allowable premium pay for any combination premiums listed above shall be ten percent (10%). An employee may claim only **one certification premium and in addition to one education premium.**

Section 19.4 (8) Other Employees. Recognizing that there is no certification plan available for non-sworn employees, a formula using education and years of County service will be used. Years as used below means years of continuous service (versus intermittent) in a KCPOA-represented classification. All employees not subject to DPSST certification are eligible for monthly education/longevity pay calculated as a percentage of base hourly salary and added thereto as follows:

- Associates Degree or Bachelor's of Arts or Science Degree plus 5 years of Service 2%
- Bachelor's of Arts or Science Degree plus 10 years of Service 4%

**KCPOA SALARY SCHEDULE
EFFECTIVE 7/1/2016**

**PLAN "B" - KLAMATH COUNTY EMPLOYEES' PENSION PLAN
PLAN "A" - PERS RETIREMENT**

PAY PLAN "B"	GRADE	STEP 1 MO.	STEP 2 MO.	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
CLERK I	PH01	\$14.45	\$15.03	\$15.63	\$16.25	\$16.90	\$17.58	\$18.28
CLERK II	PH02	\$16.94	\$17.62	\$18.32	\$19.06	\$19.82	\$20.61	\$21.44
CIVIL DEPUTY & COURT SECURITY OFFICER	PH04	\$18.07	\$18.79	\$19.55	\$20.33	\$21.14	\$21.99	\$22.87
SENIOR CIVIL DEPUTY	PH05	\$20.52	\$21.34	\$22.20	\$23.08	\$24.01	\$24.97	\$25.97
PAY PLAN "A"	GRADE	STEP 1 MO.	STEP 2 MO.	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
JAIL	PH07	\$20.41	\$21.43	\$22.50	\$23.63	\$24.81	\$26.05	\$27.35
CORPORAL	PH08	\$21.43	\$22.50	\$23.63	\$24.81	\$26.05	\$27.35	\$28.72
PATROL	PH10	\$21.02	\$22.07	\$23.18	\$24.33	\$25.55	\$26.83	\$28.17
CORPORAL	PH11	\$22.08	\$23.18	\$24.34	\$25.56	\$26.84	\$28.18	\$29.59

Section 19.4 Certification/Education Pay. Sworn employees subject to DPSST certification shall receive monthly Certification (for the current classification) and education pay calculated as a percentage of base hourly salary and added thereto to the following:

- Intermediate BPSST Certification - 3.0%
- Associate Degree in Law Enforcement or related subject matter - 2.5%
- Advanced BPSST Certification - 6%
- Bachelors of Arts or Science - 5%
- Bilingual in Spanish or Sign Language 2.5%

Spanish fluency in street-Spanish as spoken in Klamath County. Bilingual proficiency to be determined by a court interpreter who shall verify fluency to an extent which is reliable and admissible in judicial proceedings. The maximum allowable premium pay for any combination premiums listed above shall be ten percent (10%). An employee may claim only **one certification premium and in addition to one education premium.**

Section 19.4 (8) Other Employees. Recognizing that there is no certification plan available for non-sworn employees, a formula using education and years of County service will be used. Years as used below means years of continuous service (versus intermittent) in a KCPOA-represented classification. All employees not subject to DPSST certification are eligible for monthly education/longevity pay calculated as a percentage of base hourly salary and added thereto as follows:

- Associates Degree or Bachelor's of Arts or Science Degree plus 5 years of Service 2%
- Bachelor's of Arts or Science Degree plus 10 years of Service 4%

**KCPOA SALARY SCHEDULE
EFFECTIVE 7/1/2017**

**PLAN "B" - KLAMATH COUNTY EMPLOYEES' PENSION PLAN
PLAN "A" - PERS RETIREMENT**

PAY PLAN "B"	GRADE	STEP 1 MO.	STEP 2 MO.	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
CLERK I	PH01	\$14.81	\$15.40	\$16.02	\$16.66	\$17.33	\$18.02	\$18.74
CLERK II	PH02	\$17.36	\$18.05	\$18.78	\$19.53	\$20.31	\$21.12	\$21.97
CIVIL DEPUTY & COURT SECURITY OFFICER	PH04	\$18.52	\$19.26	\$20.03	\$20.83	\$21.67	\$22.53	\$23.43
SENIOR CIVIL DEPUTY	PH05	\$21.03	\$21.87	\$22.75	\$23.66	\$24.60	\$25.59	\$26.61
PAY PLAN "A"	GRADE	STEP 1 MO.	STEP 2 MO.	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
JAIL	PH07	\$20.92	\$21.97	\$23.06	\$24.22	\$25.43	\$26.70	\$28.03
CORPORAL	PH08	\$21.97	\$23.07	\$24.22	\$25.43	\$26.71	\$28.04	\$29.44
PATROL	PH10	\$21.55	\$22.63	\$23.76	\$24.95	\$26.19	\$27.50	\$28.88
CORPORAL	PH11	\$22.63	\$23.76	\$24.95	\$26.20	\$27.51	\$28.88	\$30.33

Section 19.4 Certification/Education Pay. Sworn employees subject to DPSST certification shall receive monthly Certification (for the current classification) and education pay calculated as a percentage of base hourly salary and added thereto to the following:

- Intermediate BPSST Certification - 3.0%
- Associate Degree in Law Enforcement or related subject matter - 2.5%
- Advanced BPSST Certification - 6%
- Bachelors of Arts or Science - 5%
- Bilingual in Spanish or Sign Language 2.5%

Spanish fluency in street-Spanish as spoken in Klamath County. Bilingual proficiency to be determined by a court interpreter who shall verify fluency to an extent which is reliable and admissible in judicial proceedings. The maximum allowable premium pay for any combination premiums listed above shall be ten percent (10%). An employee may claim only **one certification premium and in addition to one education premium.**

Section 19.4 (8) Other Employees. Recognizing that there is no certification plan available for non-sworn employees, a formula using education and years of County service will be used. Years as used below means years of continuous service (versus intermittent) in a KCPOA-represented classification. All employees not subject to DPSST certification are eligible for monthly education/longevity pay calculated as a percentage of base hourly salary and added thereto as follows:

- Associates Degree or Bachelor's of Arts or Science Degree plus 5 years of Service 2%
- Bachelor's of Arts or Science Degree plus 10 years of Service 4%

APPENDIX B
GRIEVANCE FORM

Date:

Grievant:

Date of Occurrence:

Article(s) Violated:

Facts:

Remedy Requested:

On Behalf of Klamath County Peace Officers' Association

DATE: _____