



COLLECTIVE BARGAINING AGREEMENT BETWEEN
DESCHUTES COUNTY
DESCHUTES COUNTY SHERIFF
AND
DESCHUTES COUNTY SHERIFF EMPLOYEES ASSOCIATION

JULY 1, 2025 – JUNE 30, 2026

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AGREEMENT BETWEEN DESCHUTES COUNTY, OREGON
AND
DESCHUTES COUNTY SHERIFF EMPLOYEES ASSOCIATION

1. PREAMBLE AND SCOPE

- A. This Agreement is entered into this 1st day of July, 2025, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and the DESCHUTES COUNTY SHERIFF EMPLOYEES ASSOCIATION, hereinafter referred to as "Association," and shall be in effect through June 30, 2026.
- B. This Agreement shall apply to regular full-time and regular part-time (20 hours per week or more) Sheriff's Office personnel, including law enforcement, corrections, and clerical functions, excluding elected officials, supervisors, confidential employees, and volunteers.

2. RECOGNITION

- A. The County recognizes the Association as the sole and exclusive representative with respect to wages, hours and specified conditions of employment, for all regular full-time and part-time (20 hours per week or more), employees included in the bargaining unit, as set out below.
- B. The following job classifications are included in the general bargaining unit.
 - (1) Deputy Sheriff
 - (2) Records Specialist
 - (3) Civil Technician
 - (4) Evidence Technician
 - (5) Mechanic
 - (6) Digital Forensic Detective
 - (7) Corrections Nurse
 - (8) Field Technician
 - (9) Corrections Technician
 - (10) Emergency Services Coordinator
 - (11) Sheriff's Office Building Maintenance Specialist

- C. The following job classifications are included in the Sergeant's bargaining unit.

- (1) Sergeants

- D. The County, when exercising the right to create or combine positions, shall meet with the authorized representative of the Association for the purposes of determining if the position or positions should be included within the bargaining unit. If, after a meeting of the parties, a dispute remains concerning the appropriateness of inclusion or exclusion of a position, parties shall jointly petition the Employment Board for unit clarification.
- E. If the duties of any classification are substantially changed, or if a new classification is added into the bargaining unit, the following procedure shall apply:
 - 1. If the Sheriff forwards to the Association a proposed wage scale for the new or changed classification, the Association will then have the right to reopen the contract for the sole purpose of negotiating a wage for that classification.
 - 2. In the event the Association believes that the duties of an existing classification have been substantially changed or that a new classification has been added into the bargaining unit, but the Sheriff does not forward to the Association a proposed wage scale for the classification, the Association shall have the right to send a letter to the Sheriff asserting the right to reopen this Agreement for the sole purpose of negotiating a wage for the new or changed classification.
- F. If, after the procedures set forth in paragraph (1) or (2) above have been followed, the parties are unable to agree to the pay range, the question of the appropriate pay scale for the classification shall be submitted to arbitration pursuant to the grievance procedure in this Agreement. Negotiations under the above provisions shall last no longer than 30 days.

- 3. ASSOCIATION DUES AND FAIR SHARE PAYMENTS

- A. When an employee provides written authorization to the County, the County will deduct from the employee's salary an amount equal to the fees or dues required to be a member of the Association.
 - B. An employee may cancel his/her payroll deduction of dues by written notice to the County and the Association. The cancellation

will become effective no later than the second payroll after receipt of the notice.

- C. Dues amounts to be deducted shall be certified to the County by the Treasurer of the Association, and the aggregate deductions of all employees shall be remitted to the Treasurer of the Association by the County not later than the 10th day of the following month after such deductions are made. The amount to be deducted by the County shall be determined in accordance with the provisions of the Association's constitution.
- D. The County agrees to furnish the Association each month a listing of all bargaining unit employees covered by this Agreement.
- E. The Association agrees that it will indemnify, defend and hold the County harmless from all suits, actions, proceedings or claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement, or any combination thereof, on account of compliance with this Section. In the situation where an employee requests to cease his or her dues payments and the County does not comply with this request, the County shall be responsible for any claims related to its failure to comply with that request.

4. MANAGEMENT RIGHTS

- A. The County retains all the customary, usual and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any way incidental 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 limited by the terms of this Agreement. The County shall have no obligation to bargain with the Association with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, any subjects covered by the terms of this Agreement and closed to further bargaining for the term hereof, and any subject which was or might have been raised in the course of collective bargaining except as provided in O.R.S. 243.
- B. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the County shall include the following:
 - (1) To determine the service to be rendered to the citizens of the County.

- (2) 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.
- (3) To close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, officers, branches, operations or facilities for budgetary or other reasons.
- (4) To determine the need for a reduction or an increase in the workforce and the implementation of any decision with regard thereto.
- (5) To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, appearance, methods, and procedures.
- (6) To implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- (7) To assign and distribute work.
- (8) To contract or subcontract work which is not now performed by members of the bargaining unit. In the event the County decides to contract or subcontract work which is now performed by members of the bargaining unit, at the Association's option, the matter shall be submitted to the grievance procedure contained in this Collective Bargaining Agreement.
- (9) To assign shifts, workdays, hours of work and work locations.
- (10) To designate and to assign all work duties.
- (11) To introduce new duties and to revise job classifications and duties within the unit.
- (12) To determine the need for and the qualification of new employees, transfers and promotions.

(13) To discipline, suspend, demote or discharge an employee so long as such action is not arbitrary, in bad faith, or without just cause.

(14) 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 to be determined by the County.

5. EMPLOYEE RIGHTS

- A. Employees shall have the right to form, join and participate in the activities or matters of their own choosing, for the purpose of representation of matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of the Association. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by either the County or the Association because of the exercise of these rights.
- B. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, physical or mental disability, union affiliation or political affiliation, except for bona fide job requirements.

6. NO STRIKES AND NO LOCKOUTS

- A. The Association and its members, as individuals or a group, will not initiate, cause, promote, permit, participate in or join in any strike, work stoppage, or slow-down, picketing or any other restrictions or work at any location. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line, except that such picket line may be honored if crossing the picket line would be unreasonably dangerous or hazardous to the employee.
- B. The County agrees that there will be no lockouts during the term of this Agreement.
- C. In the event of strike, work stoppage, slow-down, 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 use every good faith effort to secure an orderly return to work of its members. This obligation and the obligation set forth 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 provisions of the Agreement.

7. ASSOCIATION BUSINESS

- A. Members of the bargaining unit elected to serve as authorized representatives of the Association shall perform their duties as representatives of the Association on their own time, except as provided in subsection B of this Section. The Association negotiation team shall be comprised of the Executive Board, four (4) of which are on duty. The Sheriff's Office shall not incur overtime as a result of this provision.
- B. The County shall allow up to the combined total of one hundred fifty (150) hours per year to the authorized representatives of the Association for the purpose of conducting Association business, exclusive of contract negotiations. Scheduling of time for Association business shall be by mutual agreement with the Association representative's supervisor and shall be documented on payroll records the same as any other time-off request.
- C. The County shall allow the use of the Sheriff's Office phones, copier, tape recorders and fax for Association business. The Association shall reimburse the Sheriff's Office for expenses exceeding \$250 per fiscal year.

8. BULLETIN BOARD

The County agrees to maintain a minimum of four (4) square feet of bulletin board space in each separate division and/or building used by Sheriff personnel to be used by the Association, not to exceed a total of six (6) bulletin boards.

9. OUTSIDE EMPLOYMENT

- A. Authorization for an employee to engage in outside employment shall be granted by the Sheriff if, in the reasonable judgment of the Sheriff, the employment meets the following conditions:
 - (1) The employment must not conflict with the employee's work.
 - (2) The employment must in no way be a discredit to the Sheriff, Sheriff's Office, or the County.
 - (3) The employment must in no way detract from the efficiency of the employee and their duties.

(4) In any situation where extra duty will be necessary in the employee's County work, such extra duty will take preference to the employee's outside employment.

(5) No employee shall perform any service or employment during County working hours for which he/she receives additional outside compensation.

- B. The Sheriff may withdraw authorization for any outside employment if the employee or employment violates any of the conditions set forth in Section A above.

10. SENIORITY AND LAYOFF

- A. Seniority, as used in this Agreement, is determined by the length of an employee's continuous full-time service with the Sheriff's Office. Part-time employees will not accrue seniority for full-time purposes (see Section G below). Any employee on leave which is not paid leave, or leave mandated by law, may accrue up to ninety (90) days seniority.
- B. The County will provide the Association with a copy of the seniority list upon request from the Association, which will then be posted on the bulletin board.
- C. An employee shall lose all seniority in the event of voluntary resignation, discharge for cause, is laid off and fails to respond to written notice as provided in Paragraph F, of this Agreement, is laid off work for a period of time greater than twenty-four (24) months, fails to report to work at the termination of an extended leave of absence, or while on a leave of absence accepts employment without permission, or is retired.
- D. Layoffs within job classification shall be in the inverse order of seniority as defined in Paragraph A. The classifications of Deputy Sheriff and Detective are considered the same job classification.

An exception to layoff in the inverse order of seniority may be made and a senior employee may be laid off before a junior employee when the junior employee is performing the job in question in a substantially superior manner, taking into consideration job performance, experience and other relevant factors.

- E. Employees shall be recalled in the inverse order of layoff if positions become available in the job classification from which the

employee was laid off. An employee's failure to respond to a recall notice as specified by Paragraph F of this Agreement, shall constitute a waiver of the employee's recall rights.

- F. For the purpose of recalling employees from layoff, the following procedures will be followed:
 - (1) For layoffs of less than five (5) days, a personal visit by the County representative or a phone call from the County will suffice.
 - (2) For layoffs of five (5) days to one month in duration, employees will have seven (7) days from the date that a certified notice is mailed to report to work unless a longer period is mutually agreed upon in writing.
 - (3) For layoffs longer than one month, employees will have fourteen (14) days from the date that certified notice is mailed to report to work unless a longer period is mutually agreed upon in writing.
- G. Part-time employees have seniority for layoff/recall purposes, shift bidding and vacation bidding within the part-time classifications only.

11. HOURS OF WORK

- A. A normal workday is defined as a twenty-four (24) hour period commencing with the beginning of the employee's scheduled shift day.
- B. The regular shift hours of work each day shall be consecutive and shall include a one-half (1/2) hour paid lunch period for deputies, detectives, corrections deputies, corrections technicians, animal control technicians, and nurses. Corrections deputies may not leave their workstation during the lunch period, but each corrections deputy assigned to the jail shall be provided, at no cost to them, one (1) meal from the correctional facility kitchen during the assigned work shift.
- C. Employees may, at the sole discretion of the Sheriff, be assigned to work a 5-8 schedule, a 4-10 schedule or a 4-12 schedule. The Sheriff reserves the right to determine which schedule an employee will work. The normal work shifts and work periods for these schedules are defined as follows:

- (1) 5-8 Schedule: A regular work shift on each workday shall consist of eight (8) hours per day during a seven (7) day work period.
- (2) 4-10 Schedule: A regular work shift on each workday shall consist of ten (10) hours per day during a seven (7) day work period.
- (3) 4-12 Schedule: Employees assigned to a 4-12 schedule will, at the discretion of the Sheriff, work one of the following shifts:
 - (a) Two (2) days, 24 hours off, two (2) nights, four days off;
 - (b) Straight days; or
 - (c) Straight nights

- D. The start time for each work shift will be determined by the Sheriff.
- E. All hours worked in excess of an employee's regularly scheduled shift shall be considered overtime. Pursuant to the provisions of 29 U.S.C. §207 (k), for purposes of determining overtime, County elects to establish an eight (8)-day work period for employees working a 4-12 schedule.
- F. Work schedules showing the employee's workdays and hours shall be posted on the Office's bulletin board. Except for emergency situations, and for the duration of the special or emergency situation, changes in work schedules shall be posted fourteen (14) days prior to the effective date of the change.

12. WORKING OUT OF CLASSIFICATION

- A. An employee designated to work temporarily for a period of forty (40) consecutive hours or more in a higher classification shall be compensated at the rate of pay of the higher classification for all hours worked in that classification.
- B. Any employee who is designated as a temporary supervisor shall:
 - (1) Receive a salary provided for and be subject to the conditions in Section A above.
 - (2) Assume all duties and be subject to the working conditions of other supervisors in the Office of similar rank for the duration of the temporary appointment.

- (3) Remain a member of the bargaining unit and receive the same benefits covered by this Agreement. Association dues will continue to be deducted during the temporary assignment.

13. COMPENSATION

- A. Effective July 1, 2025, the wage schedule shall be amended to reflect a COLA equal to the "average 12-month CPI percentage" from the twelve months of the Consumer Price Index for All Urban Consumers (CPI-U), West Region, Size Class B/C cities during the 2024 calendar year (the COLA beginning July 1, 2025 will be calculated using the average 12-month CPI percentage from January 2024 through December 2024).. The CPI% used for each month is the "12-month percent change" - meaning the month is compared (for the CPI index) to the same month from the previous year. The COLA shall have a minimum increase of not less than one percent (1%) and a maximum increase of not more than four percent (4%).
- B. Effective the first pay period following approval of contract and the receipt of all required signatures, salary ranges will be adjusted as set forth in Appendix A.
- C. Pay Periods. Employees shall be paid on a monthly basis and shall receive their paycheck on the last business day of the month.
- D. If a DCSEA Deputy applies for a new Deputy position such as Corrections or Patrol and is hired, pay steps will be determined by the following guidelines:
- (1) Deputies without DPSST certifications will maintain their current hourly pay rate until their annual review date occurs.
- a. Annual review date will remain the same as previous position.
- b. 12-month probation will start on new hire date.
- (2) Deputies currently receiving DPSST certification pay will be placed at Step 4 on the hourly pay scale until DPSST certification is achieved in their new discipline.
- a. DPSST Certification pay will stop until the employee is granted the DPSST certification in the new discipline (monetary loss).

- E. Deputies assigned to K-9 duty are responsible for the care and maintenance of the assigned canine and shall be compensated additional pay of \$500.00 per pay period. The additional pay is intended to compensate the officer for the ordinary off-duty care and maintenance of the canine and meet minimum wage requirements under the law. Deputies assigned to K-9 duty will not receive overtime wages for the care and maintenance of the canine.
- F. Employees assigned as Training Officers (TO's) for the FTEP program shall receive additional compensation of \$40.00 per day while working a shift as a TO. An employee does not need to be off of probation to receive this incentive.
- G. As approved by the Sheriff and demonstrated need in the Office, bi-lingual employees can receive \$150.00 additional bi-lingual pay compensation per pay period for translations or signing language. Employees shall be required to pass an approved bi-lingual test prior to receiving the compensation and yearly thereafter.
- H. Employees may be assigned to positions such as SWAT, K9, FTO's, Detectives, or other special assignments at the discretion of the Sheriff. Such assignments may be withdrawn and/or the employees reassigned at any time by the Sheriff based on the operational needs of the Sheriff's Office. Any additional compensation afforded to employees as a result of these discretionary assignments will terminate at the conclusion of the assignment.
- I. Anniversary date is defined as the date of hire in a specific classification.
- J. Employees assigned to work a 4-12 schedule will, for each pay period in which the employee works a 4-12 schedule for the full pay period, receive additional compensation at the rate of 9.2 hours times the employee's regular rate of pay, converted to an hourly rate. If an employee works 4-12 shifts for less than the full pay period, the employee will receive this additional compensation prorated to the percentage of hours the employee is assigned to work 4-12 shifts in the pay period.
- K. Employees designated by the Sheriff as on-call shall be compensated at the rate of three (3) hours of standby pay for days the employee is not scheduled to work. All standby time shall be paid at the overtime rate of time and one-half (1 ½) the regular hourly rate of pay. Employees will receive both standby pay as well as callback pay when called back to work while on standby.

L. Lateral Sworn, New-Hire Deputy Sheriff Incentive Compensation:

Certification and Wellness Incentive Pay:

- For Oregon Certified new-hire applicants, certificate pay begins upon hire date.
 - 6% - Intermediate
 - 11% - Advanced
- Out of State Certified new-hire applicants will receive certificate pay as soon as certification is granted by DPSST.
- 3% Wellness Incentive pay begins upon hire date.

Compensation:

- 50 hours Compensatory Bank issued upon hire date.

14. MILEAGE AND EXPENSE REIMBURSEMENT

- A. An employee authorized and directed to utilize their own vehicle in the performance of official County duties shall be compensated at the IRS rate for the reasonable mileage necessary in conjunction with such duties.
- B. Subsistence allowance for authorized official overnight trips shall be compensated on the basis of reasonable actual expense, in accordance with the County's Employee Reimbursement Policy.
- C. During the course of the recruit school presently conducted at Salem, Oregon, recruits will be compensated by the County at their regular wages. DCSO members attending the Academy will be provided with a Sheriff's Office vehicle and gas card for transportation to and from the Academy. Members are required to carpool to and from the Academy, unless prior authorization is made with the Division Commander. If using your POV, no reimbursement of fuel or mileage will occur.

15. PAY STEPS

- A. An employee shall advance to the next step of their pay range upon completion of the first 12 months of their probationary period and receipt of a "meets standards" performance evaluation.
- B. If an employee is hired on the first of the month through the 15th of the month, the performance evaluation will be completed within the month of hire, and if a step increase is granted it will be retroactive to the first day of the current pay period. If an employee is hired on the 16th of the month through the end of the month, the

performance evaluation will be completed the following month and if a step increase is granted it will be applied beginning the first day of the following pay period.

- C. An employee is eligible for a step increase every twelve months thereafter unless they have reached the top step of the range.
- D. Step increases shall be granted for employees who meet standards.
- E. Individual performance evaluations are not grievable. However, if as a result of a performance evaluation an employee is denied an increase, or if the performance evaluation includes criticism of an employee for which progressive discipline has never been utilized, then the performance evaluation may be grieved through Step 2 of Article 35. However, if the Sheriff uses the performance evaluation process for other than evaluating the performance of employees in order to deny employees step increases, a pattern of improper evaluations may be grieved by the Association through Step 3 of Article 35.

16. OVERTIME & COMPENSATORY TIME

- A. Overtime, as used in this Agreement, shall mean that time an employee is authorized and directed to work in excess of their regularly scheduled shift in accordance with Article 11, above.
- B. Overtime shall be computed to the nearest minute.
- C. Overtime shall be paid at a rate of time-and one-half (1 ½) times the regular hourly rate of pay.
- D. Excluding Sergeants, non-exempt employees may receive compensatory time-off at the rate of one and one half (1 1/2) hours for each overtime hour worked in lieu of overtime pay by mutual agreement between the employee and the Sheriff or the Sheriff's Designee. Compensatory time accrual for such employees shall not exceed eighty (80) hours. Compensatory time off requests will be handled the same as vacation requests subject to the reasonable operational needs of the Sheriff.
- E. Sergeants are not eligible for compensatory time.

17. COURT TIME

- A. Court time, as defined in this Agreement, is any legal, equitable, or administrative proceeding arising as a result of the performance of the employee's duties, where the employee is subpoenaed to appear in court on a civil or criminal case.
- B. Authorized court time outside the regular duty hours shall be compensated at the overtime rate for a minimum of four (4) hours.
- C. Employees shall not be paid for more than one court appearance per calendar day unless the start time for the second call-in is at least 4 hours after the first call-in. This section shall not apply if the scheduled court appearance occurs 1 hour or less before the beginning of the employee's regular shift or if the appearance extends the employees' regular shift by 1 hour or less.
- D. If a court or hearing appearance is scheduled for an employee's day off and is canceled without actual notification to the employee being received within eighteen (18) hours of such appearance time, the employee shall be paid for four (4) hours at their overtime rate.
- E. All witness fees, mileage allowance, and related remuneration paid for appearance in court proceedings during the employee's scheduled shift, or for which the employee is entitled to compensation by the County, shall be turned over to the County.

18. CALL BACK TIME

- A. When the employees are recalled by the County to active duty, they shall be compensated at the overtime rate for a minimum of four (4) hours, regardless of the length of the callback.
- B. When the Sheriff determines it necessary to utilize additional personnel to provide shift coverage, such replacement personnel shall be selected from a list furnished by the Association consisting of bargaining unit personnel, within their respective divisions.

If no bargaining unit personnel are available from the list to work, then reserve personnel may be used.

19. LONGEVITY

Full-time employees who have worked continuously for the County shall receive additional pay per pay period for each five years of continuous full-time service worked as outlined below:

\$97.50 FY 25/26

During the 25/26 fiscal year, the County agrees to provide Association members pay for longevity in equal measure to that provided to County non-represented employees.

20. PROFESSIONAL CERTIFICATION

Each employee who qualifies for payment under this Section shall be paid for professional certification as follows:

- A. The County agrees to pay the premiums set forth to those Deputies and Detectives who qualify under the following terms:
 - (1) A six (6) percent increase in the base pay upon satisfying the following requirements:
 - a. Must obtain an intermediate DPSST certification.
 - b. Maintain for previous twelve (12) months and continue to maintain a satisfactory evaluation in the Deschutes County Sheriff's Office.
 - (2) An eleven (11) percent increase in base pay upon satisfying the following requirements:
 - a. Must obtain an advanced DPSST certification.
 - b. Maintain for previous twelve (12) months and continue to maintain a satisfactory evaluation from the Deschutes County Sheriff's Office.
 - (3) Any DPSST Certified employee and Animal Control Technician, except new-hire probationary employees, who annually run and pass designated wellness testing, will receive an additional three (3) percent of base pay. If DPSST makes an annual test and passage a condition of continuing employment for all certified employees, this incentive will not be paid after implementation of such a rule.
- B. The base pay shall be defined as that step of the range which the officer is assigned.
- C. With the exception of paragraph A.3. of this article, an officer who qualifies for premium payment under this Section shall be entitled

to payment under only one paragraph. Premiums are not cumulative.

21. EDUCATION EXPENSES

- A. The County will supplement State and Federal police education funding with County funds, if necessary, to provide partial reimbursement, as defined in paragraph B, of the cost of tuition for non-probationary members of the bargaining unit to enroll in approved degree courses which may be applied to an AA/AS, BA/BS, or MA/MS degree, subject to prior approval of the course and completion of the course with a grade of C or better.
- B. The following conditions apply to education expense reimbursement:
 - (1) Prior to receiving County funding an employee must declare a major or course of study.
 - (2) Reimbursement shall be made at the rate of eighty percent (80%) per credit cost as set by Oregon State University, Cascade Campus.
 - (3) Reimbursement shall be limited to a maximum of one hundred (100) hours of lower division credit and ninety (90) hours of upper division credit. Calculations of hours shall include any accrued credits of a member. The cost of only one degree at any level will be eligible for reimbursement. (Ex: one bachelor's degree and one master's degree.)
 - (4) The County shall maintain a list of approved degree curriculums which include: Criminal Justice, Business Management, Corrections Science, Computer Science, Psychology, and any other job-related degree approved by the Sheriff.
 - (5) Any member not qualified for reimbursement because of maximum credit accrual shall nonetheless be eligible for tuition reimbursement for approved job-related courses.
 - (6) Employees who in the year prior to their request for reimbursement meet the Internal Revenue Service definition of "highly compensated individual" are not eligible for such reimbursement.

22. HOLIDAYS

- A. Except for sergeants, each employee in the bargaining unit shall be entitled to receive one hundred four (104) hours per year of vacation time in lieu of holidays. An employee shall accrue vacation time in lieu of holidays at the rate of 8.66 hours per pay period. The maximum accrual of time in lieu of holidays shall be as specified in Article 23. Sergeants are not eligible to receive time in lieu of holidays as specified herein.
- B. An employee who is regularly scheduled to work on Thanksgiving Day, Christmas Day, or New Year's Day, in addition to their regular pay, he/she shall be paid holiday pay at one half their regular pay. One half is defined as 50% of the employee's regular hourly compensation.
- C. An employee who works an overtime shift, meaning a shift outside of their regularly scheduled shift, on Thanksgiving Day, Christmas Day or New Year's Day shall receive holiday pay, defined as 50% of the employee's regular hourly compensation, in addition to their overtime.
- D. Accrued holiday time may be paid to an employee or their beneficiary in the event of death or separation of employment.

23. VACATION TIME

- A. Sergeants are not eligible for vacation time under this Article 23. Instead, sergeants will accrue time management leave pursuant to Article 25 below.
- B. Vacation leave shall be credited monthly at the following rates.

Months of Service	Years	Vacation Hrs Per Year	Vacation Hrs Per Month
12 – 60	1 – 5	96 Hours	8 Hours
61 – 120	5 – 10	120 Hours	10 Hours
121 – 180	10 – 15	144 Hours	12 Hours
181 – 240	15 – 20	168 Hours	14 Hours
241+	20+	180 Hours	15 Hours

- C. 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, paid sick leave, leave authorized by the Family Medical Leave Act, or

Oregon Family Leave Act, time off resulting from an occupational disability, and paid education or law enforcement training leave, shall be included as continuous service. Time spent on other types of authorized leave without pay will not be counted as part of continuous service, provided that employees returning from such leave and employees on layoff status shall be entitled to credit for service prior to the leave or layoff.

- D. Beginning in the 2026 fiscal year and continuing each year thereafter, any employee with accrued combined holiday and vacation leave greater than 360 hours during the July pay period of each year shall forfeit the amount over the maximum accumulation. No payment shall be made for holiday or vacation time lost by an employee because of accrual limitations, unless the failure to take vacation is caused by the County or the Sheriff's insistence that the employee be at work during their scheduled vacation.
- E. Vacation sign up shall be conducted annually during the month of January through the use of vacation bid sheets. There shall be separate vacation schedules for each division. Employees shall be permitted to request vacation on either a split or an entire basis. Vacation time shall be selected by team on the basis of seniority, subject to the reasonable operational needs of the Sheriff. Provided, however, each employee will be permitted to exercise their right of seniority only once annually for a two-week period of time taken as a block, or two one-week increments. After all employees have had the opportunity to exercise their seniority once for vacation purposes, all employees shall have the right to select their remaining vacation days by seniority, subject to the reasonable operational needs of the Sheriff. Seniority rights may be exercised through a maximum of three rounds. Confirmation of vacation times shall be posted by March 1. Once the seniority sign-up process is complete, requests for additional time off will be prioritized on the basis of first-come-first-served.
- F. In the event of separation from employment, the employee shall be entitled to payment for accrued unused vacation leave. In event of death, earned but unused vacation leave shall be paid to the person or persons entitled to receive payment in accordance with state law.
- G. Eligible employees may sell back accrued vacation time and holiday leave annually on a limited basis as provided herein.

- (1) To be eligible to sell back their accrued vacation time or holiday leave, employees must have a balance of at least one year's accrual of vacation time and holiday leave they earn.
- (2) To be eligible to sell back accrued vacation time or holiday leave during their first five years of employment, employees must take a minimum of 40 hours of vacation or holiday time per year (November 1 to October 31). Thereafter, employees shall be required to take a minimum of 80 hours of vacation time or holiday leave per year (November 1 to October 31).
- (3) For the year 2025, vacation time and holiday leave sell back will proceed in accordance with existing practice. The Sheriff will notify the Association of the funds available for eligible employees to sell back their vacation time or holiday leave by October 27. Eligible employees will have one week from such notification to request to sell back to the County up to eighty (80) hours of vacation time or holiday leave. The County will buy back such hours at the request of eligible employees at their then current rate of pay, subject to funds being available for that purpose. The hours sold back to the County by eligible employees will be included in their November paycheck.
- (4) For the year 2026 and thereafter, vacation time and holiday leave sell back will proceed as described herein. Each year the Sheriff will notify the Association of the funds available for employees to sell back their vacation leave or holiday time by the last Monday of October. By the last business day of the November following such notification, eligible employees may elect to sell back to the County up to 80 hours of accrued vacation time or holiday leave which will be earned in the following calendar year, at their base rate of pay. Elections to sell back accrued vacation time or holiday leave hours are irrevocable once completed; they cannot be reversed.

Employees who have irrevocably elected to sell back accrued vacation time or holiday leave to the County as described herein will receive payment for the cash value of the amount of such leave they elected to sell back on the payday for the November pay period in the following year. If during the November pay period of the year following an employee's election to sell back such leave they do not have sufficient accrued leave to cover the number of hours they have elected to sell back, the uncovered hours will be automatically converted and sold back to them in December, which may

cause an employee's leave balance to drop below the required minimum stated in Paragraph (1) above.

By example, for leave sell back in 2026, the Sheriff will provide notice to the Association of the funds available by October 27, 2025. Employees who wish to sell back vacation time or holiday leave must irrevocably elect to do so by November 28, 2025. Employees who make such an election will receive payment for the cash value of the amount of such leave they elected to sell back in their paycheck for November of 2026.

24. SICK LEAVE

- A. Sergeants are not eligible for sick leave under this Article 24. Instead, Sergeants shall accrue time management leave pursuant to Article 25 below.
- B. Employees shall accumulate sick leave at the rate of eight (8) hours for each full pay period of continuous service. Accumulation of sick leave is unlimited. However, when an employee retires from County Service, they will be paid for one-half of the accumulated portion of sick leave above 960 hours.
- C. Sick leave shall be used only for the following:
 - (1) An employee is physically unable to perform duties because of illness or injury. The employee shall notify their immediate supervisor as soon as possible prior to the beginning of the shift. At the request of the immediate supervisor or another superior, the employee will obtain certification of an attending physician, documenting the nature and proof of illness.
 - (2) To obtain medical or dental care.
 - (3) As the result of exposure of a contagious disease under circumstances by which the health of fellow employees or the public could be endangered.
 - (4) Due to the illness of an employee's mother, father, spouse, sister, brother, children, grandparents or other close relatives; except as provided under Oregon and Federal Family Medical Leave laws; up to three (3) working days in succession per occurrence may be used for these purposes. The employee's immediate supervisor may grant additional days if special circumstances exist.

- (5) Parental leave shall be in accordance with Federal and Oregon family leave laws.
 - (6) Other leave allowed pursuant to the provisions of the Family Medical Leave Act and/or the Oregon Family Leave Act.
- D. Upon application by the employee, sick leave without pay and other employee benefits may be granted by the County for the remaining period of disability after accrued sick leave has been exhausted. The County may require that the employee submit a certificate from a physician periodically during the period of such absence. Sick leave and vacation credits shall not be accumulated during the period of such absence.
- E. In the event that an employee needs to utilize their allowance of sick leave, that employee shall notify the on-duty supervisor of the pending absence prior to the beginning of their assigned shift. Such notification should be made at the earliest possible time prior to the commencement of the employee's work shift and will include the nature or reason for the absence and the expected length of the absence, unless the employee is unable to do so because of the serious nature of the illness or injury. If a supervisor is unavailable, a message may be left at the main office.
- F. Unused sick leave credits shall be converted to retirement benefits to the extent allowed under the PERS system.
- G. When an injury occurs in the course of employment, and the employee has exhausted all pay provided in Article 26, the County's obligation to pay under the sick leave section is limited to the difference between any payment received under Workers' Compensation laws and the employee's net salary. An employee may elect not to receive such sick leave pay under this article. When an employee receives sick leave pay under this Article, pro-rata charges will be made against accrued sick leave.
- H. A physician's statement documenting an employee's illness may be required at the option of the Sheriff or their designee if an employee utilizes more than three (3) consecutive days of sick leave, or if the employee is demonstrating a pattern of sick leave abuse. Abuse of sick leave privileges shall be treated in accordance with the discipline and discharge provisions of this Agreement.
- I. Sick leave is provided by the County in the nature of insurance against loss of income due to illness or injury. Except as otherwise provided in this Agreement, no compensation for accrued sick

leave shall be provided for any employee upon their death or termination of employment for whatever reason. Sick leave shall not accrue during any period of leave of absence without pay. In the event of an employee's death in the line of duty, one-half of the employee's accumulated but unused sick leave shall be payable to the person or persons entitled to receive payment in accordance with state law.

25. **TIME MANAGEMENT LEAVE – Sergeants**

- A. The provision of time management leave ("TML") to sergeants is governed by the Sergeants' Exempt Time Management Leave Program found in Appendix B and as otherwise provided in this Article 25.
- B. Only DCSEA-represented Sergeants are eligible to participate in the Exempt Time Management Leave Program.

26. **WORKERS' COMPENSATION**

When an accepted on-the-job injury occurs during the course and scope of employment which prevents the employee from returning to any available position (per the treating physician's authorization), the County will continue the worker's regular gross salary for up to an annual total of 575 eligible hours each fiscal year. Eligible hours are those that are regularly scheduled for the employee each month. Extensions beyond 575 hours accrued during a fiscal year may be granted by unanimous Board of County Commissioners, Sheriff and Risk Manager agreement. Each approved extension will consist of 192 additional hours. Benefits begin after three (3) calendar days after the employee leaves work or loses wages as a result of a compensable injury.

27. **LEAVE OF ABSENCE WITH PAY**

- A. Employees shall be granted not more than three (3) days funeral leave with regular salary in the event of death in the immediate family of the employee. An employee shall be granted five (5) days if out-of-state travel is required. At the employee's option, and upon reasonable notice to the County, an employee may elect to take an additional three (3) workdays without pay, which shall be taken consecutively with the funeral leave with pay specified herein. An employee's immediate family shall include spouse, parent, children, brother, sister, mother-in-law, father-in-law, grandparents, and members of the employee's immediate household. For any other close relative, an employee may take funeral leave in accord with

this paragraph, but the time taken will be charged against sick leave or vacation, depending upon which one the employee elects. Leave provided in this section is concurrent to any leaves provided under OFLA when eligible.

- B. When an employee serves as a pallbearer, or in some other way participates in a funeral ceremony during their regular working hours, they will be granted a leave of absence with pay for the period necessary to participate, up to the number of hours in their regularly scheduled shift.
- C. Employees will be granted military leave in accordance with State and Federal law. Military leave may only be granted when the employee provides confirming documentation (military orders, training/drill schedule or other official documents) for the absence.

28. LEAVE OF ABSENCE WITHOUT PAY

- A. Except as otherwise required by law, requests for leaves of absence without pay may be approved in accordance with the following provisions:
- B. Upon request by an employee, the Sheriff may grant a leave of absence without pay not to exceed ninety (90) calendar days.
- C. Leaves of absence without pay for periods in excess of the leave provided by Section 27 of this Agreement must be approved by the Sheriff and may not be granted in increments of more than ninety (90) days.
- D. During such leave, the County will maintain at employee expense all benefits, with the exception of vacation and sick leave accrual, provided by this Agreement.
- E. Failure of an employee to pay the premiums for benefits in advance shall result in the termination of the leave of absence.

29. OTHER LEAVES

- A. Parental leave, not to exceed six months, may be granted without pay upon request of the employee. Parental leave may be extended or renewed for an additional period. Leave provided in this section is concurrent to any leaves provided under FMLA and/or OFLA leave when eligible.

- B. Employees elected to any Association office or selected by the Association to do work which takes them from their employment with the County, may be recommended by the Sheriff for a leave of absence without pay. Members of the Association selected to participate in other union activity shall, to the extent consistent with the operating requirements of the Sheriff's Office, be granted a leave of absence without pay, or by utilizing accumulated but unused compensatory time or vacation at the request of the Association and the employee. Any employee who has been granted such a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned their position with the County unless the employee, prior to expiration of said leave of absence, has made application for and has been granted an extension of said leave or has furnished evidence that he/she is unable to return by reason of illness or injury.
- C. 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 their professional ability through enrollment in educational courses related to their 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 leaves of absence, with requested extensions, for educational purposes may not be provided more than once in any three-year period.
- D. Employees may 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 skill and professional ability, when ordered by the Sheriff.
- E. Employees shall be allowed to take parental leave in accordance with Oregon and Federal Law. In addition, employees are required to utilize their sick time, compensatory time, holiday time, vacation time, and personal time to be charged against parental leave. The employee will inform the County as to which accumulated time they will be utilizing during the twelve (12) week period. Leave provided in this section is concurrent to any leaves provided under FMLA and/or OFLA leave when eligible.
- F. Military leave without pay will be granted to employees for performance of military service, pursuant to bona fide military

orders, in accordance with the provisions of Oregon State law and the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended. Employees may, but are not required to, use accrued and unused vacation leave or time management leave for any period of military service which is unpaid by the County. Copies of military orders shall be placed in the employee's personnel file.

30. JURY DUTY

Employees shall be granted leave with pay for service upon a jury, provided, however, that any money, other than mileage for personal vehicles, or salary, the employee receives as compensation for jury duty shall be turned over to the Sheriff's Office; and upon being excused from jury service for any day an employee shall immediately contact his or her supervisor for assignment for the remainder of their regular work day.

31. RETIREMENT

The County shall be a participant in the Public Employees Retirement System (PERS)/Oregon Public Service Retirement Plan (OPSRP), or its equivalent. After the employee has completed his/her six months employment period and holds a position requiring that the employee work in excess of 600 hours per year, the County shall make contributions to PERS/OPSRP in accordance with levels established for the employee's position. The employees will contribute to a retirement plan in accordance with State law. If alternatives to employee contributions are identified within the State law or if State law changes, the contract will automatically be opened for consideration of these issues. The County will take appropriate action to have the employee contribution defined as tax deferred.

The County will provide health insurance benefits at the same level and under the same conditions as a regular full-time employee, to retired Sheriff's Office employees, classified as PERS Police & Fire, collecting PERS who have worked for the County for a continuous twenty-five (25) years or more as a regular benefited employee on a full-time basis. This benefit will be provided until the employee is eligible for Medicare.

Employees who collect PERS and retire from the County with more than fifteen (15) years and less than twenty-five (25) years of full-time service are eligible to receive a County contribution towards their monthly insurance premiums until eligible for Medicare, in accordance with a schedule approved by the County.

32. INSURANCE

- A. Health insurance is to include the following:
 - (1) Medical Insurance
 - (2) Vision Insurance
 - (3) Dental Insurance
 - (4) Prescription Drug Insurance
 - (5) Orthodontic Insurance
- B. Health insurance benefits will be provided to DCSEA members under the same conditions and/or restrictions as provided to all other County employees.
- C. A health benefits plan document shall be adopted annually by the County following a review of the Employee Benefits Advisory Committee. The per FTE cost of providing the health benefits called for in this plan shall be determined by an actuarial valuation. The County shall annually, as part of the budget adoption process, establish an employee premium contribution.

The employee premium contribution shall be no greater than 9.5% of the per-FTE cost of providing health benefits under the plan adopted by the County each fiscal year. In any event, during the terms of this Agreement, the employee health insurance monthly premium contribution will not exceed \$190.00.

- D. Throughout the duration of the contract, DCSEA will have two (2) employee representatives on the County Employee Benefit Advisory Committee.
- E. Other insurance is to include the following:
 - (1) Employee Life Insurance
 - (2) Dependent Life Insurance
 - (3) Long-term Disability Insurance
 - (4) Workers' Compensation Insurance
 - (5) Unemployment Insurance
 - (6) Retirement Health Insurance
 - (7) PORAC coverage for all DCSEA members

Other insurance benefits will be provided to DCSEA members under the same conditions and/or restrictions as provided to all other County employees. If coverage is adjusted and/or modified for all other County employees, the same will apply to DCSEA members.

F. IRS 125 Plan

In addition to health insurance and other insurance, the County will make available to DCSEA members a qualified IRS 125 Plan.

G. Eligibility

Regular full-time and regular part-time DCSEA employees will be eligible for insurance benefits in accordance with this contract. Regular part-time employees (half-time or more) will be eligible for benefits if they choose to pay pro-rated premium contributions based on their percentage of hours worked.

H. Married couples who both work for the County

Coverage will not be duplicated. One spouse or the other will be covered as the primary recipient.

I. In the event of death of an employee while on-duty or from an on-duty incident, Deschutes County shall, as soon as possible, issue a check in the amount of \$10,000.00 to the employee's immediate family or designee. This payment shall not be in lieu of any other benefit.

33. UNIFORMS AND EQUIPMENT

- A. If an employee is required to wear a uniform, protective clothing, or any type of protective device, such uniform shall be provided, maintained and cleaned in accordance with procedures prescribed by the Sheriff. Uniforms and equipment required by the County shall be furnished by the County. Expenses incurred in the cleaning or repair of such uniforms and equipment shall be borne by the County.
- B. The Sheriff shall determine the specifications for any and all Equipment issued to, and/or authorized, for use in the course of employment with the Sheriff's Office.
- C. Employees are responsible for the care and maintenance of all equipment issued to them and shall return all issued items in a serviceable condition upon separation of employment.
- D. Any employee assigned to detective work shall be allowed a plainclothes allowance of \$500.00 per fiscal year. The allowance will be paid on the July payroll plus all statutory benefits such as

PERS, social security, Worker's Compensation, etc. Employees assigned after August 1st shall receive a pro-rated payment. Employees voluntarily leaving the assignment prior to the end of the fiscal year shall have a pro-rated amount deducted from their next paycheck. Employees transferred out of the assignment involuntarily, at the expiration of their normal rotation period, or as a result of being promoted, shall not be required to repay the unused portion of their allowance.

34. FIREARMS AND FIREARMS TRAINING

- A. The Sheriff's Office will issue required firearms to all sworn deputies.
- B. The Sheriff's Office will furnish, on an annual rotation basis, all ammunition carried by employees utilizing a Sheriff's Office issued firearm.
- C. Use of Force and Firearms training shall be at the direction of the Sheriff or their designee, and it shall include at a minimum an annual qualification with Office issued duty ammunition.
- D. Upon retirement (with a minimum service of 10 years of County service), an employee shall have the right to retain their sidearm at a cost that is agreed upon by the employee and the Sheriff or a designee.
- E. When mandatory training is conducted at the Millican Range, outside of an employee's regularly scheduled shift, employees shall be paid an additional hour of wages at their overtime rate of pay.

35. GRIEVANCE PROCEDURE

- A. A grievance for the purpose of this Agreement is defined as a dispute regarding the alleged violation of this Agreement.
- B. A day is defined as a calendar day.
- C. In an effort to provide for resolution of disputes, the parties agree to the following procedures:

Step I: Any employee claiming a breach of any specific provision of this Agreement may refer the matter, in writing, to their immediate supervisor outside the bargaining unit within fourteen (14) days from the occurrence thereof, or the employee's knowledge of the facts thereof. The grievance

shall, at minimum, specify the article and section of the contract alleged to have been violated and the requested remedy. The employee shall provide a copy of the written grievance to the Association. The supervisor shall respond to the grievance in writing as quickly as possible, but no later than fourteen (14) working days after the grievance is filed.

Step II: If, after fourteen (14) days from the date of the filing of the grievance with the supervisor, the grievance remains unadjusted, the grievance may be submitted within fourteen (14) days to the Sheriff, along with a written statement as to why the supervisor's Step I response does not adequately resolve the grievance. The Sheriff shall meet with the aggrieved party, who may request an Association representative at the meeting. The meeting between the Sheriff and the aggrieved party shall be within fourteen (14) days of the Sheriff's receipt of the written grievance. The Sheriff shall respond to the grievance in writing within fourteen (14) days of such meeting. Neither party's Step II written statements or responses shall be introduced into evidence in a subsequent arbitration hearing on the grievance for the purpose of limiting any legal theory which either party may introduce under the facts.

Step III: If the Grievance is not resolved within twenty (20) days from the submission of the grievance to the Sheriff, the Association will have fourteen (14) days to serve notice, in writing, to the Sheriff of its intent to submit the grievance to final and binding arbitration. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator within fourteen (14) days of submitting the grievance to arbitration, the arbitrator shall be chosen in the following manner:

- a. Either party may request a list of five (5) names of arbitrators from the Oregon State Conciliation Service. Within five (5) days of the receipt of the list, the parties shall alternately strike names from the list until one name remains, and the remaining person on the list after the strikes have been completed shall serve as the arbitrator. The party striking the first name shall be determined by a coin flip.
- b. The arbitrator shall hold a hearing promptly and shall issue a decision within thirty (30) days of the hearing. The arbitrator's decision shall be in writing and shall set

forth findings of fact, reasoning, and conclusions of the issues submitted. The powers of the arbitrator shall be limited to determining if the Agreement has been violated; he/she shall have no authority to alter, modify, vacate or amend any of the terms of the Agreement.

- c. The cost of the arbitrator and court reporter (if the court reporter is requested by both parties) shall be borne by the losing party. Each party shall be responsible for costs of presenting its own case to arbitration. Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. Failure to submit the grievance in accordance with these time limits without such a waiver shall constitute abandonment of the grievance. Failure by the County to submit a reply after knowledge of the grievance by the party responsible for the reply within the specified time will move the grievance to the next step in the grievance procedure. A grievance may be terminated at any time upon receipt of a signed statement from the Association.
- d. Each party shall be responsible for compensating its own representative and witnesses at any step of this procedure.
- e. A grievant exercising their rights to pursue a grievance through this procedure may do so without discrimination and without loss of pay if meetings or conferences as called for herein occur during the employee's regularly assigned duty time.
- f. To the extent allowable by law, all information relative to a grievance and resolution accomplished via the grievance procedure shall be considered exempt from public disclosure in an effort to assure confidentiality to the employee.
- g. If the parties agree in writing, Steps I, and II, may be waived.

36. DISCIPLINE AND DISCHARGE

A. Disciplinary actions include the following:

- (1) Oral reprimand
- (2) Written reprimand

- (3) Suspension
- (4) Demotion
- (5) Discharge

- B. Discipline may be imposed only for just cause. Conduct reflecting discredit upon the Sheriff's Office, or which is a hindrance to the effective performance of County functions, shall be considered reason for disciplinary action. Such reason may include, but not be limited to, misconduct, inefficiency, incompetence, insubordination, misfeasance, malfeasance, the willful giving of false information, or the withholding of information, and violation of Agency rules. Disciplinary action need not be progressive but shall be appropriate for the nature of the offense committed. Oral reprimands imposed upon an employee shall not be subject to the grievance procedures of this Agreement. If there is reason to discipline an employee, the person imposing the discipline shall make reasonable efforts to do so in a manner that will not embarrass or humiliate the employee before other employees or the public.
- C. New hire probationary employees shall serve at the discretion of the Sheriff.
- D. If the Sheriff determines that there is just cause for discharge of a regular employee, the employee shall be suspended with pay for a minimum of five (5) calendar days, and the Sheriff shall deliver to the employee a written notice of such suspension and pending dismissal. Such notice shall specify the principal reason for the action. Unless otherwise resolved the dismissal shall become effective at the end of the period of suspension. Upon receipt of such written notice, the employee shall be given an opportunity to meet with the Sheriff and respond to the suspension and pending dismissal. Any discharge shall not be effective until an opportunity for such a meeting has been given the employee.
- E. An Association representative shall be allowed to be present, at an employee's request, at any meeting between the employee and any investigating officer, or superior officer, in which the employee reasonably believes that discipline may result from the meeting and/or investigation.
- F. An Association representative shall be allowed to be present at an employee's request at a meeting of a review board where the employee has received written charges brought by the Sheriff or others in which the employee is required to appear.

- G. No bargaining unit member shall be placed in a position of imposing written disciplinary action against another bargaining unit employee. This provision shall not apply to those bargaining unit members acting in the capacity of a Sergeant.
- H. The employee is entitled to a complete copy of the investigative report prior to any pre-disciplinary hearing.

37. PROBATIONARY PERIOD

- A. Every new employee shall serve a probationary period of eighteen (18) consecutive months. Once the employee has successfully completed the probationary period, and received a satisfactory evaluation, he/she shall be considered a regular employee and granted seniority retroactive to the date of hire.
- B. Probationary employees may be discharged at the discretion of the Sheriff during the probationary period.
- D. Employees who change classifications shall serve a probationary period of twelve (12) months. The Sheriff may return an employee on probationary status to their former position, provided the employee held regular status in the former position and the employee's former position is available. In the absence of the availability of the former position, the Sheriff may lay off an employee on probationary status. If the employee is still qualified to fulfill the requirements for their former position, the Sheriff will make available to the employee the next open position in the employee's former classification.

38. DRUG AND ALCOHOL POLICY

The Deschutes County Sheriff's Office drug and alcohol policy is applicable to all employees of the agency. Any policy will have the approval of Sheriff's management and Association before becoming effective.

39. GRIEVANCE COMMITTEE

- A. The Sheriff shall meet at mutually convenient times with the Association Grievance Committee, if such a committee exists. The Grievance Committee meetings with the Sheriff shall be held, if practicable, at times not to interfere with the Committee members' regular work period. The Association Grievance Committee shall consist of two members selected by the Association.

- B. The purpose of the Grievance Committee will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the Committee may discuss with the Sheriff other issues which would improve relationships between the parties. Prior notice of topics for discussion at such meetings shall be furnished by each party to the other.

40. ASSOCIATION REPRESENTATIVE

Employees selected by the Association to act as Association Representatives shall be known as Association Representatives. The names of the employees selected as Association Representatives and the names of local Association Representatives who may represent employees shall be certified in writing to the Sheriff by the Association. Duties required by the Association Representatives, excepting attendance at meetings with the Sheriff, supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee, shall not interfere with their or other employees' regular work assignment as employees of the County. Contacts between Association Representatives and employees, except for the aforementioned meetings, shall be made outside working hours.

41. PERSONNEL FILE

All of an employee's personnel files will be available for the employee's inspection during normal working hours. Should an employee desire a copy of any items in the files, such a copy shall be provided to the employee provided the employee signs a receipt for the copy. The employee has the right to respond in writing to any item placed in the files. The County will maintain the confidentiality of the files as per State law and will not release any information in the files to other than those authorized within the Sheriff's Office without the consent of the affected employee except where such release is compelled by either an order of a court or by State law.

42. RULES

The parties jointly recognize that as elected officials, the County Commissioners and the Sheriff of Deschutes County are directly responsible to the citizens of the County and the public generally for the performance of the functions and services performed by the County, and the Sheriff's Office, in particular. These responsibilities cannot be delegated, nor be the subject of a collective bargaining agreement. For this reason, it is jointly recognized that the County Commissioners and the Sheriff must retain a 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 rules will be promulgated or implemented which are inconsistent with a specific provision of this Agreement, provided, that 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.

43. FUNDING

- A. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established procedures, and in certain circumstances by vote of the citizens of Deschutes County. The level of employment within the bargaining unit is, therefore, contingent upon sources of revenue, and, where applicable, annual voter budget approval.
- B. The County has no intention of reducing the level of employment within the bargaining unit because of budgetary limitations but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement.
- C. In the event of budgetary limitations as determined by the County, the County shall have the right to reduce the level of employment within the bargaining unit in accordance with the layoff provisions of this Agreement. At the option of the County, the Sheriff may present an option to such a layoff to the Association, which option may include a reduction in wages or benefits currently being received by members of the bargaining unit. The Association, upon receipt of such option from the Sheriff, shall conduct a vote among its members as to whether to accept or reject the Sheriff's proposed option to a layoff. If the Association members accept the option proposed by the Sheriff, then the option shall be implemented by the County in lieu of a layoff. If the Association rejects the option proposed by the Sheriff, then the Sheriff has no authority to cut the level of wages or benefits provided by this Agreement.
- D. The County agrees to include in its annual budget request an amount sufficient to fund the wages and benefits provided by this Agreement but makes no guarantee as to the passage of such budget requests or voter approval thereof.

44. TRANSFERS

Employees shall be eligible to apply for any job openings in the Sheriff's Office for which they meet the minimum entry requirements for the job. The Sheriff shall consider such applications on the same basis as applications from non-Sheriff's Office employees.

45. SAVINGS CLAUSE

Should any section, paragraph or portion thereof of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific section, paragraph or portion thereof directly specified in the decision and shall not affect any of the other provisions of this agreement which shall remain in full force and effect. Upon the issuance of any such decision, the parties agree immediately to enter into negotiations for a substitute, if possible, for the invalidated section, paragraph or portion thereof.

46. COMPLETE AGREEMENT

This document is the complete agreement between the parties. By acceptance of this Agreement, the parties agree that the statements contained herein are each party's agreements and representations and that this Agreement embodies all agreements existing between the parties. It is further agreed that any issue not covered by the written Agreement is not a subject of the Agreement, regardless of whether such a subject was a proposal or demand of either party. The Sheriff's Office agrees to bargain those changes which constitute or impact mandatory subjects of bargaining pursuant to ORS. Chapter 243.

47. DURATION

- A. This Agreement shall be effective beginning July 1, 2025, and shall remain in full force and effect through June 30, 2026, when it expires at Midnight on that date. The Agreement will be reopened for bargaining a successor agreement on March 1, 2026, and bargaining for a successor agreement will commence no earlier than that date at dates and times that are mutually acceptable to the parties.
- B. This Agreement will remain in full force and effect during all periods of negotiations.

SIGNATURE PAGE

Approved this _____ day of _____, 2025, for the
Deschutes County Board of Commissioners.

FOR THE COUNTY

Anthoney DeBone, Chair

Patti Adair, Vice Chair

Phil Chang, Commissioner

Nick Lelack, County
Administrator

Ty Rupert, Deschutes
County Sheriff

FOR THE ASSOCIATION

Daniel Graham, President

Rob Lindsey, Vice resident

Deanna Tucker, Secretary

Scott Edwards, Representative

Matt Palmer, Representative

ATTEST:

Recording Secretary

Appendix A

Effective July 1, 2025, employees in the Corrections Nurse classification will receive a base wage increase of seventeen percent (17%).

Effective July 1, 2025, employees in the Records Specialist and Evidence Technicians classifications will receive a base wage increase of five percent (5%).

Effective July 1, 2025, wages for employees in the Mechanic classification will be adjusted as follows:

Classification Title	Code	FLSA	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
MECHANIC, SHERIFF'S OFFICE	2036	N	S051	28.04144	29.5173	31.0646	32.6571	34.4033	36.2162	38.1181

APPENDIX B

SUBJECT: TIME MANAGEMENT – DCSEA-REPRESENTED SERGEANTS

I. PURPOSE

It is the purpose of the DCSEA-represented Sergeants Time Management Program to provide Sergeants with a leave-with-pay program that is easily understood, responsive to individual needs, and easy to administer. This program is also intended to eliminate any abuse of sick leave while rewarding Sergeants for faithful attendance and productivity.

II. SCOPE

This program covers all DCSEA-represented Sergeants (“Sergeants”). Time Management Leave shall accrue in lieu of the following:

- Sick leave (non-occupational illness or injury leave)
- Vacation leave
- Family emergency
- Compensatory time
- Paid sick time as defined by the Oregon Paid Sick Time Law (“OPST”) (Time Management Leave offered to full and part-time regular Sergeants represents substantially equivalent paid sick time benefits in compliance with OPST as defined by ORS 653.601 through 653.661. Rules for Sergeant accrual and use of paid time under OPST will be consistent with Deschutes County Administrative Policy HR-12 - Family and Medical Leave Policy.)

III. LEAVE WITH-PAY PROVISIONS

1. **Sergeants.** Full-time DCSEA-represented Sergeants will earn leave in accordance with the following schedule:

Months of Service	Hours of Leave Per Year	Leave Accumulation
0-48 months	216 hours	18 hours/month
49 - 108 months	240 hours	20 hours/month
109 - 168 months	264 hours	22 hours/month
169 - 228 months	288 hours	24 hours/month
229+months	312 hours	26 hours/month

2. For regular part-time Sergeants, leave accrual shall be pro-rated by comparing the number of work hours designated for the Sergeant with the designated number of hours for a full-time position. Sergeants working less than half-time shall not accrue leave.
3. Sergeants may accumulate earned leave to a maximum of twice their annual time management leave accumulation. On March 31 of each year, any Sergeant credited with

accrued and unused leave greater than twice their annual leave accumulation shall have the amount above the maximum accumulation transferred to their sick leave bank. If the Sergeant does not have a sick leave bank, a sick leave bank will be established for the Sergeant. Any adjustment to the Sergeant's leave bank based upon their exceeding the maximum accumulation will be made in April of each year. A Sergeant who has reached or exceeded the maximum allowable earned leave may continue to accumulate leave for the balance of the following year (from April to March). However, the Sergeant must use sufficient leave to reduce his/her accumulated leave to the maximum allowed prior to the following March 31. The excess will be transferred to their sick leave bank.

4. Upon termination of employment, all the Sergeant's accumulated and unused time management leave shall be paid to them at the Sergeant's rate of pay in effect at the time of termination. Upon termination of employment, sick leave banks will not be paid out.
5. Upon the death of a Sergeant, all their accrued and unused time management leave shall be paid in accordance with state law at their current rate of pay in effect at the time of death.
6. During the first five years of employment, Sergeants shall be required to use a minimum of one week of time management leave per year. Thereafter, Sergeants shall be required to take a minimum of two weeks of time management leave per year.
7. After one year of continuous full-time employment Sergeants may elect to sell back and receive payment for up to eight (80) hours of accrued time management leave. To be eligible to sell back time management leave, Sergeants must have accrued a minimum balance of 12 months' accrual of earned time management leave and must have used the minimum amount of time management leave specified in Paragraph 6 above at the time of their election.

For the year 2025, time management leave sell back will proceed in accordance with existing practice. The Sheriff will notify DCSEA of the funds available for eligible sergeants to sell back accrued time management leave by October 27. Eligible employees will have one week from such notification to request to sell back to the County up to eighty (80) hours of time management leave. The County will buy back such hours at the request of eligible employees at their then current rate of pay, subject to funds being available for that purpose. The hours sold back to the County by eligible employees will be included in their November paycheck.

For the year 2026 and thereafter, time management leave sell back will proceed as described herein. Each year the Sheriff will notify DCSEA of the funds available for Sergeants to sell back time management leave by the last Monday of October. By the last business day of the November following such notification, Sergeants may elect to sell back to the County up to eighty (80) hours of accrued time management leave, which will be earned in the following calendar year, at their base rate of pay. Elections to sell back accrued time management leave are irrevocable once completed; they cannot be reversed.

Sergeants who have irrevocably elected to sell back accrued time management leave as described herein will receive payment for the cash value of the amount of such leave they elected to sell back on the payday for the November pay period during the following year. If during the November pay period of the year following a Sergeant's election to sell back time management leave they do not have sufficient accrued leave to cover the number of hours they have elected to sell back, the uncovered hours will be automatically converted

and sold back to them in December, which may cause their leave balance to drop below the required minimum stated herein.

By example, for time management leave sell back in 2026, the Sheriff will provide notice to DCSEA of the funds available by October 27, 2025. Sergeants who wish to sell back time management leave must irrevocably elect to do so by November 28, 2025. Sergeants who make such an election will receive payment for the cash value of the amount of such leave they elected to sell back in their paycheck for November of 2026.

8. During their last three years of employment prior to retirement, Sergeants may make an irrevocable election to sell up to 200 hours of accrued leave. Except as expressly stated herein, a Sergeant's election to sell back time management leave pursuant to this paragraph shall be subject to the same rules, procedures, and limitations outlined above in Paragraph 7. Extensions of a Sergeant's scheduled retirement date notwithstanding, no Sergeant will be entitled to this option for more than three years. An irrevocable election to sell back time management leave pursuant to this paragraph will occur in November of each calendar year. Sergeants will receive payment for the amount of leave they irrevocably elected to sell back in the prior year on the pay day for the first pay period in November of the following year. If the Sergeant does not have sufficient leave to cover their election in November, the remaining hours will be automatically converted and paid out in December.

IV. PRIOR SICK LEAVE ACCUMULATION

A Sergeant's existing sick leave accrual at the time of entering the Time Management Program will be preserved in a separate sick leave bank account. No additional sick leave will be earned. Existing sick leave will be treated in the following manner:

- A. No compensation for accrued sick leave bank shall be provided to any Sergeant for any reason, except that one-half of the Sergeant's accrued sick leave bank shall be paid to the Sergeant or their beneficiary upon death or permanent total disability.
- B. Sergeants will be allowed to convert up to 100 hours of existing sick leave to time management leave on a two-for-one basis. (100 hours of sick leave will be converted to 50 hours of time management leave).
- C. Sergeants with an existing sick leave bank as of the date the current collective bargaining agreement is signed shall have those hours moved to a "sick leave vault." One-half of the Sergeant's sick leave vault balance will be paid to the Sergeant upon termination of employment or upon death of the Sergeant (in accordance with state law). No additional hours will be transferred to the sick leave vault.
- D. Use of Accrued Leave Due to Illness or Injury. Unless otherwise required by law, the sick leave bank and sick leave vault may only be used by the Sergeant after the Sergeant has been absent from work for the equivalent of three entire workdays due to the same illness or injury. Time off during the first three (3) days will be deducted from the Sergeant's accrued and unused time management leave or, if the Sergeant does not have sufficient time management leave, will be deducted from accrued compensatory time or any other paid leave time or be identified as leave without pay.

- E. Sergeants covered by the provisions of this program shall not be eligible for separate vacation or sick leave benefits.
- F. Definitions:
 - 1. “Sick Leave Bank” is leave available for use when a Sergeant is sick and absent from work for the equivalent of three (3) entire workdays due to an illness or injury. Time Management Leave accrued above the annual maximum and not sold back is transferred to the sick leave bank. Sick leave bank is not paid out except as otherwise provided in subsection A of this Section IV.
 - 2. “Sick Leave Vault” is leave available for use only when a Sergeant is sick and absent from work for the equivalent of three (3) entire workdays due to an illness or injury. One-half of the sick leave vault hours will be paid to the Sergeant upon termination of employment.