

M-202-22

AGREEMENT

BETWEEN

JEFFERSON COUNTY, OREGON

AND

JEFFERSON COUNTY LAW ENFORCEMENT ASSOCIATION

(July 1, 2022 to June 30, 2025)

Table of Contents

PREAMBLE..... 1
ARTICLE 1: RECOGNITION 1
ARTICLE 2: ASSOCIATION MEMBERSHIP AND CHECKOFF 1
ARTICLE 3: MANAGEMENT RIGHTS 2
ARTICLE 4: STRIKES AND LOCKOUTS 3
ARTICLE 5: HOLIDAYS 4
ARTICLE 6: VACATIONS 4
ARTICLE 7: HOURS OF WORK 5
ARTICLE 8: SICK LEAVE 7
ARTICLE 9: OTHER LEAVES OF ABSENCE 8
ARTICLE 10: COMPENSATION 9
ARTICLE 11: MAINTENANCE OF STANDARDS 13
ARTICLE 12: DISCIPLINE AND DISCHARGE 13
ARTICLE 13: SETTLEMENT OF DISPUTES 18
ARTICLE 14: PROBATIONARY PERIOD 20
ARTICLE 15: GENERAL PROVISIONS 20
ARTICLE 16: HEALTH AND WELFARE AND RETIREMENT 23
ARTICLE 17: WORKERS' COMPENSATION 24
ARTICLE 18: LIABILITY INSURANCE 24
ARTICLE 19: SAVING PROVISION AND FUNDING 25
ARTICLE 20: TERMINATION AND REOPENING 25
EXHIBIT A 27

PREAMBLE

This Agreement is entered into by and between Jefferson County, hereinafter referred to as the “County” and the Jefferson County Law Enforcement Association, hereinafter referred to as the “Association” for purposes of setting forth the full agreement between the parties concerning rates of pay, schedule of hours and other conditions of employment affecting members of the Association bargaining unit.

Both the County and the Association recognize that it is in their mutual interest to provide the highest level of service possible including safety and security. Therefore, both parties agree to promote business practices which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions. The parties will cooperate fully to secure the advancement and achievement of the purposes.

SCOPE OF AGREEMENT

This Agreement shall apply to Sheriff’s Office personnel, including law enforcement, jail, and clerical functions excluding only elected officials, confidential employees, supervisors, and reserve deputies under the conditions prescribed in Article 15, Section 8, hereof.

ARTICLE 1: RECOGNITION

Section 1. The County recognizes the Association as the sole and exclusive bargaining agent for all regular, full-time employees of the Jefferson County Sheriff’s Office in the classifications of Patrol Deputy, Corrections Deputy, Corrections Cook, Lead Cook, and related clerical employees; *excluding* supervisors (Undersheriff, Captains, Lieutenants and Sergeants), confidential personnel, emergency management coordinator, part-time employees (employees who work an average of less than 80 hours per month during any consecutive three month period), volunteers, reserve deputies, and seasonal marine and park patrol deputies.

ARTICLE 2: ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 1. Membership or non-membership in the Association shall be the individual choice of employees covered by this Agreement.

The Association shall hold the County harmless for the amount deducted from the employees’ paycheck pursuant to dues authorization form signed by employees.

Section 2. The County agrees to deduct from the paycheck of each employee who signs an authorization form the regular initiation fee and regular monthly dues uniformly required of members of the Association. Any person returning to the bargaining unit after an absence of less than 24 months shall not be required to pay a second initiation fee. The amounts deducted shall be transmitted monthly to the Association on behalf of the employees involved. Authorization by the employees shall be on present forms furnished by the County and may be revoked by the employee upon request. The performance of this service is at no cost to the Association.

Section 3. The County will give new employees a copy of the Agreement. It will be the responsibility of the Association Representative to explain the contents of the Agreement, wage rates, fringe benefits and all aspects to the new employee. Such activity can take place during work as long as it does not unreasonably disrupt the performance of duties. The County will provide a copy of the Jefferson County Policy and Procedure Manual to each new employee and make sure that the Association Representative has a copy. Provided, however, that the Association's practice does not supplant other employer practices such as new employee orientation and exit interviews as conducted by the County's Human Resources personnel.

Section 4. The County shall provide the Association upon request with all information that is reasonably necessary for the Association to conduct its business. This will include periodically updated financial information, and names, addresses, and phone numbers of all new bargaining unit members and notification of the termination of any bargaining unit member.

ARTICLE 3: MANAGEMENT RIGHTS

The County retains all the customary, usual and exclusive rights, decision-making, prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the County or any part of it. The rights of employees in the bargaining unit and the Association are limited to those specifically set forth in this Agreement and in state and federal law. The County shall have no obligation to bargain with the Association with respect to any such subjects or with respect to the exercise of its discretion and decision making regarding, the subjects covered by the terms of this Agreement nor an obligation to bargain any subject which was or could have been raised in the course of bargaining this agreement.

Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the County shall include the following:

1. To direct and supervise all operations, functions, and policies of the Sheriff's Office in which the employees in the bargaining unit are employed and operations, functions and policies in the remainder of the County as they may affect employees in the bargaining unit.
2. To close or liquidate an office, branch operation or facility, or combination of facilities, or to relocate, re-organize or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.
3. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
4. To establish, revise, and implement standards of hiring, classification, promotion, quality of work, safety, materials equipment, uniforms, appearance, methods and procedures.
5. To implement new, and to revise or discard, in whole or in part, old methods, procedures, materials, equipment, facilities and standards.
6. To assign and distribute work.
7. To contract or subcontract work as determined by the County, provided that as to work covered by the bargaining unit the County agrees to afford an opportunity to negotiate with the Association as to the effect of such action on mandatory subjects of bargaining before finalizing or implementing any decision concerning such subcontracting, utilizing the expedited bargaining process set out in ORS 243.698.
8. To assign shifts, workdays, hours of work, and work locations.
9. To designate and to assign all work duties.
10. To introduce new duties and to revise job classifications and duties within the unit.

11. To determine the need for the qualifications of new employees, transfers, and promotions.
12. To discipline, suspend, demote, or discharge an employee so long as such action is not arbitrary, in bad faith, or without just cause.
13. To determine the need for additional educational courses, training programs, on-the-job training and cross training, and to assign employees to such duties for periods as to be determined by the County.
14. Pursuant to ORS 181A.620, the right to request from other law enforcement units that subsequently employ any bargaining unit employee reimbursement for qualifying expenses incurred by the County while the employee was engaged in basic training or completing corrections Officer or police officer training.

The exercise of any management prerogative, function or right which is not specifically modified by this Agreement, is not subject to the grievance procedure, to arbitration or, as set forth above, to bargaining during the term of this Agreement. However, the County's exercise of its management rights shall not affect employment relations as defined in ORS 243.650(7) which are not covered by this collective bargaining agreement unless there is an express waiver of the right of the Association to bargain over mid-contract changes to such subjects.

The parties recognize that the Association may demand to bargain over those aspects of any policy, directive or new practice which impacts a mandatory subject of bargaining. If the Association desires to do so, it shall demand to bargain within fourteen (14) days of receipt of the notice of the change to be implemented. The Association's demand will identify the part(s) of the new policy or directive which the Association contends impacts a mandatory subject of bargaining.

Within seven (7) days of receipt of a bargaining demand, the County will communicate its agreement/refusal to bargain. Bargaining which occurs shall commence within seven (7) days or as soon as practicable and shall not exceed ninety (90) days following the delivery of the County's notice. If agreement is not reached at or before the passage of ninety (90) days, the parties shall proceed to interest arbitration as governed by Oregon's Public Employee Collective Bargaining Act.

ARTICLE 4: STRIKES AND LOCKOUTS

Section 1. The Association and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, or slowdown, picketing or any other restriction of work at any location in the County. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the County by the Association or by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the County against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the County and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the County.

Section 2. In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately upon notification attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section I above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provisions of this Agreement.

Section 3. There will be no lockout of employees in the unit by the County as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 5: HOLIDAYS

Section 1. Holidays. The following shall be recognized as holidays for employees in non-DPSST certified positions (except Field Tech/Work Crew/Dog Control):

- | | |
|-----------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King Birthday | Veteran's Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |

If an employee is on authorized vacation, sick leave, or other leave with pay when the holiday occurs, such holiday shall not be charged against such leave.

For employees in DPSST certified positions and Field Tech/Work Crew/Dog Patrol positions, in lieu of holidays, the County has agreed to "buy out" the holidays by increasing wages by 5.6%. This change will become effective July 1, 2022. Employees in these positions who work on a holiday will be paid at their regular rate.

Section 2. Holiday Pay. Fulltime employees in non-DPSST certified positions (except Field Tech/Work Crew/Dog Patrol) shall receive eight (8.0) hours pay for each of the holidays listed above on which they perform no work. Employees in less than fulltime non-DPSST certified positions (except Field Tech/Work Crew/Dog Control) shall receive prorated benefits. If an employee in a non-DPSST certified position (except Field Tech/Work Crew/Dog Control) works on a designated holiday, the employee shall receive an additional day and a half day's pay.

Holiday pay will be paid with the final check of any employee in a non-DPSST certified position (except Field Tech/Work Crew/Dog Control) who terminates employment if the period covered by the employee's salary includes the holiday.

ARTICLE 6: VACATIONS

Section 1. Monthly Accruals. Vacation accruals are earned at the end of the month. Employees are not permitted to use vacation leave prior to the leave being earned.

Full time employees shall be entitled to vacation with pay at the following rate (all hours allocated shall be prorated for employees working less than 40 hours per week):

<u>Months of Service</u>	<u>Vacation Hours/annual</u>	<u>Accrual Rate/month</u>
Less than 60 months	112 hours	9 1/3 hours per mo.
61 mo. thru 120 mo.	136 hours	11 1/3 hours per mo.
121 months and over	176 hours	14 2/3 hours per mo.

A new employee may be initially hired at a higher vacation accrual rate based on years of relevant experience. Because this is a recruitment tool, the Sheriff may use their discretion in negotiating this initial starting vacation accrual. To be effective, the Sheriff's recommendation must be approved by the Board of Commissioners. Any decision regarding application shall remain with the County and shall not be subject to the grievance procedure set forth herein.

Section 2. Continuous service for the purpose of accumulating vacation leave credit shall be service unbroken by separation from the County, except that time spent by an employee on military leave, Peace Corps duty, sick leave resulting from an injury incurred in the course of employment, and authorized educational or law enforcement training leave shall be included as continuous service. Time spent on other types of authorized leave will not be counted as part of continuous service. But, the employee shall not lose previously accrued seniority.

Section 3. Except where staffing needs of the Sheriff's Office dictate otherwise, any employee may carry only one year's accumulated vacation credit past their anniversary date of employment, with a maximum of 176 hours of vacation time; however, for the purpose of calculating unused vacation accrual upon employee departure, the accrual is limited to 160 hours. An employee who is about to lose vacation credit because of accrual limitations may, by notifying his supervisor five days in advance, absent himself to prevent loss of this vacation time. Such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay. Vacation leave shall not accrue during a leave of absence without pay or an educational leave with pay in excess of 15 calendar days. It is understood that any employee attending DPSST school will be entitled to all pay and benefits as if they were working within the County.

Section 4. Employees shall be permitted to use vacation on either a split or an entire basis, or to request vacation on a one day at a time basis. Vacation times shall be scheduled by the Sheriff based on his judgment as to the needs of efficient operations and the availability of vacation relief. Subject to the foregoing employees shall have the right to determine vacation times. Vacation time shall be selected on the basis of seniority; provided, however, that each employee will be permitted to exercise that employee's right of seniority only once during each calendar year. After employees bid once annually by seniority for time off, employees may put in requests for time off on a first come, first served basis, which shall be granted or denied depending on the reasonable operating requirements of the County.

Section 5. Termination. It shall be the choice of the employee to use unused vacation or to take pay upon termination. In the event of death, the employee's beneficiary shall receive all benefits that the employee has accrued. (Earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee.)

Section 6. Vacation Sell Back. Employees having worked for the County for more than three (3) years shall be eligible to sell back up to 80 hours of accrued vacation leave during the month of October each year. Employees shall submit this request prior to September 15th. The payout will be included in the October paycheck.

ARTICLE 7: HOURS OF WORK

Section 1. All hours of work and work schedules shall be determined solely by the County.

Section 2. Workweek. The workweek, to the extent consistent with operating requirements of the Sheriff's Office, and recognizing the necessity for continuous service to the County throughout the week, shall consist of five (5) consecutive days as scheduled by the Division supervisor.

- 2.1 In the event the Sheriff elects to schedule four (4) consecutive days of ten (10) hours work per day, the regular workweek, regular hours of work shall be scheduled by the Sheriff consistent with such weekly schedule.
- 2.2 **Alternative 12-hour Schedules.** The work schedule for corrections and patrol deputies may be four (4) consecutive days of twelve (12) hours work per day followed by four (4) consecutive days off. Regular hours of work shall be scheduled by the Sheriff consistent with such schedule. Employees working twelve (12) hour shift schedule will be paid time and one-half overtime compensation for all assigned work in excess of twelve (12) hours on any scheduled workday and all assigned work in excess of 48 hours in any eight (8) day (four days on – four days off) week. Corrections and patrol deputies will be charged twelve (12) hours leave for each twelve (12) hour shift. When an employee working a 4/12 schedule is moved to a new team or assignment, the employee is not entitled to four consecutive days off during the rotation period unless the employee works four consecutive 12-hour shifts (i.e., an employee who works three consecutive 12-hour shifts is entitled to three consecutive days off, an employee who works two consecutive 12-hour shifts is entitled to two consecutive days off, and an employee who works one consecutive 12-hour shift is entitled to one consecutive day off).

Section 3. Hours. The regular hours of work each day shall be consecutive, except for interruptions for rest and meal periods, to the extent consistent with operating requirements of the Sheriff's Office and the need for continuous service to the County through the week. In the event the County elects to schedule four (4) consecutive days of ten (10) hours work per day or four (4) consecutive days of twelve (12) hours work per day as the regular workweek, regular hours shall be scheduled by the Sheriff consistent with such weekly schedule.

Section 4. Work Schedules. Subject to Sections 1 and 2 of this Article, the work shifts shall consist of those prevailing on the effective date of this Agreement. All employees shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. Work schedules showing the employee's shifts, workdays and hours shall be posted on Sheriff's Office bulletin boards. Except for emergency situations and for the duration of the emergency, changes in work schedules shall be posted seven (7) days prior to the effective date of change.

Section 5. Rest Periods. A rest period of 15 minutes shall be permitted for all employees during each half shift, which shall be scheduled with the operating requirements of each employee's duties.

Section 6. Meal Periods. All employees except the front office employees and Civil Deputies shall be granted a paid meal period during each shift which shall normally be no less than thirty (30) minutes in duration. Front office employees and Civil Deputies shall be entitled to an unpaid meal period of sixty (60) minutes; by mutual agreement between the employee and supervisor, a 30-minute unpaid meal period may be scheduled. To the extent consistent with operating requirements of the Sheriff's Office, meal periods shall be scheduled in the middle of the work shift.

In exchange for the front office employees and Civil Deputies giving up their paid meal period, the positions received a 2.5% wage increase retroactive to July 1, 2022 (for employees on the payroll as of the final date of ratification). In addition, a new Step 7 will be added effective July 1, 2023, and a new Step 8 will be added effective July 1, 2024 (3.5% between each step).

Section 7. Shift Bidding. All employees whose classifications utilize shift work shall bid their shifts every three (3) months, with a rotational system for each employee in a classification gets to bid first. This will start with the most senior employee bidding first. After the employee has bid first for the shift, the employee will go to the bottom of the list for bidding for consecutive shifts. Employees will begin their bidding in the month before each quarter the shift change is to take place. If the Sheriff determines that there is an organization need to review performance, training or supervision of an employee, the Sheriff may interrupt shift bidding. Association members shall decide to elect shift bidding by Division.

Section 8. Schedule Flexing. By mutual agreement between the employee and his/her supervisor, an employee may be allowed to flex his/her schedule during a workweek to allow the employee to work more than the number of hours in his/her regular shift without payment of overtime, provided that during the same workweek the employee is allowed an amount of time off without pay equal to the amount of daily time worked in excess of the number of hours in the employee's regular shift. Flex time shall not result in overtime or compensatory time to the County unless the employee works more than forty (40) hours (or 48 hours if working 4/12s) in the workweek involved.

ARTICLE 8: SICK LEAVE

Section 1. Rate of Accrual. All full-time employees will earn eight (8) hours sick leave with pay for each calendar month of employment. However, sick leave shall not accrue during any period of leave of absence without pay. All hours accrued shall be prorated for employees working less than 40 hours per week. Sick leave may be taken for the purposes specified under state or federal law. For employees hired prior to July 1, 2022, there is no limit on the maximum accrual of sick leave. For employees hired on or after July 1, 2022, a maximum of 1,040 hours of sick leave may be accrued by each employee.

Section 2. Utilization for Illness or Injury and Procedures for Use. Employees may utilize their allowance for sick leave for purposes allowed under state or federal law. The County will provide all employees notice of the purposes for which sick leave may be used under state or federal law.

To use paid sick leave, the employee shall notify the Sheriff or Supervisor of the employee's need to use sick leave, the nature and expected length thereof, as soon as practicable and in no event less than sixty (60) minutes prior to the beginning of their scheduled work shift unless unable to do so due to serious illness or injury. A healthcare provider's medical verification of the employee's need to use sick leave may be required at the option of the Sheriff or Supervisor for absences that exceed three (3) consecutive days, or if the County has reasonable basis to suspect that an employee is abusing sick leave, including engaging in a pattern of sick leave abuse.

Section 3. Integration with Workers' Compensation. When an injury occurs in the course of employment, the County's obligation is to pay the difference between any pay received under Workers' Compensation laws and the employee's regular take home salary. It is further understood the County will provide this benefit for all employees hurt in the line of duty in the bargaining unit as long as they can prove they are under a doctor's care or until such time they are rehabilitated and working at other employment. In such instances, prorated charges will be made against accrued sick leave, subject to the following:

First year of employment, no charge against accrued sick leave for first six months of disability covered by Workers' Compensation; Second year of employment and thereafter, no charge against accrued sick leave for first 12 months of disability covered by Workers' Compensation.

Section 4. Sick Leave Without Pay. Upon application by the employee, sick leave without pay may be granted by the County, in its sole discretion, for the remaining period of disability after accrued sick leave is exhausted. The County may require that the employee periodically require his or her physician to submit to the County a written and signed verification of the need for additional leave during the period of such disability.

Section 5. Funeral Leave. In addition to regular sick leave, an employee shall be granted not more than three (3) days funeral leave, unless out of state, then not more than five (5) days funeral leave with regular salary in the event of the death of a member of the immediate family of the employee. An employee's immediate family shall include spouse, parent, children, brother, sister, mother-in-law or father-in-law, grandparents and step children or, if more generous, as defined in the Jefferson County Personnel Manual or the Oregon Family Leave Act. Funeral leave shall run concurrently with OFLA.

Section 6. Termination. Sick leave is provided by the County in the nature of insurance against loss of income due to illness or injury. No compensation for accrued sick leave shall be provided for any employee upon his death or termination of employment, for whatever reason except for the employee's death in the line of duty. In that event, one-half of the employee's accrued but unused sick leave may, at the option of the employee's estate, be payable to the employee's estate or designated beneficiary, as the case may be or may be used to supplement PERS benefits per ORS 238.350.

Section 7. PERS Contribution. The Employer agrees to comply with the provisions of ORS 238.350 to specifically credit retiring employees with one half (1/2) of their accumulated sick leave toward PERS retirement benefits.

ARTICLE 9: OTHER LEAVES OF ABSENCE

Section 1. Criteria and Procedure. Leaves of absence without pay not to exceed 90 calendar days may be granted upon establishment of reasonable justification therefore in instances where the work of the Sheriff's Office will not be seriously handicapped by the temporary absence of the employee. Requests for such leaves must be in writing. Normally, such leave will not be approved for any employee for the purpose of accepting employment outside the service of the County.

Section 2. Jury. Employees shall be granted leave with pay for service upon a jury; provided, however, that the salary paid to such an employee for the period of absence shall be reduced by the amount of money received by the employee for such jury service. Upon being excused from jury service for any day an employee shall immediately contact their shift supervisor for assignment for the remainder of the employee's regularly scheduled workday.

Section 3. Appearances. Leave with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as witnesses in response to a subpoena or other direction by proper authority, provided, however, that the witness fees paid to the employee, shall be paid to the County upon receipt.

Section 4. Family Leave. Employees shall be entitled to paid or unpaid leave pursuant to state or federal law.

Section 5. Association Business.

Collective Bargaining. Three (3) members of the Association shall, upon request, be granted leave from duty without any loss of pay for any meetings between the County and the Association to negotiate wages, hours and working conditions, when such meeting(s) take place at a time when any such member is scheduled to be on duty.

Other Business. The Association representative shall be granted reasonable leave from duty without any loss of pay for the Association's new employee orientation described in Article 2, Section 3. In addition, the Association President or his or her designated representative will be granted up to two (2) hours per month leave from duty without any loss of pay for Association business. Additional time may be granted by the Sheriff on a case by case basis. The two (2) hours does not accumulate from one month to the next. Provided, however, that such business shall be conducted as to not unreasonably disrupt the performance of the employee's duties for the County. The employee will obtain permission from the employee's supervisor before engaging in those tasks, permission for which shall not be unreasonably withheld.

Telephone, Computer and E-Mail. The Association President shall be allowed use of the County's telephone, computer and e-mail system to communicate with other bargaining unit members limited to official Association communications, such as meeting notices, provided that such use does not disrupt the conduct of County business. Long distance telephone use that results in additional direct costs to the County is not allowed. Other than this restriction, no prior permission for such use is required. All Association members recognize that these communication systems and the documents they generate will be a public record.

Section 6. Educational Leave.

- 6.1 After completing one year of continuous service, a full-time employee, upon written request, may be granted a leave of absence without pay by the Sheriff for the purpose of upgrading his professional ability through enrollment in educational courses related to the employee's employment, at an accredited school. The period of such leave of absence shall not exceed one year, but may be renewed or extended upon request of the employee and approval by the Sheriff. One-year leave of absence, with requested extensions, for educational purposes may not be provided more than once in a three-year period.
- 6.2 Employees may also be granted time off with pay for educational purposes, for reasonable lengths of time, to attend conferences, seminars, briefing sessions, training programs, and other programs of similar nature that are intended to improve or upgrade the employee's skills and professional abilities when approved by the Sheriff.

Section 7. Military leave. The County shall comply with state and federal law regarding military leave.

ARTICLE 10: COMPENSATION

Section 1. Salary Schedule. Employees shall be compensated in accordance with the salary schedule attached to this Agreement and marked Exhibit A, which is hereby incorporated into and made a part of this Agreement. Effective July 1, 2024 (pay period), the salary scales shall be increased by 100% of the CPI-W All-Cities Index December 2022 to December 2023 with a minimum of 2.5% and maximum of 6.0%.

Exhibit A: Represents the Salary Schedule for Tier I/II employees and employees that are employed under ORS 238.082(5)(a) (Sheriff's Employee Exemption to 1,040 hours limitation). For these employees the County will contribute the required 6% "employee share" to PERS.

Exhibit B: Represents the Salary Schedule for OPSRP employees. For these employees the County will not contribute the required 6% "employee share" to PERS.

Step increases will be given to each eligible employee on the anniversary date of their employment. A DPSST Intermediate or Advanced certificate is required to advance "Step 7" or "Step 8" respectively. When any position not listed on the salary schedule is established, the County shall designate a job classification and pay rate for the position. The Association will be notified and the pay rate established by the County shall be considered tentative until the Association has been afforded a lawful opportunity to meet and discuss the matter. If the Association does not agree with the rate of pay for the new classification as established by the County, the issue may be taken to expedited bargaining set forth in Oregon Statute.

1.1 Guideline for Range Placement.

It is the policy of the County that new employees start employment at the minimum of the salary range provided they meet the minimum qualifications of the position. In an effort to remain competitive when hiring experienced, fully competent employees whose experience exceeds the requirements of the job description, there shall be flexibility in range placement.

A new employee may be initially hired, at steps other than the first step in a Grade based on years of relevant experience. For each year of relevant experience, the employee may earn up to one step in grade in the Sheriff's Salary Structure, up to a maximum of step six (6) for Basic Certified employees. Because this is a recruitment tool, the Sheriff may use his discretion in negotiating this initial starting wage. Relevant experience is not a subjective determination. Relevant experience shall include years of service in work that is substantially the same and shall meet the following general test criteria:

Substantially the same job description; same or substantially the same job title; substantially the same job duties, and; substantially the same responsibilities. The decision regarding the range placement above the minimum must be proposed by the Sheriff based on the aforementioned criteria. The salary recommendation shall be reviewed for accuracy by the County Finance Director. To be effective, the Sheriff's salary recommendation must be approved by the Board of Commissioners. Any decision regarding application of the Guidelines for Range Placement shall remain with the County and shall not be subject to the grievance procedure set forth herein.

1.2 Certificates.

Intermediate: Upon successfully attaining the appropriate Intermediate Certificate from DPSST, a Patrol Deputy or Correction Deputy, will be advanced to salary "Step 7 Intermediate". The increase will be effective for the entire month in which it is received and will not result in a change in anniversary date. If an employee/applicant already holds the appropriate Intermediate Certificate from DPSST, they will be started at "Step 7 Intermediate".

Advanced: Upon successfully attaining the appropriate Advanced Certificate from DPSST, a Patrol Deputy or Corrections Deputy will be advanced to salary "Step 8 Advanced". The increase will be effective for the entire month in which it is received and will not result in a change in

anniversary date. If an employee/applicant already holds the appropriate Advanced Certificate from DPSST, they will be started at "Step 8 Advanced".

- 1.3 **Voluntary Conversion.** Employees who voluntarily accept a position covered by this agreement to another position covered by this agreement that would normally see a reduction in pay may be "froze" (not eligible for step increase or COLAs) until such time as new certification pay or "step anniversary dates" catch up at the sole discretion of the County.

Section 2. PERS. The County shall be a participant in the Public Employee's Retirement System (PERS). The County shall make employee contributions to the Public Employee's Retirement for Tier I/II employees. OPSRP employees are required to pay the 6%. OPSRP employees received a 6.95% wage increase on July 1, 2018 for this exchange.

Section 3. Pay Periods. Salaries of employees shall be paid on a monthly basis. Employees shall be paid on the last working day of each month.

Section 4. Overtime. Employees shall be compensated at the rate of time and one-half for work under the following conditions, but in no event shall such compensation be received twice for the same hours:

(a) All assigned work in excess of eight hours on any scheduled workday. The only exception is if the scheduled work is performed pursuant to a four (4) day, ten (10) hour work schedule, or a four (4) day, twelve (12) hour work schedule (Art. 7.2.2).

(b) All assigned work in excess of 40 hours in any workweek, except in the case of a four (4) day, twelve (12) hour work schedule (Art. 7.2.2).

(c) In the case of a four (4) day, twelve (12) hour work schedule (Art. 7.2.2), all assigned work in excess of twelve hours on any scheduled workday and all assigned work in excess of 48 hours in any eight day (four days on-four days off) week.

(d) All assigned work performed on Saturday or Sunday except when such days are included in the regularly scheduled workweek for the individual employee. Such employees shall be compensated for all work performed in the sixth and seventh days of their regular workweek.

(e) All paid time shall count as hours worked.

(f) All overtime must be approved in advance by the Sheriff or designated supervisor, except in the case of emergency which must be subsequently submitted to the Sheriff for approval, and shall be recorded and reported to the Sheriff or designated supervisor within twenty-four (24) hours of time worked.

Section 5. Call Out and Court Appearance. If an employee covered by this Agreement is called out or attends court during off-duty hours, the employee shall be entitled to pay at time and one half the employee's regular rate for a minimum of three hours. The County recognizes that this premium pay is for the disruption of the employee's off duty time and shall not create any make work for the employee beyond the work or court appearance that is necessary.

Section 6. FTO Pay. Any employee covered by this Agreement who is assigned to train another employee, shall be paid a premium of five percent (5%) for the actual time spent as a “field training officer.”

Section 7. CERT Pay. Any employee covered by this Agreement who is assigned to the Central Oregon Emergency Response Team (CERT) shall be paid a premium of five percent (5%) for the actual time spent on CERT callouts.

Section 8. Bilingual Pay. An employee shall receive a bilingual premium of five percent (5%) if the employee is deemed fluently bilingual in Spanish, Russian, Mandarin, or American Sign Language. Fluency and qualification for this incentive is determined based upon a standard testing policy established by the County. Employees are required to successfully be retested every sixty (60) months to remain eligible. Testing arrangements are the responsibility of the employee.

Section 8. Form of Compensation. Compensation for work performed as prescribed in Section 5 above, unless otherwise specified herein, shall be paid for at time and one-half the employee's regular straight-time hourly rate. All such time must be approved in advance by the Sheriff or designated supervisor, except in the case of emergency which must be subsequently submitted to the Sheriff for approval, and shall be recorded and reported to the Sheriff or designated supervisor within twenty-four (24) hours of time worked.

Section 9. Mileage. The designated primary workstation for all Sheriff's Office employees is the Sheriff's Office and jail in Madras. The Sheriff, at his/her discretion, may assign employees to other primary workstations than those listed above. Employees required by the Sheriff to report to a workstation other than their assigned primary workstation and who are required to use their personal automobile for transportation to and from such location shall, upon prior approval by the Sheriff, be compensated at the County rate per mile for the job related use of such automobile.

Section 10. Corporal Position. Deputies shall be paid a premium of seven and one-half percent (7.5%) while serving in the position of corporal.

Section 11. Detective Position. Deputies shall be paid a premium of seven and one-half percent (7.5%) while serving in the position of detective. This language becomes effective the first full pay period following ninety (90) days after the contract is ratified. The County can shorten this timeline for individual employees prior to the 90-day period by approving a Salary Change Order or Salary Order for a Detective position.

Section 12. Education Expense.

- 12.1 The County will allocate \$3,000 per fiscal year for reimbursement of Association members for educational expenses, including expenses for college courses and conversion of training hours to education credits at an accredited school. Only courses related to the employee's employment or job-related degree shall be eligible for reimbursement without approval from the County. The County will post the amount actually remaining in the Educational Expenses Account quarterly.
- 12.2 Prior to starting a class, members will submit a notice of their intent to seek reimbursement for the class and the amount to be sought for reimbursement for tuition, fees, and cost of books. This notice will be submitted in writing to the Sheriff.

- 12.3 Upon completing the class, the member will submit a transcript showing the member's grade for the class. A grade of "C" or better is required for reimbursement. The member will also submit receipts showing the amounts paid for tuition, fees, and the cost of books. The County will reimburse the employee through regular scheduled payroll of its receipt of the required documentation, except as provided in subsection 12.4 below. Reimbursement will be listed as a fringe benefit on members paycheck stub.
- 12.4 Members will be reimbursed based on the date their required documentation is received and the degree sought, provided that no member will be reimbursed for no more than four (4) classes per year or more than \$1,500 per year unless unused funds remain as of June 1, in which case the member may be reimbursed consistent with this section. In the event claims for reimbursement exceed \$3,000 for the fiscal year, they will be paid in the following order depending on the degree sought by the member: Associates Degree, Bachelors Degree and Masters Degree. If there are more than one claim for a given degree, claims will be paid in the order in which the required documentation supporting a claim is received by the Sheriff.
- 12.5 Members seeking reimbursement for conversion of training hours to education credits at an accredited school must submit a notice of their intent to seek such reimbursement and the amount to be sought. This notice will be submitted in writing to the Sheriff. No member will be reimbursed for more than the equivalent of four (4) classes per year or more than \$1,500 per year unless unused funds remain as of June 1, in which case the member may be reimbursed consistent with this section.

Section 13. Road District 18 (Camp Sherman) – Housing Stipend. The practice of paying a "housing stipend" to the Camp Sherman Deputy is subject to the Road District's continued agreement with Jefferson County. In the event that the Special Road District stops, suspends, or reduces the \$600.00/month payment, the County is under no obligation to continue this compensation. All funds received by the Road District shall be "netted out" of all employer costs, including but not limited to PERS, FICA, and Workers Comp before it is passed on to the employee.

ARTICLE 11: MAINTENANCE OF STANDARDS

The employer agrees that all conditions of employment in its individual operations, relating to wages, course of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement.

ARTICLE 12: DISCIPLINE AND DISCHARGE

Section 1. Discipline. Disciplinary action may include the following sanctions:

- (a) Written reprimand
- (b) Demotion
- (c) Suspension
- (d) Discharge

These sanctions are independent of each other. Depending on the severity of the disciplinary offense, the County may commence disciplinary action at any level set out above.

1. Disciplinary action may be imposed upon any employee for just cause. For DPSST certified employees, "just cause" for discipline shall be determined in accordance with Oregon House Bill 2930 (2021). Conduct which may result in discipline shall include, but not be limited to, the following:
 - a. Upon any employee for failing to fulfill the employee's responsibilities as an employee;
 - b. Conduct reflecting discredit on the Sheriff's Office, or which is a direct hinderance to the effective performance of County functions.
 - c. Misconduct;
 - d. Inefficiency
 - e. Incompetence;
 - f. Insubordination;
 - g. Misfeasance;
 - h. Malfeasance;
 - i. The willful giving of false information;
 - j. The withholding of information with intent to deceive when making application for employment;
 - k. Willful violation of Sheriff's Office rules;

Grievances regarding written reprimands shall not be processed beyond Article 13, Settlement of Disputes, step I of the grievance procedure. If the Sheriff or appointed representative has reason to discipline an employee, they shall make reasonable efforts to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or the public. The County is not obligated to use this section as a compelling reason to not release public records upon receiving a valid request for records that must be disclosed under Oregon law.

Section 2. Association Representation. At the beginning of an interview, which the employee reasonably believes will result in discipline, the employee shall be informed of the nature of the complaint or charges before the employee is required to respond to questions concerning the same, and be given a reasonable amount of time to obtain representation. The interview will be conducted without coercion. The employee will be given reasonable breaks for personal purposes. The Association or the County may record the interview. The affected employee(s) shall be advised in writing of the disposition of the investigation within three (3) days following its completion.

Section 3. Discharge. An employee having less than twelve (12) months of continuous employment shall serve at the pleasure of the Sheriff and may be dismissed at any time without appeal. An employee having continuous service in excess of twelve (12) months shall be discharged only for just cause. If the Sheriff determines that there is just cause for discharge, he/she shall suspend the employee with pay for a minimum of three (3) calendar days and shall deliver to the employee and the Association a written notice of such suspension and proposed dismissal. Such notice shall specify the principal grounds for such action. Protest of the discharge of any employee shall be made only through the grievance procedure set forth in Article 13. The Association may process a grievance concerning suspension or discharge or both, at Step II of the grievance procedure. At no time shall a probationary period exceed twelve (12) months or such period as may be prescribed by the Oregon Board of Public Safety Standards and Training as a probationary period unless agreed by the Sheriff, employee and the Association in writing.

- 3.1 For this section only, time spent at the academy shall not be counted in determining if an employee has more than twelve (12) months of continuous employment.

Section 4. Use of Alcohol and Drugs.

- A. **Statement of Principle:** The County and the Association jointly recognize that the use of drugs and alcohol which adversely affects job performance may constitute serious threat to the health and safety of the public, to the safety of fellow employees and to efficient operation of the Sheriff's Office.
- B. **Definitions:**
1. "Drugs and Alcohol": For the purposes of this Agreement drugs and alcohol will be defined as all intoxicants and controlled substances (including but not limited to medical or recreational marijuana) as defined by law, excluding any substance lawfully prescribed for the employee's use.
 2. "Drug and Alcohol Test": The compulsory production and submission of urine, breath or blood by an employee in accordance with procedures contained herein for chemical analysis to detect prohibited drug and/or alcohol use.
 3. "Reasonable suspicion": Reasonable suspicion shall be as defined by Oregon law.
 4. "Under the Influence": An individual is considered to be "under the influence of intoxicants" when the individual's blood alcohol content exceeds .02%. An individual is considered to be "under the influence of a controlled substance" when a detectable amount of the substance is found in the individual's body that may impair the individual's ability to safely and efficiently perform assigned work.
- C. **Prohibited Conduct:** Except as authorized by the Sheriff's Office policy for job-related reasons the following conduct is strictly prohibited and may subject an employee to immediate discipline;
1. The unlawful buying, selling, transportation, possession, providing, or use of intoxicants or any controlled substances, including but not limited to medical or recreational marijuana.
 2. Reporting for normally assigned work with a detectible odor of alcohol on the breath or any detectible amount of alcohol in the body which results from the consumption of intoxicants, or when an employee has a detectible amount of any controlled substance found in the employee's body which may impair the employee's ability to safely and effectively perform assigned work, (but excluding any substance lawfully prescribed for the employee's use, except medical marijuana).
 3. In the event that the County wishes to call out an employee to perform additional duties and the employee has consumed intoxicants, the employee will notify the employee's supervisor as to the amount of intoxicants the employee has consumed, and the County will decide whether the employee will be called out to perform additional duties.
 4. Failure to report use of prescribed medication, controlled substance (including medical or recreational marijuana), and over-the-counter drugs as described in Sections J and K of this Article.
- D. **Preconditions to Drug and Alcohol Testing:** Before any employee may be tested for drugs or alcohol, the County shall select a NIDA certified laboratory or laboratories that can demonstrate experience and capability of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urine and blood analysis.

E. Grounds for Testing:

1. Random testing of any kind is prohibited.
2. Employees may be required to submit to drug or alcohol testing if reasonable suspicion exists that there is a violation of this Article.
3. The County may test for those drugs for which it has reasonable suspicion that an employee may have consumed.

F. Testing Mechanisms: The following testing mechanisms shall be used for any test for intoxicants or controlled substances performed on members of the Association:

1. Standard urine drug screening.
2. Confirmatory tests will be by use of Gas Chromatography/Mass Spectrometry (GC/MS) or an equally reliable and most current method, different from the initial test, as determined by an accredited drug testing facility
3. Alcohol testing may include standard field impairment tests, breath test and/or standard laboratory blood alcohol analysis tests.

G. Procedures to be Used When the Urine Sample is Given: The following procedure shall be used whenever an employee is requested to give a urine sample:

1. Prior to testing, the employee will be required to list all prescribed medications, controlled substances, and/or over the counter medication currently being used. Prescribed medications or controlled substances listed must be substantiated by written communication from the attending physician.
2. The test shall be administered in such a manner as to protect the authenticity and reliability of the sample and privacy of the individual.
3. Immediately after the sample is given, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. One (1) of the samples will then be sent or delivered to the County's designated testing laboratory. The other sample will be held for the employee until the employee either instructs that it be sent to their designated lab or destroyed.
4. The sample will first be tested using the screening procedure set forth in Section (F)(1) of this Article.
5. If the test is positive for the presence of any intoxicants or controlled substances, the employee will be notified of the positive results within 24 hours after the County learns of the results, and will be provided with copies of all documents pertinent to the test sent to or from the County by the laboratory. The employee will then have the option at the employee's own expense, of having the untested sample submitted to a laboratory, of the employee's own choosing which meets the standards specified in Section (D) of this Article.
6. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and a chain of custody.

H. Procedures Used When the Blood Sample is Given: The following procedure shall be used whenever an employee is requested to give a blood sample:

1. The employee will be transported as soon as possible to the County physician's office during normal business hours or to a local hospital during non-business hours to have the

blood drawn. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.

2. Immediately after the sample has been drawn, it will be divided into two (2) equal parts. Each of the two (2) equal portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. One (1) of the samples will then be sent or delivered to the County's designated testing laboratory. The other portion will be held for the employee until the employee either instructs that it be sent to their designated lab or destroyed.
3. If the test is positive for the presence of alcohol, the employee will be notified of the positive results within 24 hours after the County learns of the results and will be provided with copies of all documents pertinent to the test sent to or from the County by the laboratory. The employee will then have the option at the employee's own expense of having the untested sample submitted to a laboratory of the employee's own choosing which meets the standards specified in Section (D) of this Article.
4. Each step in the collecting and processing of the blood specimens shall be documented to establish procedural integrity and chain of custody.

I. Consequences of Positive Test Results:

1. An employee who has tested positive for the presence of intoxicants or controlled substances (including medical or recreational marijuana) pursuant to this Article may be referred to the Employee Assistance Program or drug and alcohol counseling. An employee's participation in the Employee Assistance Program or in drug or alcohol counseling will be considered in determining what, if any, disciplinary action may be taken.
2. An employee who tests positive may be subject to unannounced testing for a one (1) year period following the positive test. If the employee violates the terms of agreed to treatment or again tests positive during such a period, the employee shall be subject to subsequent discipline.

J. Prescribed Medications: An employee utilizing any prescribed medications, or controlled substances that may affect the employee's ability to safely perform assigned duties must immediately report this treatment to the employee's supervisor. The use of medications or controlled substances as part of a prescribed medical treatment program is not grounds for disciplinary action. Failure to report the use of a prescribed medication which the employee has been informed may affect the employee's abilities to safely perform assigned duties, or a controlled substance may subject an employee to disciplinary action. Medical Marijuana is not an authorized medication. In the event there is a question regarding an employee's ability to safely perform assigned duties, clearance from the employee's physician will be required. The Sheriff's Office may request a second opinion regarding the employee's ability to safely perform assigned duties from the physician of its choice at its expense. In the event the two physicians disagree, the two physicians will select a third physician to make the final determination at the county's expense.

K. Use of Over-the-Counter Medications: The use of over-the-counter medications are in no way prohibited. An employee who ingests an over-the-counter medication in doses that may affect the employee's ability to safely perform assigned duties must report the use of the over-the-counter medication to the employee's supervisor. The decision, once informed by the employee as to whether or not the employee works the employee's assigned duties shall be the responsibility of the employee's supervisor. There will be no discipline to an employee who reports to the employee's supervisor the use of an over-the-counter medication which may affect the employee's

assigned duties. Failure to report the use of an over-the-counter medication which may affect the employee's ability to safely perform the employee's duties, may subject the employee to disciplinary action.

- L. Use of Medical or Recreational Marijuana: The use of medical or recreational marijuana is prohibited.
- M. Searches: For administration of this Article, the County may upon reasonable suspicion conduct searches on County property of employees, and/or assigned County property and/or their personal property, excluding personal vehicles parked on County property. An employee has the right to request an Association representative be present during the search as long as the search is not unreasonably delayed by accommodating this provision. A refusal to submit to a search may result in disciplinary action. This provision is not intended to restrict the County's right to conduct administrative searches of assigned County property for other purposes or searches related to any criminal investigation.
- N. Interference with Policy: Any activity which purposely interferes with this Substance Abuse Policy will be grounds for disciplinary action which may include discharge. Examples include but are not limited to the following: tainting, tampering, or substitution of blood or urine samples, falsifying information regarding the use of prescribed medications or controlled substances, failure to cooperate with any tests outlined in this policy to determine the presence of intoxicants or controlled substances, and failure to cooperate with any searches.
- O. Employee Rights:
 1. The employee, upon request, shall have the right to an Association representative up to and including the time the sample is given. However, this provision shall not cause an unreasonable delay in testing. Nothing herein shall restrict the employee's right to representation under general law.
 2. If at any point the results of the laboratory testing procedures specified in this Article are negative, all further testing shall be discontinued. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. All test results will be kept confidential by the County.
 3. Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of custody of the specimen, and the accuracy rate of the laboratory.
- P. Modifications Committee:

The Association and the County agree to form a committee comprised of the Sheriff or designated representative and at least three (3) Association members to explore and recommend any additional changes or corrections to this Section.

ARTICLE 13: SETTLEMENT OF DISPUTES

Section 1. Grievance Procedure. Any grievance or dispute which may arise between the parties concerning the application, meaning, or interpretation of this Agreement shall be settled in the manner set

forth below. In cases of discharge, the employee shall have the right to initiate a grievance under Step 2 of this Article.

Step 1. If a matter subject to grievance is not resolved by the Division Head informally, a written grievance shall be submitted and shall include the nature of the grievance and requested action, the facts, the articles and terms of the contract violated and requested remedy. The grievance form shall be presented to the Division Head of the employee within fourteen (14) calendar days of its occurrence (or within fourteen calendar days of when the employee or Association became aware or should have become aware of the matter). The Division Head shall respond to the grievance in writing within fourteen (14) calendar days.

Step 2. If the grievance is not resolved at step 1, it shall be presented to the Sheriff within fourteen (14) calendar days of the date of the Division Head's step 1 response (or the due date of the step 1 response if no response is submitted). The Sheriff or the Sheriff's designee shall meet with the affected employee and Association within fourteen (14) calendar days of receipt of the step 2 grievance in an attempt to resolve the grievance. The Sheriff or Sheriff's designee shall respond with a written decision within fourteen (14) calendar days of the step 2 meeting.

Step 3. If the matter is not resolved at step 2, the grievance may be advanced to the County Administrative Officer within fourteen (14) calendar days of the Sheriff's step 2 response (or the due date of the step 2 response if no response is submitted). The County Administrative Officer shall attempt to resolve such grievance shall respond with a written decision within fourteen (14) calendar days of submission to him/her.

Step 4. If the matter is not resolved at step 3, the Association shall have the right to submit the matter within fourteen (14) days of receiving the County's step 3 response to final and binding arbitration by a third party jointly agreed upon by the County and Association. If the parties are unable to agree upon an arbitrator, the Oregon State Mediation and Conciliation Service shall be requested to submit a list of seven (7) Oregon and Washington arbitrators. Both the County and the Association shall have the right to strike three (3) names from the list. The parties shall flip a coin to determine which party shall strike the first name and the other party shall subsequently strike one name. The process shall be repeated and the remaining person shall be the arbitrator. Notwithstanding the above, for disciplinary grievances involving DPSST certified employees, arbitration selection shall be in accordance with HB 2930 (2021).

The designated arbitrator shall hear both parties and take testimony and evidence in a hearing on the disputed matter and shall issue a decision which shall be final and binding on the parties if within the scope of this Agreement. The arbitrator shall have no authority to add to, subtract from, alter, or modify any terms of this Agreement. For disciplinary grievances involving DPSST certified employees, the arbitrator's decision must be in accordance with HB 2930 (2021).

Expenses for the arbitrator shall be borne by the losing party; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

Section 2. Time Periods. The time periods specified in this Article may be extended or modified by mutual consent. Any modification of time limits must be in writing. If the County fails to meet or answer any grievance timely, the grievance may be advanced to the next step by the Association. Failure by the

employee or the Association to comply with any of the time limits above shall, without a waiver, constitute abandonment of the grievance.

ARTICLE 14: PROBATIONARY PERIOD

Section 1. Purpose. The probationary period is an integral part of the employee selection process and provides the County with the opportunity to upgrade and improve the Sheriff's Office by observing a new employee's work, training and aiding new employees in adjusting to their positions, and by providing an opportunity to reject any employee whose performance fails to meet required work standards.

Section 2. Duration of Probationary Period. Every new employee hired into the bargaining unit shall serve a probationary period of twelve (12) full months.

- 2.1 For this section only, time spent at the academy shall not be counted in determining if an employee has more than twelve (12) months of continuous employment.

Section 3. The Association recognizes the right of the County to terminate probationary employees for any reason and to exercise all rights not specifically modified by this agreement with respect to such employees, including, but not limited to the shifting of work schedules and job classifications, and assignment of on-the-job training, cross-training in other classifications.

Section 4. Classification Change Probation. Any employee who accepts a position in a different classification with the Sheriff's Office will be on classification change probation for twelve (12) months. Should the employee, in the County's determination, not successfully complete the probation, the employee shall be allowed to return to the employee's previous classification with no loss of seniority or benefits if there is a vacant position. If there is no vacancy, the employee will be placed on the layoff list with zero (0) months seniority.

ARTICLE 15: GENERAL PROVISIONS

Section 1. No Discrimination. The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, religion, disability, national origin, Association or political affiliation. The Employer and the Association agree not to interfere with the rights of employees to become or not become members of the Association, and there shall be no discrimination, interference, restraint, or coercion by the Employer or the Association, or any Employer representative, or any Association representative against any employee because of Association membership, non-Association membership, or for any other cause.

All references to employees in the agreement designate both sexes, and wherever the male gender is used, it shall be construed to include the male and female employees.

Employees shall have the right to form, join and participate in the activities of the Union or other labor organization, or to refrain from any or all such activities, and there shall be no discrimination by either the County or the Association by reason of the exercise of such right except as specifically provided herein.

Nothing in this Agreement shall be construed as precluding or limiting the right of an individual employee to represent himself in individual personal matters.

Section 2. Bulletin Boards. The County agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Association. The Association shall limit its posting of notices and bulletins to such bulletin boards.

Section 3. Rules. The parties jointly recognize that as elected officials the County Commissioners and the Sheriff of Jefferson County are directly responsible to the citizens of the County and the public for performance of the functions and services performed by the County and the Sheriff's Office in particular. These responsibilities cannot be delegated. For this reason, it is jointly recognized that the County Commissioners and the Sheriff must retain broad authority to fulfill and implement their responsibilities and may do so by work rule, oral or written, existing or future. It is agreed, however, that no work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement, provided the requirements of Oregon Law will always be paramount. All work rules which have been or shall be reduced to writing will be furnished to the Association and affected employees.

Section 4. Side Arms and Ammunition for Training Practice Purposes. A side arm meeting the Sheriff's specifications, shall be furnished to each patrol deputy. The Sheriff shall provide a semi-automatic side arm for the use of employees who do not wish to purchase their own weapon. In the event an employee uses a County provided side arm and subsequently purchases their own, such weapon issued shall be returned promptly to the Sheriff. Each employee shall be responsible for the care and maintenance of their sidearm and if a County weapon is used, shall return it in serviceable condition upon termination of their employment. In lieu of providing ammunition for competition, practice and service use, the County agrees to budget each July 1, \$250 for each Deputy required to carry a firearm, for the purchase of ammunition and or other police related equipment who may at his or her discretion submit invoices for reimbursement of the cost of purchasing this equipment or supplies. This allocation of funds does not accumulate from year to year.

Section 5. Uniforms and Protective Clothing. The County will furnish three (3) uniforms (one grade) protective clothing or any type of protective device which an employee is required to wear. In the event that a required uniform or required protective clothing is not "wash and wear", the County will make arrangements for the dry cleaning of such clothing or items. Included is a bullet proof protective vest to be made available to patrol deputies and detectives for use while on duty. All such equipment shall remain Sheriff's Office property, and shall be returned on termination of employment.

Section 6. Seniority, Reduction in Force and Recall.

6.1 **Seniority.** Shall be defined as continuous service unbroken by separation from the Sheriff's Office.

6.2 **Reduction in Force.** In the event that the Sheriff determines that a reduction in force is required in any classification, the employee with the least seniority within the affected classification shall be laid off first.

6.3 **Bumping.** Employees shall be permitted to bump down to classifications which they have previously held. At that time, the employee will utilize the employee's continuous service as the seniority for comparison with other employees in the lower paid classification for purposes of bumping.

6.4 **Recall.** A full time employee who is laid off or who has bumped to another classification in lieu of layoff shall be offered recall to the position within two (2) years of the date of layoff, from which the employee was laid off, or any other position that becomes vacant for which the employee is qualified. Should the employee be reinstated to the employee's position, the employee shall be reinstated at the status (range, step and seniority) which he or she held at the time of layoff. A new anniversary date will

be calculated based upon total time spent in the position held at the time of layoff but shall not include layoff time. Provided, however, that for notification purposes, it shall be the employee's responsibility to keep the County Human Resources personnel informed as to his or her current address and that the County has no responsibility to search out the employee beyond the most current address on-file with the County. Once the County has notified the former employee of the reinstatement opportunity the employee must notify the County of his or her acceptance within five days. The date of return to duty shall be determined by the Sheriff.

Section 7. Other Employment. Outside employment as an officer or in uniform shall be permitted only with the express prior approval of the Sheriff.

Section 8. Reserve Deputies. The parties jointly recognize the existing practice of supplementing law enforcement service to the citizens of the County by means of reserve deputies. It is agreed that this practice is beneficial to the quality of law enforcement provided to the public and shall continue or be augmented as scheduled at the option of the County. It is further agreed that no deputies covered by this Agreement may work as reserve deputies for Jefferson County during off-duty hours. Employees of Jefferson County from Departments/Offices other than the Sheriff's Office working as reserve deputies shall not be included in the bargaining unit nor covered by the terms of this Agreement. It is further understood that full-time deputies will not be laid off nor be kept on layoff status as a result of the employment of a reserve deputy or combination of reserve deputies.

Section 9. Personnel Files. The County will notify an employee whenever any new material or information is placed in the employee's personnel file. The affected employee may note or attach any comments and/or objections the employee may have to the new information or material and such notes or attachments will be placed in the employee's personnel file. Any material which reflects discredit on an employee may only be placed in the employee's file with the employee's signature on it, indicating receipt of the document only, not agreement with its content. If an employee refuses to sign the document, the County may nevertheless place the document in an employee's personnel file with a written note indicating the date and in the presence of which management representative the employee refused to sign.

Section 10. Residency. Members of the bargaining unit are not subject to any general Jefferson County residency requirement, however, the Sheriff may impose as a condition of employment certain residency or time and distance travel restrictions. For example, if the Sheriff has a contract with Crooked River Ranch that employs one patrol deputy and the contract specifies that the deputy must live on the Ranch.

Section 11. Corporal and Detective Assignments. The Sheriff may assign or reassign Corporals and Detectives to both the Patrol and Corrections divisions using the following procedures and conditions:

1. The Sheriff shall post available positions fifteen (15) days before the position(s) becomes available. The Sheriff shall allow Deputies to express interest in the position.
2. The Sheriff shall select the most qualified candidate. The Sheriff shall consider any candidate's work history, including any experience the candidate may have. Nothing in this section restricts the Sheriff from assigning any Deputy to a duty assignment that is deemed to be in the best interest of the office.
3. Corporal and Detective assignments shall be for a period of twelve (12) months from the date of appointment. A Deputy assigned as a Corporal or Detective, may remain in the position, if within thirty (30) days of the Deputy's appointment to Corporal or Detective anniversary date, the Deputy notifies the Sheriff in writing their request to remain in the position. The Sheriff will review the request and within fifteen (15) days notify the Deputy if the request was granted or denied. The

- Sheriff has exclusive right to deny the continuation and does not need just cause to deny the renewal.
4. If the Corporal or Detective assignment is renewed the Sheriff shall follow subsection three (3) above.
 5. If the Corporal or Detective assignment becomes available, the Sheriff shall again post the Corporal or Detective assignment position in accordance with subsections one (1) and two (2) above.
 6. The Sheriff may only remove the Deputy from the Corporal or Detective assignment during any twelve (12) month assignment period with just cause as specified in Article 12, Section 1 of the collective bargaining agreement; however, this section is subject to Article 14, Section 4 of the collective bargaining agreement and does not apply for the first twelve (12) months of the assignment.
 7. The Corporal and Detective positions do not utilize shift bidding (Article 7, Section 7) and the Sheriff will comply with Article 7, Sections 1-6.
 8. The Corporals and Detectives are Deputy Sheriffs and will be required to perform Deputy Sheriff functions and cover "shifts" as necessary, referenced in Article 3, Section 9.
 9. A Deputy assigned as a Corporal shall receive a seven and one-half percent (7.5%) premium (Article 10, Section 10). A Deputy assigned as a Detective shall receive a seven and one-half percent (7.5%) premium (Article 10, Section 11). As noted in Article 10, Section 11, the Detective premium becomes effective the first full pay period following ninety (90) days after the contract is ratified. The County can shorten this timeline for individual employees prior to the 90-day period by approving a Salary Change Order or Salary Order for a Detective position.
 10. A Deputy who is either removed from a Corporal or Detective assignment or otherwise leaves a Corporal or Detective assignment shall return to a Deputy position, unless assigned to a Special Assignment position.
 11. A Deputy who leaves a Corporal or Detective assignment at the end of a twelve (12) month assignment and returns to a Deputy position, whose classification utilizes shift bidding, shall go to the bottom of the shift bidding list (Article 7, Section 7).

ARTICLE 16: HEALTH AND WELFARE AND RETIREMENT

Section 1. Health and Welfare. Effective January 1, 2023, Jefferson County agrees to provide coverage for the employees and their dependents in the bargaining unit which work 80 hours or more per month under the LiUNA health and medical plan. Less than fulltime employees shall receive prorated benefits.

- 1.1 The County shall contribute 90% of the premium and the employee shall contribute 10% of the premium.

1.1.1 Effective on the first day of January 2023 and each subsequent benefit year, the County shall contribute \$3,400 to each employee's VEBA account to be administered by a third party. However, the County's VEBA contribution effective January 1, 2023, will be reduced by the amount of the County's health insurance premium contribution to the LiUNA health and medical plan made on behalf of the employee in November and December 2022.

1.1.2 For employees that are not eligible for participation in a VEBA account for non-choice reasons (Tricare/VA, Medicare, and Indian Health Services) the County shall instead contribute equivalent amounts listed above into an employee's deferred compensation (457b) account to be administered by a third party.

1.1.3 Employees hired after the first day of the benefit year shall receive a pro-rated contribution within 30 days. For example, an employee hired in July would receive fifty percent (50%) of the contribution listed above. In addition, the amounts listed above shall be pro-rated for part-time employees.

- 1.2 In the event two employees covered by this Agreement are the same immediate family so as to be in the relationship of primary insured and dependent under the insurance policy, the County shall not be obligated to duplicate either contributions or benefits for the same family unit.

Section 2. LTD. The County shall provide LTD coverage, at least sixty six (66%) of the employee's salary.

Section 3. Retirement. The County agrees to pick up the employee's share of PERS for Tier I/II employees. OPSRP employees are required to pay the 6%. OPSRP employees received a 6.95% wage increase on July 1, 2018 for this exchange.

Section 4. Dual County Coverage. In the event an employee is covered by this Agreement is married to another County employee, or is otherwise eligible to become a dependent of another County employee not covered by this Agreement, the employee shall have the option to waive primary coverage in favor of becoming a dependent of the other County employee's insurance plan. If the employee so chooses, the County will contribute \$100.00 per month to the employee's deferred compensation (457b) account.

Section 5. Voluntary Declination of Benefits. Employees who decline benefits because they can be covered by other group medical coverage shall receive:

- 5.1 A contribution of \$100.00 monthly (pro-rated for part-time employees) to an employee's deferred compensation (457b) account, and
- 5.2 Eight (8.0) hours per month (pro-rated for part-time employees) of "administrative leave".
Conditions on Administrative Leave: Cannot have a balance (bank) more than 12 times the monthly allotment (use it or lose it). County is not obligated to "payout" unused time upon separation. Employees who receive Administrative Leave are not eligible for "vacation buyout" (Article 6, Section 7). The Sheriff may restrict the use of Administrative Leave due to the division's workload, staffing levels, and/or other business needs.

ARTICLE 17: WORKERS' COMPENSATION

Section 1. Workers' Compensation. All County Employees will be insured under the provisions of the Oregon Workers' Compensation Law for injuries arising out of and in the course of employment with Jefferson County.

Section 2. Supplementary Payment. Salary paid for a period of sick leave which is also covered by Workers' Compensation shall equal the difference between the time loss and the employee's regular take home salary. Article 8, Section 3 shall govern charges against sick leave.

ARTICLE 18: LIABILITY INSURANCE

Section 1. The County shall purchase liability insurance in such amounts and containing such terms and conditions as are necessary for the protection of all employees and all other persons covered by this Agreement against claims against them incurred in or arising out of the performance of their official duties. The premium for such insurance shall be paid by the County.

ARTICLE 19: SAVING PROVISION AND FUNDING

Section 1. Savings Provision. Should any article, section, or portion thereof of this Agreement be held unlawful and enforceable by the Employment Relations Board or Court of competent jurisdiction, such decision of the Court shall apply only to the specific article, section, or portion thereof, directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof.

If any article, section, or portion thereof of this Agreement conflicts with the laws of the United States or of the State of Oregon, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section or portion thereof.

Section 2. Funding. The parties recognize that revenue needed to fund the wages and benefits provided by the agreement must be approved annually by established budget procedure and in certain circumstances by vote of the citizens of Jefferson County. All such wages and benefits are therefore contingent upon sources of revenue and, where applicable, annual voter budget approval. The County has no intention of cutting wages and benefits specified in the Agreement because of budgetary limitations, it cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by the Agreement, but makes no guarantee as to the passage of such budget requests or voter approval thereof.

ARTICLE 20: TERMINATION AND REOPENING

This Agreement is to be effective through June 30, 2025. Written notice to reopen the Agreement shall be served by either party on the other on or about November 1, 2024. Negotiations shall commence within 15 days of said notice, unless otherwise agreed. During the period of the negotiations, this Agreement will remain in full force and effect.

JEFFERSON COUNTY LAW ENFORCEMENT ASSOCIATION:



Buddy Wallace, President

10-07-2022
Date

JEFFERSON COUNTY:


Wayne Fording, Commission Chair

October 12, 2022
Date


Mae Huston, County Commissioner

October 12, 2022
Date


Kelly Simmelink, County Commissioner

October 12, 2022
Date

JEFFERSON COUNTY SHERIFF


Jason Pollock, Sheriff

October 12, 2022
Date

EXHIBIT A

**JEFFERSON COUNTY LAW ENFORCEMENT EMPLOYEES
2022-23 SALARY SCHEDULE**

MATRIX A: NON OPSRP (Employer pays 6%)

EFFECTIVE July 1, 2022										
BASED ON A 8.0% COLA July 1, 2022 and 174 monthly base hours										
		3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	7.50%	4.00%	
								INTERMEDIATE	ADVANCED	
CLASSIFICATION	ST/GR	1	2	3	4	5	6	7	8	
PATROL DEPUTY	HR	28.88	29.89	30.93	32.02	33.14	34.30	36.87	38.34	
	Monthly	PD I	5,025.12	5,200.86	5,381.82	5,571.48	5,766.36	5,968.20	6,415.38	6,871.16
	Annual		60,285.20	62,395.18	64,579.01	66,839.28	69,178.65	71,599.90	76,969.90	80,048.69
CORRECTIONS DEPUTY	HR	28.13	29.12	30.14	31.19	32.28	33.41	35.92	37.36	
	Monthly	CD I	4,894.62	5,066.88	5,244.36	5,427.06	5,616.72	5,813.34	6,250.08	6,500.64
	Annual		58,734.67	60,799.39	62,916.05	65,120.18	67,399.39	69,758.37	74,990.25	77,989.86
Work Crew, Field Tech, Dog Control (92%)	HR	25.88	26.79	27.73	28.70	29.70	30.74			
	Monthly	WFD	4,503.12	4,661.46	4,825.02	4,993.80	5,167.80	5,348.76		
	Annual		54,035.90	55,927.16	57,894.61	59,910.57	62,007.44	64,177.70		
		3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	
CIVIL DEPUTY & RECORDS CLERK	HR	22.12	22.89	23.69	24.52	25.38	26.27	27.19	28.14	
	Monthly	CRW	3,948.88	3,982.86	4,122.06	4,266.48	4,416.12	4,570.98	4,731.08	4,896.36
	Annual		46,169.92	47,785.87	49,458.38	51,189.42	52,981.05	54,835.39	56,754.62	58,741.04
TRANSCRIPTIONIST	HR	22.60	23.39	24.21	25.06	25.94	26.84			
	Monthly	TR	3,932.40	4,069.86	4,212.54	4,360.44	4,513.56	4,670.16		
	Annual		47,182.01	48,833.38	50,542.54	52,311.53	54,142.44	56,037.42		
ADMINISTRATION	HR	25.89	26.79	27.73	28.70	29.71	30.75			
	Monthly	AD	4,504.86	4,661.46	4,825.02	4,993.80	5,169.54	5,350.60		
	Annual		54,043.36	55,934.88	57,892.60	59,918.84	62,016.00	64,186.56		
		4.50%	4.50%	4.50%	4.50%	4.50%				
LEAD COOK	HR	19.44	20.31	21.23	22.18	23.18	24.22			
	Monthly	LC	3,382.56	3,533.94	3,694.02	3,859.32	4,033.32	4,214.28		
	Annual		40,574.64	42,400.50	44,308.52	46,302.40	48,386.01	50,583.38		
COOK	HR	17.12	17.89	18.70	19.54	20.42	21.34			
	Monthly	C	2,978.88	3,112.86	3,253.80	3,399.96	3,553.08	3,713.16		
	Annual		35,744.71	37,353.22	39,034.12	40,780.66	42,626.23	44,544.42		

Year-to-Year Application of Wage Adjustments: In order to keep a formulaic difference between salary grades and steps year-to-year, the annual salary is considered the 'base'. To determine the actual hourly rate, the annual wage is divided by 2,088 (174 hours times 12 months) and then rounded up to the nearest cent using MS Excel. Multiplying the hourly rate by 2,088 will likely be different than the actual annual 'base' due to rounding. When double-checking COLAs, Step Differentials, or Salary Grade differentials, employees should use the annual salary amounts.

**JEFFERSON COUNTY LAW ENFORCEMENT EMPLOYEES
2022-23 SALARY SCHEDULE
MATRIX B: OPSRP Only (Employee pays 6%)**

EFFECTIVE July 1, 2022
This schedule is 6.95% higher than matrix A
BASED ON A 8.0% COLA July 1, 2022 and 174 monthly base hours

CLASSIFICATION	ST/GR	3.50%						7.50%	4.00%
		1	2	3	4	5	6	INTERMEDIATE	ADVANCED
PATROL DEPUTY	HR	30.88	31.96	33.08	34.24	35.44	36.68	39.43	41.01
	Monthly	5,373.12	5,561.04	5,755.92	5,957.76	6,166.56	6,382.32	6,860.82	7,135.74
	Annual	64,475.02	66,731.64	69,067.25	71,484.80	73,986.57	76,576.10	82,319.30	85,612.08
CORRECTIONS DEPUTY	HR	30.09	31.14	32.23	33.36	34.53	35.74	38.42	39.95
	Monthly	5,235.66	5,418.36	5,608.02	5,804.64	6,008.22	6,218.76	6,685.08	6,951.30
	Annual	62,816.73	65,015.32	67,290.88	69,646.04	72,083.65	74,608.57	80,202.07	83,410.15
Work Crew, Field Tech, Dog Control (82%)	HR	27.68	28.65	29.65	30.69	31.77	32.88		
	Monthly	4,816.32	4,985.10	5,159.10	5,340.06	5,527.98	5,721.12		
	Annual	57,791.40	59,814.09	61,907.59	64,074.35	66,316.96	68,638.05		
		3.50%						7.50%	4.00%
CIVIL DEPUTY & RECORDS CLERK	HR	23.65	24.48	25.34	26.22	27.14	28.09	29.08	30.09
	Monthly	4,115.10	4,259.52	4,409.16	4,562.28	4,722.36	4,887.66	5,059.92	5,235.66
	Annual	49,378.73	51,106.99	52,895.73	54,747.08	56,663.23	58,646.44	60,699.07	62,823.54
TRANSCRIPTIONIST	HR	24.17	25.02	25.89	26.80	27.74	28.71		
	Monthly	4,205.58	4,353.48	4,504.86	4,663.20	4,826.76	4,995.54		
	Annual	50,461.16	52,227.30	54,055.25	55,947.18	57,905.34	59,932.02		
ADMINISTRATION	HR	27.69	28.66	29.66	30.70	31.77	32.88		
	Monthly	4,818.06	4,986.84	5,160.84	5,341.80	5,527.98	5,721.12		
	Annual	57,799.37	59,822.35	61,916.13	64,083.20	66,326.11	68,647.52		
		4.50%						4.50%	4.50%
LEAD COOK	HR	20.79	21.72	22.70	23.72	24.79	25.90		
	Monthly	3,617.46	3,779.28	3,949.80	4,127.28	4,313.46	4,508.60		
	Annual	43,394.58	45,347.33	47,387.96	49,520.42	51,748.84	54,077.54		
COOK	HR	18.31	19.14	20.00	20.90	21.84	22.82		
	Monthly	3,185.94	3,330.36	3,480.00	3,638.60	3,800.16	3,970.68		
	Annual	38,228.97	39,949.27	41,746.99	43,625.61	45,588.76	47,640.25		

Year-to-Year Application of Wage Adjustments: In order to keep a formulaic difference between salary grades and steps year-to-year, the annual salary is considered the 'base'. To determine the actual hourly rate, the annual wage is divided by 2,088 (174 hours times 12 months) and then rounded up to the nearest cent using MS Excel. Multiplying the hourly rate by 2,088 will likely be different than the actual annual 'base' due to rounding. When double-checking COLAs, Step Differentials, or Salary Grade differentials, employees should use the annual salary amounts.

**JEFFERSON COUNTY LAW ENFORCEMENT EMPLOYEES
2022-23 SALARY SCHEDULE
MATRIX A: NON OPSRP (Employer pays 6%)**

EFFECTIVE January 1, 2023									
BASED ON A 2.0% January 1, 2023 and 174 monthly base hours.									
		3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	7.50%	4.00%
		INTERMEDIATE						ADVANCED	
CLASSIFICATION	ST/GR	1	2	3	4	5	6	7	8
PATROL DEPUTY	HR	29.45	30.49	31.55	32.66	33.80	34.98	37.61	39.11
	Monthly PD I	5,124.30	5,305.26	5,489.70	5,682.84	5,881.20	6,086.52	6,544.14	6,805.14
	Annual	61,490.90	63,643.08	65,870.59	68,176.06	70,562.22	73,031.90	78,509.29	81,649.66
CORRECTIONS DEPUTY	HR	28.70	29.70	30.74	31.82	32.93	34.08	36.64	38.10
	Monthly CD I	4,993.80	5,167.80	5,348.76	5,536.68	5,729.82	5,929.92	6,375.36	6,629.40
	Annual	59,909.37	62,006.20	64,176.41	66,422.59	68,747.38	71,153.54	76,490.05	79,549.65
Work Crew, Field Tech, Dog Control (92%)	HR	26.40	27.33	28.28	29.27	30.30	31.36		
	Monthly WFD	4,593.60	4,755.42	4,920.72	5,089.98	5,272.20	5,456.64		
	Annual	55,116.52	57,045.70	59,042.30	61,108.78	63,247.59	65,461.25		
								Eff. 7/1/2023	Eff. 7/1/2024
CIVIL DEPUTY & RECORDS CLERK	HR	22.56	23.35	24.17	25.01	25.89	26.79	27.73	28.70
	Monthly CRW	3,925.44	4,062.90	4,205.58	4,351.74	4,504.86	4,661.46	4,825.02	4,993.80
	Annual	47,093.32	48,741.59	50,447.54	52,213.21	54,040.67	55,932.09	57,889.72	59,915.86
TRANSCRIPTIONIST	HR	23.05	23.86	24.70	25.56	26.45	27.38		
	Monthly TR	4,010.70	4,151.64	4,297.80	4,447.44	4,602.30	4,764.12		
	Annual	48,125.65	49,810.04	51,553.39	53,357.76	55,225.29	57,158.17		
ADMINISTRATION	HR	26.41	27.33	28.29	29.28	30.30	31.36		
	Monthly AD	4,595.34	4,755.42	4,922.46	5,094.72	5,272.20	5,456.64		
	Annual	55,124.23	57,053.57	59,050.45	61,117.22	63,256.32	65,470.29		
			4.50%	4.50%	4.50%	4.50%	4.50%		
LEAD COOK	HR	19.83	20.72	21.65	22.62	23.64	24.71		
	Monthly LC	3,450.42	3,605.28	3,767.10	3,935.88	4,113.36	4,299.54		
	Annual	41,386.13	43,248.51	45,194.69	47,228.45	49,353.73	51,574.65		
COOK	HR	17.47	18.25	19.07	19.93	20.83	21.77		
	Monthly C	3,039.78	3,175.50	3,318.18	3,467.82	3,624.42	3,787.98		
	Annual	36,459.61	38,100.29	39,814.80	41,606.47	43,478.76	45,435.30		

Year-to-Year Application of Wage Adjustments: In order to keep a formulaic difference between salary grades and steps year-to-year, the annual salary is considered the 'base'. To determine the actual hourly rate, the annual wage is divided by 2,088 (174 hours times 12 months) and then rounded up to the nearest cent using MS Excel. Multiplying the hourly rate by 2,088 will likely be different than the actual annual 'base' due to rounding. When double-checking COLAs, Step Differentials, or Salary Grade differentials, employees should use the annual salary amounts.

**JEFFERSON COUNTY LAW ENFORCEMENT EMPLOYEES
2022-23 SALARY SCHEDULE
MATRIX B: OPSRP Only (Employee pays 6%)**

EFFECTIVE January 1, 2023
This schedule is 6.85% higher than matrix A
BASED ON A 2.0% January 1, 2023 and 174 monthly base hours

CLASSIFICATION	ST/GR	3.50%						7.50%	4.00%
		1	2	3	4	5	6	INTERMEDIATE	ADVANCED
PATROL DEPUTY	HR	31.50	32.60	33.74	34.93	36.15	37.41	40.22	41.83
	Monthly Annual	5,481.00 65,764.52	5,672.40 68,066.28	5,870.76 70,448.60	6,077.82 72,914.30	6,290.10 75,466.30	6,509.34 78,107.62	6,998.28 83,965.69	7,278.42 87,324.32
CORRECTIONS DEPUTY	HR	30.69	31.77	32.88	34.03	35.22	36.45	39.18	40.75
	Monthly Annual	5,340.06 64,073.07	5,527.98 66,315.63	5,721.12 68,636.67	5,921.22 71,038.96	6,128.28 73,525.32	6,342.30 76,098.71	6,817.32 81,806.11	7,090.50 85,078.35
Work Crew, Field Tech, Dog Control (92%)	HR	28.24	29.22	30.25	31.31	32.40	33.54		
	Monthly Annual	4,913.76 58,947.22	5,084.28 61,010.38	5,263.50 63,145.74	5,447.94 65,355.84	5,637.60 67,643.29	5,835.96 70,010.81		
							Eff. 7/1/2023	Eff. 7/1/2024	
CIVIL DEPUTY & RECORDS CLERK	HR	24.13	24.97	25.84	26.75	27.69	28.65	29.66	30.69
	Monthly Annual	4,188.62 50,366.31	4,344.78 52,129.13	4,496.16 53,953.65	4,654.50 55,842.03	4,818.06 57,796.50	4,985.10 59,819.37	5,160.84 61,913.05	5,340.06 64,080.01
TRANSCRIPTIONIST	HR	24.66	25.52	26.41	27.34	28.29	29.28		
	Monthly Annual	4,290.84 51,470.38	4,440.48 53,271.84	4,595.34 55,136.36	4,757.16 57,066.13	4,922.46 59,063.44	5,094.72 61,130.66		
ADMINISTRATION	HR	28.24	29.23	30.25	31.31	32.41	33.54		
	Monthly Annual	4,913.76 58,955.36	5,086.02 61,018.80	5,263.50 63,154.46	5,447.94 65,384.86	5,639.34 67,652.63	5,835.96 70,020.47		
LEAD COOK	HR	21.20	22.16	23.15	24.20	25.28	26.42		
	Monthly Annual	3,688.80 44,262.47	3,855.84 46,254.28	4,028.10 48,335.72	4,210.80 50,510.83	4,398.72 52,783.82	4,597.08 55,159.09		
COOK	HR	18.68	19.52	20.40	21.32	22.28	23.28		
	Monthly Annual	3,250.32 38,993.55	3,396.48 40,748.26	3,549.60 42,581.93	3,709.68 44,488.12	3,876.72 46,500.53	4,050.72 48,593.06		

Year-to-Year Application of Wage Adjustments: In order to keep a formulaic difference between salary grades and steps year-to-year, the annual salary is considered the 'base'. To determine the actual hourly rate, the annual wage is divided by 2,088 (174 hours times 12 months) and then rounded up to the nearest cent using MS Excel. Multiplying the hourly rate by 2,088 will likely be different than the actual annual 'base' due to rounding. When double-checking COLAs, Step Differentials, or Salary Grade differentials, employees should use the annual salary amounts.

**JEFFERSON COUNTY LAW ENFORCEMENT EMPLOYEES
2023-24 SALARY SCHEDULE
MATRIX A: NON OPSRP (Employer pays 6%)**

EFFECTIVE July 1, 2023
BASED ON A 5.0% July 1, 2023 and 174 monthly base hours

			3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	7.50%	4.00%
CLASSIFICATION	ST/GR		1	2	3	4	5	6	INTERMEDIATE	ADVANCED
									7	8
PATROL DEPUTY	HR		30.93	32.01	33.13	34.29	35.49	36.73	39.49	41.06
	Monthly	PD I	5,381.82	5,569.74	5,764.62	5,966.46	6,175.26	6,391.02	6,871.26	7,144.44
	Annual		64,565.45	66,825.24	69,164.12	71,584.86	74,090.33	76,683.50	82,434.76	85,732.15
CORRECTIONS DEPUTY	HR		30.13	31.19	32.28	33.41	34.58	35.79	38.47	40.01
	Monthly	CD I	5,242.62	5,427.06	5,616.72	5,813.34	6,016.92	6,227.46	6,693.78	6,961.74
	Annual		62,904.84	65,106.51	67,385.23	69,743.72	72,184.75	74,711.21	80,314.55	83,527.14
Work Crew, Field Tech, Dog Control (92%)	HR		27.72	28.89	29.70	30.73	31.81	32.92		
	Monthly	WFD	4,823.28	4,992.09	5,167.80	5,347.02	5,534.94	5,728.08		
	Annual		57,872.45	59,897.98	61,994.41	64,164.22	66,409.97	68,734.32		
									Eff. 7/1/2023	Eff. 7/1/2024
CIVIL DEPUTY & RECORDS CLERK	HR		23.89	24.52	25.37	26.26	27.18	28.13	29.12	30.14
	Monthly	CRW	4,122.06	4,266.48	4,414.38	4,569.24	4,729.32	4,894.62	5,066.88	5,244.36
	Annual		49,447.99	51,178.67	52,969.92	54,823.87	56,742.70	58,728.70	60,784.20	62,911.65
TRANSCRIPTIONIST	HR		24.21	25.05	25.93	26.84	27.78	28.75		
	Monthly	TR	4,212.54	4,358.70	4,511.82	4,670.16	4,833.72	5,002.60		
	Annual		50,631.93	52,300.55	54,131.06	56,025.65	57,986.55	60,016.08		
ADMINISTRATION	HR		27.73	28.70	29.70	30.74	31.81	32.93		
	Monthly	AD	4,825.02	4,993.80	5,167.80	5,348.76	5,534.94	5,728.82		
	Annual		57,890.44	59,906.25	62,002.97	64,173.08	66,419.13	68,743.80		
			4.50%	4.50%	4.50%	4.50%	4.50%			
LEAD COOK	HR		20.82	21.75	22.73	23.75	24.82	25.94		
	Monthly	LC	3,622.68	3,784.50	3,955.02	4,132.50	4,318.68	4,513.56		
	Annual		43,455.44	45,410.93	47,454.43	49,589.87	51,821.42	54,153.38		
COOK	HR		18.34	19.16	20.03	20.93	21.87	22.85		
	Monthly	C	3,191.16	3,333.84	3,485.22	3,641.82	3,805.38	3,975.90		
	Annual		38,292.59	40,005.30	41,805.54	43,686.79	45,652.70	47,707.07		

Year-to-Year Application of Wage Adjustments: In order to keep a formulaic difference between salary grades and steps year-to-year, the annual salary is considered the 'base'. To determine the actual hourly rate, the annual wage is divided by 2,088 (174 hours times 12 months) and then rounded up to the nearest cent using MS Excel. Multiplying the hourly rate by 2,088 will likely be different than the actual annual 'base' due to rounding. When double-checking COLAs, Step Differentials, or Salary Grade differentials, employees should use the annual salary amounts.

M-202-22

**JEFFERSON COUNTY LAW ENFORCEMENT EMPLOYEES
2023-24 SALARY SCHEDULE
MATRIX B: OPSRP Only (Employee pays 6%)**

EFFECTIVE July 1, 2023										
This schedule is 6.95% higher than matrix A										
BASED ON A 5.0% July 1, 2023 and 174 monthly base hours										
		3.50%	3.50%	3.50%	3.50%	3.50%	7.50%	4.00%		
								INTERMEDIATE	ADVANCED	
CLASSIFICATION	ST/GR	1	2	3	4	5	6	7	8	
PATROL DEPUTY	HR	33.08	34.23	35.43	36.67	37.96	39.28	42.23	43.92	
	Monthly PD I	5,755.92	5,956.02	6,164.82	6,380.58	6,605.04	6,834.72	7,348.02	7,642.08	
	Annual	69,052.74	71,469.59	73,971.03	76,560.01	79,239.61	82,013.00	88,163.97	91,690.53	
CORRECTIONS DEPUTY	HR	32.23	33.35	34.52	35.73	36.98	38.27	41.14	42.79	
	Monthly CD I	5,608.02	5,802.90	6,006.48	6,217.02	6,434.52	6,658.98	7,158.36	7,445.46	
	Annual	67,276.72	69,631.41	72,068.51	74,590.90	77,201.59	79,903.64	85,896.41	89,332.27	
Work Crew, Field Tech, Dog Control (92%)	HR	29.65	30.69	31.76	32.87	34.02	35.21			
	Monthly WFD	5,159.10	5,340.06	5,526.24	5,719.38	5,919.48	6,126.54			
	Annual	61,894.58	64,069.89	66,303.03	68,623.63	71,025.46	73,511.35			
								EFF 7/1/2023	EFF 7/1/2024	
		3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%		
CIVIL DEPUTY & RECORDS CLERK	HR	25.33	26.22	27.14	28.09	29.07	30.09	31.14	32.23	
	Monthly CRW	4,407.42	4,562.28	4,722.36	4,887.66	5,058.18	5,235.66	5,418.36	5,608.02	
	Annual	52,884.62	54,735.58	56,651.33	58,634.13	60,686.32	62,810.34	65,008.70	67,284.01	
TRANSCRIPTIONIST	HR	25.89	26.79	27.73	28.70	29.71	30.75			
	Monthly TR	4,504.86	4,661.46	4,825.02	4,993.80	5,169.54	5,350.50			
	Annual	54,043.90	55,935.43	57,893.17	59,819.43	62,016.61	64,187.20			
ADMINISTRATION	HR	29.65	30.69	31.76	32.88	34.03	35.22			
	Monthly AD	5,159.10	5,340.06	5,526.24	5,721.12	5,921.22	6,128.28			
	Annual	61,903.13	64,069.74	66,312.18	68,633.11	71,035.26	73,521.50			
		4.50%	4.50%	4.50%	4.50%	4.50%	4.50%			
LEAD COOK	HR	22.26	23.27	24.31	25.41	26.55	27.74			
	Monthly LC	3,873.24	4,048.98	4,229.94	4,421.34	4,619.70	4,826.76			
	Annual	46,475.59	48,568.99	50,752.51	53,036.37	55,423.01	57,917.04			
COOK	HR	19.61	20.50	21.42	22.38	23.39	24.44			
	Monthly C	3,412.14	3,567.00	3,727.08	3,894.12	4,069.86	4,252.56			
	Annual	40,943.23	42,785.67	44,711.03	46,723.02	48,825.56	51,022.71			

Year-to-Year Application of Wage Adjustments: In order to keep a formulaic difference between salary grades and steps year-to-year, the annual salary is considered the 'base'. To determine the actual hourly rate, the annual wage is divided by 2,088 (174 hours times 12 months) and then rounded up to the nearest cent using MS Excel. Multiplying the hourly rate by 2,088 will likely be different than the actual annual 'base' due to rounding. When double-checking COLAs, Step Differentials, or Salary Grade differentials, employees should use the annual salary amounts.

4871-3342-3926, v. 1

JCLEA CBA July 2022 to June 2025

M-202-22