

# **Collective Bargaining Agreement**

**Between**

**Benton County**

**and the**

**Benton County  
Deputy Sheriffs'  
Association**



**July 1, 2022 – June 30, 2027**

## BCDSA Contract 2022-2027

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## **PREAMBLE**

This Agreement, entered into by Benton County, Oregon, hereinafter referred to as the County, and the Benton County Deputy Sheriffs' Association (affiliated with Teamsters Local Union 223), hereinafter referred to as the Association, has as its purpose the definition of the entire relationship between the parties in order to promote harmonious relations between the County and the Association.

This document represents the complete and entire agreement between the County and the Association and has as its purpose the setting forth of those matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment which are expressly covered in this agreement and which are consistent with the primary objective of providing efficient and economical services to the citizens of Benton County.

## **ARTICLE 1 – RECOGNITION**

### **1.1. Association Recognized.**

The County recognizes the Association as the sole and exclusive bargaining agent, for the purpose of establishing wages, hours, and conditions of employment, for all regular deputies who are employed in classifications listed below and who work a schedule of .5 FTE (20 hours per week) or more. Temporary or seasonal employees who work less than 1040 hours per fiscal year are not members of the bargaining unit.

The bargaining unit shall consist of the following classifications:

1. Deputy Sheriff
2. Deputy Corporal
3. Corrections Deputy
4. Corrections Corporal
5. Parole and Probation Deputy
6. Parole and Probation Corporal
7. Animal Control Deputy
8. Limited Duration Deputy

### **1.2. Definitions.**

For purposes of this agreement, the word “deputy” shall refer to all Benton County employees who are members of the bargaining unit as defined in Section 1 of this Article.

### **1.3. Resident Deputy.**

The Position of Resident Deputy shall only be reinstated at the direction of the Sheriff. At such time, the position will be represented by the BCDSA and the level of compensation allowance shall be bargained at that time.

### **1.4 Limited Duration Deputy: Defined**

A Limited Duration Deputy position will be filled through a recruitment process with a DPSST-certified deputy who is hired to supplement deputy staffing, or for replacement of an employee on an extended leave of absence. Such appointments shall be for a stated period



subject to operational needs of no less than six months but not exceeding two (2) years. Limited Duration employees have all the rights of regular status employees except that they are not entitled to layoff rights and except as otherwise modified by this section.

Should a limited duration appointment be converted to a regular position, the incumbent shall be credited seniority for the full time served in the position.

Limited Duration positions may be subject to bumping in times of layoff.

After two (2) years in a limited duration position employees will automatically be converted to regular employee status.

Limited Duration Deputy Sheriffs shall be placed on the wage scale at the step consistent with their years of full-time law enforcement service.

The parties also agree that Limited Duration Deputy Sheriffs must have flexible schedules and that their schedules may be changed as needed by the County without incurring overtime specifically for a schedule change (Section 8.8). Limited Duration Deputy Sheriffs will not bid for shifts and will not be part of the rollover process; Sections 8.10 and 8.11 will not apply to them.

The parties agree that discipline or discharge of a Limited Duration Deputy Sheriff may not be advanced by the Union or the individual employee to arbitration; the County's decision at step 3 of the grievance procedure is final and binding.

## **ARTICLE 2 – GENERAL PROVISIONS**

### **2.1. Zipper Clause.**

Nothing in this agreement is intended to preclude the County and the Association from meeting during the term of this agreement at the request of either party to discuss procedures for avoiding grievance and other problems and for generally improving relations between the parties; however, the County shall have the unqualified right to unilaterally modify any employment condition not covered by the terms of this agreement, and to do so without bargaining either the decision to do so or its impact on the bargaining unit. The County agrees that for the initial implementation of the "General Operating Manual" to bargain the mandatory subjects of bargaining and mandatory impacts.

### **2.2. Notice Period Defined.**

In all cases herein where a notice period is referred to, that period shall be construed as consecutive calendar days, including holidays, and counting shall begin on the next full day. It shall not refer to an individual deputy's working days.

### **2.3. Association – Management Advisory Committee.**

To improve communication between the Association (BCDSA) and the County the parties agree to establish an Association – Management Advisory Committee (AMAC). AMAC shall discuss ongoing labor-management issues and matters of mutual interest related to safety,

productivity, employee morale, mutual problem solving, and furthering the goal of general labor-management cooperation.

The Committee shall consist of an equal number of participants, not to exceed three (3) each side:

Sheriff

County Human Resource Director

One other Sheriff's Office Manager

Association President

Two members of the bargaining unit to be appointed by the Association.

AMAC shall meet quarterly unless otherwise agreed. Either party may request an additional meeting of the Committee to be held at a mutually convenient time and place. The Committee shall have no authority to amend the terms of this Agreement or to be involved in a grievance procedure.

Because participation in AMAC is viewed as mutually desirable for Management and the Association, no person will be penalized for, or benefit from, participation in this group. Members of AMAC will not suffer loss of pay for time spent conducting AMAC business during their regularly scheduled work shift nor will any member of AMAC receive pay for time spent conducting AMAC business outside their regularly scheduled work shift.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

Except as otherwise expressly limited by the terms of this agreement, 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 thereof. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the County shall include the following:

- 3.1.** To determine the services to be rendered to the citizens of the County.
- 3.2.** To determine the County's financial, budgetary and accounting procedures.
- 3.3.** To direct and supervise all operations, functions and policies of the divisions in which members of the bargaining unit are employed.
- 3.4.** To close or liquidate any office, branch, operation or facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities.
- 3.5.** To manage and direct the work force, including but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote and retain deputies; the right to determine schedules of work; the right to purchase, dispose of and assign equipment and supplies.

- 3.6. To contract out any work it deems necessary in the interest of efficiency, economy, and improved work product or emergency.
- 3.7. To determine the need for a reduction or an increase in the work force.
- 3.8. To establish, revise and implement reasonable standards for hiring, classification, promotion, quality of work, safety materials and equipment.
- 3.9. To implement new, and to revise or discard wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- 3.10. To assign shifts, workdays, hours of work and work locations.
- 3.11. To designate and to assign all work duties.
- 3.12. To determine the need for and the qualifications of new deputies, transfers, and promotions.
- 3.13. To discipline, suspend, demote or discharge a deputy so long as such action is not without just cause; and to discipline, suspend, demote or discharge probationary deputies at the pleasure of the appointing authority.
- 3.14. To determine the need for additional educational courses, training programs, on-the-job training and to assign deputies to such duties for such periods to be determined by the County.

## **ARTICLE 4 – NON-DISCRIMINATION**

### **4.1. Bargaining Unit Membership.**

Deputies shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation matters incident to employment.

### **4.2. Discrimination.**

No deputy shall be interfered with, intimidated, restrained, coerced, or discriminated against by the County or the Association incident to the exercise of their rights. Nothing in the agreement shall be construed as precluding or limiting the right of an individual deputy to represent themselves in individual matters with administrative or supervisory employees of the County.

### **4.3. Equal Opportunity.**

The parties agree not to discriminate on the basis of race, religion, sex, color, disability, age, marital status, sexual orientation, or national origin in the enforcement and execution of this agreement.

## **ARTICLE 5 – ASSOCIATION RIGHTS**

### **5.1 Dues Check Off.**

Bargaining unit members may voluntarily belong to the Association; employees may join the Association by completing and providing a membership application and authorization to the Association. This shall be handled solely by the Association. The Association will hold the original authorization agreement and will provide a copy to the County. Deductions shall begin the first full pay period following receipt of the written, signed authorization agreement by the County. The authorization shall remain in effect until and unless an employee revokes the authorization in the manner set forth in the authorization agreement. The Association shall provide the County with an updated list of members on a monthly basis. The County agrees to honor and abide by the terms of any authorization agreement between the Association and a bargaining unit member regarding deductions for dues, fees, assessments, or other authorized deductions to the Association and its affiliated organizations and entities. The County shall deduct such dues from the salary check of the employee each month. The amount deducted shall be transmitted no later than the 10<sup>th</sup> day of the next succeeding month, with an itemized deduction list to the Association.

**5.1A.** Association Officers. The County shall not deduct dues from the Association Officers' pay checks. The Association is responsible for notifying the County of any changes in Association leadership.

### **5.2 Definition.**

**New Employee Orientation.** New employee orientation means the onboarding process of a newly hired County employee in which the employees are advised of their employment status, rights, benefits, duties, and responsibilities and any other employment related matters. It does not matter which medium the orientation takes place in, whether it is in person, online, or through other mediums.

### **5.3 New employee orientation.**

The County will provide the opportunity during work hours normally during new employee orientation for the Association to meet with all new bargaining unit members for at least 30 minutes but not more than 120 minutes for the purpose of filling out applications and answering any Association related questions. A Shop Steward or Association representative may attend this meeting and the meeting will occur without loss in compensation, leave hours, or benefits for the newly hired employee or for designated representatives attending the meeting.

### **5.4 Information Provided.**

Within 2 weeks of hiring the employee, the employer must provide the representative with the name, job title, date of hire, home address, personal telephone numbers and email addresses. The employer must also provide the representative with a list of all the information for all employees in the bargaining unit at least every 120 days.

**5.5. Amount of Dues.**

Such amounts as the Association treasurer certifies to the County as monthly dues, fees, assessments, or other authorized deductions shall be the reasonable amount to be deducted. The Association agrees that any change in the amounts will be submitted to the Finance Director by the first of the month to become effective the following month. The Association shall not submit changes more frequently than once every three (3) months.

**5.6. Dues Distribution.**

The Association agrees that no money shall be collected and/or distributed in accordance with this Article in violation of ORS 260.432(1).

**5.7. Dues Deduction Indemnification.**

The Association agrees to indemnify, defend and hold harmless the County, its officers, agents and employees, from any cost, claim, liability or damage incurred through any legal or administrative proceeding instituted by any deputy in the bargaining unit because of the deduction of dues or any performance by the County under this Article.

**5.8. Bulletin Boards.**

The County will furnish bulletin board space in the Parole and Probation Department, Corrections Facility, and the law enforcement building for the use of the Association. The Association may post notices and bulletins thereon provided that all material posted is clearly identified as originating from the Association. No posted material may be of a religious or political nature, or be morally in bad taste. Material that violates these tenets may be removed.

**5.9. Association Meetings.**

The County agrees to allow Association members time off from regularly scheduled working hours without loss of pay for the purpose of attending Association meetings provided:

- A. The meeting is arranged two (2) weeks in advance at a mutually agreeable time and place, when the least disruption of service will occur.
- B. A sufficient number of deputies necessary to maintain minimum staffing will remain on the job. The County may elect to, but shall not be required to, replace bargaining unit members with exempt/supervisory personnel.
- C. Subject to approval by the Sheriff or their designee, meetings may be held with less than two-weeks notice, occur more than once each month and last for periods in excess of one hour.
- D. The BCDSA Executive Board may arrange regular meetings, with minimum work disruptions, on 48-hours notice to BCSDO management. Emergency meetings of the BCDSA Executive Board may be called, to be held as soon as possible, with BCSDO management approval. The BCDSA Executive Board will be limited to 12 regular meetings per year without BCSDO management approval.
- E. No deputies shall benefit by overtime for attending a meeting.

### **5.10. Use of County Equipment and Facilities.**

The County's electronic mail system may be used by the Association for Association-related communications, including but not limited to, communications related to collective bargaining, grievance or other dispute investigations and governance of the Association. The Association recognizes that such use is not protected by any confidentiality and is subject to the public records disclosure laws. Agency mail boxes may also be used to exchange information or messages.

Association officers, stewards, and Association Council representatives may have reasonable use of County-owned equipment such as telephones, computers, electronic mail, copy machines, and facsimile machines for activities listed under Article 7.

Designated association representatives shall have the right to conduct Association business (including Association meetings) on County property at such time and in a manner which does not significantly interrupt County operations provided prior notice is given to the County. Non-employee labor representatives shall be permitted access to employees and to the County's facilities for the purpose of engaging in the activities described in this Agreement as designated representatives, although it is recognized that non-employee representatives may be restricted due to specific security and/or specific-safety issues.

### **5.11. Policy Board.**

The BCSO will include the BCDSA in the creation, review, implementation and training for all BCSO policies and procedures (defined as BCSO General Orders). The mechanism for this inclusion will be through the BCSO Policy Board. The BCSO management reserves the right to implement policy absent the agreement of the BCDSA representatives.

- A. The Policy Board will consist of an equal number of management and association representatives.
- B. The Board will be chaired by the Sheriff, or their designee.
- C. The BCDSA representative(s) will act as full Board members in their capacity concerning the development, review, and training plans concerning policy and procedure adopted by the BCSO.
- D. The Board will complete a review of all BCSO General Orders at least once during the term of this agreement.
- E. The Board will meet as needed to complete the development and review of the BCSO General Orders.

### **5.12. Committee Representation.**

The Association will be permitted to have a representative on any committee or board with representation dictated by policy. Association representatives participating in the above-described committees or boards will not suffer loss of pay for time spent participating. The Association will provide a list of committee participants and their alternates to the County.

## ARTICLE 6 – STRIKES

### 6.1. No Strike Guarantee.

The Association and its members, as individuals and as a group, will not initiate, cause, participate or join in any strike, work stoppage, slow down, picketing or any other concerted restriction of work at any location in the County. Disciplinary action, including discharge, may be taken by the County against any member of the bargaining unit engaged in a violation of this Article.

### 6.2. Return to Work.

In the event of a strike, work stoppage, slow down, picketing or other restriction of work in any form, whether on the basis of individual choice or collective conduct, the Association will, upon notification from the County, attempt to secure an immediate and orderly return to work.

### 6.3. No Lock Out.

During the term of this agreement, the County will not initiate a lock out over a dispute with the Association.

## ARTICLE 7 – ASSOCIATION ACTIVITY

### 7.1. Association Business.

The Association agrees to provide written notice to the County within fourteen (14) days of appointment or election, of the names of all Association officers and other designated Association representatives. Members elected or appointed to Association leadership positions and their designees are “designated representatives.”

The County shall grant Association representatives reasonable time to engage in the following activities during the employee’s regularly scheduled work hours without loss of compensation, seniority, leave accrual or any other benefits:

- Investigate and process grievances and other workplace-related complaints;
- Attend investigatory meetings and due process hearings involving represented employees;
- Participate in or prepare for proceedings under ORS 243.650 to 243.782, or that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board;
- Act as a representative of the exclusive representative for employees within the bargaining unit for purposes of collective bargaining;
- Attend AMAC meetings;
- Provide information regarding the collective bargaining agreement to newly hired employees at employee orientations;

- Testify in a legal proceeding in which the public employee has been subpoenaed as a witness.
- Perform any other duties agreed upon by the parties.

Upon request, the County shall provide reasonable time for Association representatives to meet with employees to discuss grievances, complaints, and other workplace related matters, without loss of compensation, leave hours, or benefits to any employee, including any designated representative attending the meeting provided such meetings do not interfere with any regular work assignments.

Duties required by the Association representatives, except meetings with the County, supervisory personnel, or aggrieved deputies concerning grievance matters, shall not interfere with any deputy's regular work assignments.

## **7.2. Negotiations.**

The members of the negotiation committee appointed by the Association will have their schedules adjusted to provide an opportunity to meet with the County. Up to three members of this committee will receive full pay during negotiations scheduled during their normal or adjusted work shift.

## **ARTICLE 8 – HOURS OF WORK AND OVERTIME**

### **8.1. Application of This Article.**

This Article is intended only as a basis for calculating overtime payments and nothing in this agreement shall be construed as a guarantee of hours of work per day or per week.

### **8.2. Regular Hours.**

Working hours for each deputy shall be regular and consecutive except for rest and lunch periods. The County may institute a flex schedule with fourteen (14) days' notice to the affected deputy. Deputies receiving less than fourteen (14) days' notice shall receive overtime pay for the days between actual notice and the 14-day provision. Upon mutual agreement, or declaration of an emergency by the County, or by the Sheriff or their designee, the notice period shall be waived. Work schedules showing the deputy's work days and hours shall be posted on an approved departmental bulletin board. Except for emergency situations, as declared by the Sheriff, changes in the work schedule shall be posted fourteen (14) days prior to the effective date of the schedule or shall be subject to overtime pay as set out in this section.

### **8.3. Normal Workweek.**

The normal workweek shall consist of forty (40) hours per week, worked in five (5) consecutive days, with at least two (2) consecutive days off. The County may, at its option, institute a schedule of four (4) consecutive days of ten (10) hours, followed by three (3) consecutive days off; or an approved twelve (12) hour schedule where the 12-hour schedule format has been agreed upon by the parties. An exception to the above may occur during a



rotation period, when deputies may work more or less than their regularly scheduled workweek, subject to the overtime requirements of Article 8.5.

All members of the bargaining unit shall be scheduled to work on a regular work shift, and each shift shall have a regular starting and quitting time. The work day shall include paid rest and meal periods, and may, when designated by the County, include briefing and/or training periods.

#### **8.4. Rest Periods.**

A paid rest period of fifteen (15) minutes shall be permitted for all deputies during each half shift. A paid thirty (30) minute meal period will be provided at the mid-point of each shift unless prevented by an emergency. In such an event, the meal period will follow the emergency. Rest or meal time not utilized may not accumulate for later use.

#### **8.5. Overtime Premium.**

Except when a flex schedule is mutually agreed to pursuant to Section 8.8, an employee shall be paid or granted compensatory time off at the employee's discretion at one and one-half (1-1/2) times their regular rate of pay for all time worked in excess of a regular shift (8, 10 or 12 hours, consistent with the employee's regular shift length) or forty (40) hours in any scheduled workweek (for 8-hour and 10-hour shifts) or eighty (80) hours in a 14-day work period (for 12-hour shifts). All hours paid by the County, including but not limited to actual hours worked, paid sick leave, paid vacation leave, and paid holiday leave, shall apply. Payments from non-County sources, including but not limited to workers' compensation and long-term disability, shall not constitute salary paid by County.

Employees may elect to have some or all of their overtime pay deposited into their deferred compensation account.

No employee may work overtime unless authorized by the Sheriff or the Sheriff's designee.

#### **8.6. Compensatory Time.**

Accrued compensatory hours shall not exceed eighty (80) hours on December 1<sup>st</sup>. Compensatory accruals in excess of eighty (80) hours shall be cashed out at the employee's regular rate of pay on December 1<sup>st</sup> of each year with the following exception: overtime accrued while designated as Acting In Capacity (AIC) under the provisions of Article 19 Classification, Section 19.1, shall be paid as accrued. Upon request of the employee, with the approval of the Sheriff, and based upon available funding and remaining balance of available time accrued in the employee's compensatory time bank, compensatory time may be cashed out at other times of the year. Upon termination of employment, all compensatory time will be paid out to the employee.

Compensatory time used must be scheduled with, and will be approved by, the supervisor taking into consideration the needs of the efficient operations of the division. Denials shall be in accordance with FLSA.

Records of overtime and compensatory time will be maintained by the County and be available for inspection by any deputy upon reasonable request.

### **8.7. Call-in Time.**

When approved by the County, deputies who are requested to return to duty outside their regularly scheduled shift shall be compensated at a rate of time-and-one-half (1-1/2). If the call-in occurs on a normal working day or a normal day off, to include a holiday, a minimum of three (3) hours, or actual time, whichever is greatest, shall be paid. This includes all court appearances and County scheduled meetings out of shift. Return to duty is defined as responding to a location in the employee's official capacity or providing an investigative response (Drug Recognition Experts, Deputy Medical Examiners, Detectives, Unmanned Aerial System Pilots) per policy from off duty status. Deputies shall submit to the County all subpoena fees for in-line-of-duty court appearances.

Employees contacted by phone or text message which requires an official response based upon their assigned duties (including but not limited to answering work-related inquiries and GPS tracking), while off duty, shall be compensated with thirty (30) minutes of straight time for each call. Multiple calls received within a thirty (30) minute period will be considered part of the thirty (30) minute period. Calls in excess of 30 minutes will be treated as time worked. This payment does not apply if the employee is already on compensated on-call time, pursuant to section 8.9.

### **8.8. Flex Schedules.**

A flex schedule may be approved when a special requirement is identified that requires a flexible schedule. When a flex schedule is required, the Parties must mutually agree to the schedule change. If mutually agreed between the deputy and management, the normal fourteen (14) day notice period may be waived. A flex schedule is intended to accommodate the special needs of the Parties and shall not be used to increase overtime payments.

### **8.9. On-Call Pay.**

Employees on on-call duty are those who must be available to the phone, or other calling device at all times during a designated period. Employees on on-call duty shall be responsible to perform assignments and respond to calls as may be required.

The employee, other than parole & probation deputies, shall receive compensation of ten (10) hours straight time for each seven (7) day period spent on on-call or prorated on a daily basis if less than seven (7) days. Such compensation may be at the employee's discretion in either payment or compensatory time off.

### **8.10. Shift Bidding by Seniority**

- A. The Department shall furnish Deputies the bid schedule for an upcoming shift period with no less than sixty (60) days' notice. Deputies may exercise their seniority, within rank, to bid for shifts and days off for the upcoming shift period. Shift period schedules shall be completed and posted with no less than fourteen (14) days in advance of the new shift. Shifts shall be set for four (4) month rotations unless the County needs to temporarily modify the shift duration due to business or operational needs.

- B. Following the bidding process (shift and days off), management will review the staffing for the shifts. If management feels that changes need to be made, volunteers will be solicited to make the schedule adjustments. If the adjustment cannot be made by mutual agreement of affected employees, management will move the least senior employee(s) practical to accomplish shift balance needs. These adjustments shall be for bona fide reasons and are not to be done capriciously.
- C. If short-notice, unforeseen, bona fide circumstances arise that require changes to a shift schedule (medical issues, administrative, etc.), volunteers will be solicited to make necessary schedule adjustments. If the adjustment cannot be made by mutual agreement of affected employees, management will move the least senior employee(s) practical to accomplish shift balance needs.
- D. All deputies will be afforded a reasonable opportunity to bid for shifts and days off. If a deputy fails to exercise their seniority bid options the Deputy shall drop to the bottom of the shift bidding seniority list for the particular shift/schedule process. Once a Deputy has exercised their seniority bid option, they may not change that bid position unless by mutual exchange with another Deputy and approval from the division Commander.
- E. Management may assign shifts and days off to probationary deputies, deputies on a work-plan, and/or deputies who have been directed to work a particular schedule as a condition of a disciplinary action. These assignments will be only for the period of probation, work-plan, or disciplinary action.
- F. If an employee returns to rotating shifts from a non-shift assignment as a planned rotation or from an eliminated position, seniority shift and days off bidding shall apply to the next occurring and subsequent rotating shift periods regardless of when the return to rotating shifts occurs.
- G. If a transfer occurs for any reason, other than a planned rotation, after shift bidding has been completed and posted, the employee shall exchange shifts for the remainder of the shift bid year with whoever replaces them in the assignment. However, days off bidding will apply for the next shift period and the remainder of the shift bid year.
- H. **Mandated Shifts.** All Corrections Deputies and Patrol Deputies assigned to a rotating shift schedule are required to work at least two different shifts in a three-year period.

### **8.11. Rollover.**

In the event that a deputy works less than forty (40) hours in a workweek due to a shift rotation or divisional in-service training periods, the deputy shall continue to be compensated without loss of pay or deduction in any leave bank to make up the difference in the County work week and the deputy's roll-over schedule. However, leave banks will be charged for absences in the work week according to the terms of this Agreement.

Deputies may be scheduled days off at the County's discretion during a shift roll-over work week that exceeds forty (40) hours. However, employees will not be required to work in excess of four (4) days in a row on a 4/10 schedule or five (5) days in a row on a 5/8 schedule without at least one (1) day off. Failure to provide the day off will result in the payment of overtime for all days worked in excess of four (4) or five (5) days until the employee is given a day off.

### **8.12. Daylight Saving Time.**

Employees who are working the shift during which Daylight Saving Time is lifted will be paid overtime at one and one-half (1-1/2) times their regular rate of pay for all hours worked in excess of their normal required shift hours. Employees who are working the shift during which Daylight Saving Time is imposed will not be required to work an additional hour, but rather will be paid for the employee's normal shift if otherwise qualified.

## **ARTICLE 9 – OUTSIDE EMPLOYMENT**

### **9.1. Conditions for Outside Employment.**

Deputies shall not engage in compensated outside employment without prior approval from the Sheriff.

Permission to engage in outside employment while a deputy with the County for a period of 30 calendar days or less may be approved by the Sheriff. It shall be the responsibility of the Sheriff to ensure that deputies refrain from engaging in activities which do not meet the following criteria:

1. Be compatible with the deputy's County responsibilities.
2. Not interfere with or adversely affect the performance or efficiency of the deputy's County work performance.
3. In no way be a discredit to County employment.
4. Not constitute an apparent or real conflict of interest nor present any liability to the County due to the nature, conditions, competition or some other aspect of the activity.

In the event the request is for a longer period, or continuing in nature, the Sheriff must submit the request, with their recommendation for approval or denial, to the Human Resources Director. The Human Resources Director shall approve or deny the proposal based on compliance with the above criteria. The Human Resources Director will notify the Sheriff of the proposal's approval or denial.

The Sheriff may, at any time, revoke permission to hold outside employment when the Sheriff determines that the outside employment is or has become incompatible with County employment.

## ARTICLE 10 – UNIFORMS

### 10.1. Uniforms.

All bargaining unit members shall be furnished the uniforms and equipment needed to perform their duties appropriately and safely, in accordance with the department's general orders.

### 10.2. Ownership.

All issued equipment remains the property of the County and shall be returned to the County upon demand or upon termination. Equipment unaccounted for shall be charged to the individual deputy.

### 10.3. Uniformed Deputy Cleaning Allowance.

Uniformed deputies may bring their uniforms into the Law Enforcement Center for pick-up, cleaning, and return. Or the uniform may be taken to an approved cleaning company. Cleaning service shall be provided by the County.

### 10.4. Personal Clothes.

The County will reimburse any deputy wearing their personal clothing when a bona fide claim is submitted stating that their clothing was damaged or destroyed because of employment.

### 10.5. Change in Uniform Style.

The County agrees to consult with the Association before any change in uniform style is approved.

## ARTICLE 11 – HOLIDAYS

### 11.1. Holidays.

Holidays will be recognized in two different ways: Employees will receive holiday leave hours placed into a holiday leave bank and employees will also receive specific compensation for holidays that are listed as approved holidays. The following are approved holidays:

1. New Year's Day - January 1
2. Juneteenth – June 19
3. Independence Day - July 4
4. Thanksgiving Day - Fourth Thursday in November
5. Christmas Day - December 25

**11.1.1.** Each employee shall receive a total of eighty (80) hours per fiscal year in a designated holiday leave bank. This time shall be credited to the employee's holiday leave bank on July 1. Holiday leave bank hours shall be used at the discretion of the employee. Leave time requests shall be treated the same as compensatory time off requests.

Leave hours will be prorated at the rate of 3.34 hours per pay period of employment for newly hired employees.

Employees may only use up to forty (40) hours in the first half of the fiscal year or the prorated amount for employees hired in the first half of the fiscal year.

Any unused hours as of June 30 shall be paid at straight time.

If an employee separates from service prior to the end of the fiscal year, unused holiday leave shall be cashed out on the prorated basis of 3.34 hours per pay period.

**11.1.2.** In addition to the above approved holidays, employees shall be compensated pursuant to Sections 11.3 (Holiday Pay – Holiday Not Worked) and 11.4 (Holiday Pay – Holiday Worked) of this article for any day declared or approval by the Board of Commissioners as a holiday.

Designated holidays for other employee bargaining units of Benton County do not constitute an additional holiday pursuant to this Section.

**11.1.3.** By mutual consent between the parties, newly declared holidays may be substituted for already approved holidays.

**11.1.4.** As applied to this Article, the fiscal year will end on June 30th.

## **11.2. Holiday Date Modification.**

The above mentioned dates may be modified by mutual consent if inconsistent with state and/or federal actions subsequent to this agreement.

## **11.3. Holiday Pay – Holiday Not Worked.**

Any deputy who does not work on the approved holidays listed in Section 11.1 shall be paid one day, using the appropriate pay code (day off paid at straight time or day off paid with straight comp time), provided the deputy works or is on authorized paid leave the last day before and the first scheduled day after the holiday. Holiday pay shall be prorated for part-time deputies based on their approved FTE.

## **11.4. Holiday Pay – Holiday Worked.**

Any deputy who works on any approved holiday listed in Section 11.1 may select compensatory time, paid time, or an exchange day in lieu of the holiday. If the deputy selects compensatory time or paid time, the rate shall be two and one-half times the regular rate of pay for the first eight, ten, or twelve hours (whichever is applicable to their schedule) and three times the regular rate of pay for any time worked thereafter. If the deputy selects an exchange day, it must be utilized during the workweek in which the holiday occurred.

## **11.5. Holiday Notification.**

If management needs minimum staffing at any time, management will give employees as much notice as possible but not less than fourteen (14) days. Management will allow employees to volunteer to take holidays off and, only if there are no volunteers, will management assign days off to achieve minimum staffing levels for holidays, management shall use all reasonable efforts to rotate the assignment so that it does not impact any one employee more than others.

## ARTICLE 12 – LEAVE DUE TO DISASTER OR ADVERSE WEATHER CONDITIONS

### 12.1. Leave Due to Disaster.

In the event of a disaster which destroys or renders a County-occupied building unsafe, the employees who work in that building may be released and their regular pay shall continue until the end of that working day. Thereafter, the employee may use authorized leave accruals until exhausted or until the employee is called back to work. If the employee has no leave accruals, all time off, excluding the day of the incident shall be without pay.

### 12.2. Leave Due to Adverse Weather Conditions.

In the event of adverse weather conditions that may jeopardize an employee's ability to travel to or from work, the employee may, with BCSO management approval, request paid leave. The employee may use any of their leave accruals, including sick leave, to cover this leave. If the employee has no leave accruals, this leave shall be without pay.

### 12.3. Notification.

The Benton County Board of Commissioners is the sole designated authority to declare 12.1 or 12.2 implementation due to disaster or adverse weather conditions. The BCSO management personnel are not authorized to place BCDSA members on leave absent a declaration of 12.1 and/or 12.2 implementation by the Board of Commissioners.

## ARTICLE 13 – VACATION LEAVE

### 13.1. Accrual.

All deputies shall accrue vacation leave in the following manner:

<u>EMPLOYMENT TIME</u>	<u>ACCRUAL HOURS</u>
1 <sup>st</sup> through 4 <sup>th</sup> year	8 hours per month
5 <sup>th</sup> through 9 <sup>th</sup> year	10 hours per month
10 <sup>th</sup> through 14 <sup>th</sup> year	12 hours per month
15 <sup>th</sup> through 19 <sup>th</sup> year	14 hours per month
20 <sup>th</sup> through 24 <sup>th</sup> year	16 hours per month
25 years and over	18 hours per month

Probationary deputies shall not accrue vacation leave for approximately the first six (6) months of employment. Full-time probationary deputies shall be granted 48 hours of vacation leave upon successful completion of 1040 hours of service. Part-time probationary deputies shall be granted vacation leave on a pro-rated basis, based on their positions' established FTE. As applied to this Article, the fiscal year shall end on June 30<sup>th</sup>.

### 13.2. Scheduling.

Deputies shall be permitted to choose either a split or an entire vacation period. Vacations shall be scheduled within each division considering the needs of and the efficient operations of the division. Deputies shall have the right to select vacation leave based on seniority.

Each deputy may exercise such seniority within their division only once, and thereafter select an alternate period after all other deputies have selected their vacation leaves.

**13.3. Work During Scheduled Vacation Leave.**

If any deputy, because of an emergency, is required to work during their scheduled vacation, they shall be paid at their regular rate of pay. The vacation leave shall then be re-scheduled to a mutually acceptable date.

**13.4. Accumulation.**

Accumulated vacation equivalent to the annual vacation earned by the deputy in the preceding year may be carried over for one (1) year (Maximum vacation accrual may not exceed twice the deputy's annual accrual). Every deputy shall be granted reasonable utilization of accrued vacation leave. Unreasonable denial of utilization by the County will not result in forfeiture of accrued vacation leave.

**13.5. Separation or Death.**

Upon separation or death of a deputy, all accumulated vacation shall be paid directly to the deputy or their estate, whichever is appropriate.

**13.6. Annual Vacation Cash-Out.**

Deputies shall have the option of cashing out a maximum of forty (40) hours of accrued vacation time when a minimum of eighty (80) hours of accrued vacation and/or compensatory time is taken off in the same fiscal year.

Deputies with twenty (20) or more years of service shall have the option of cashing out a maximum of forty (40) hours of accrued vacation time when a minimum of forty (40) hours of accrued vacation and/or compensatory time is taken off in the same fiscal year.

Cash-Out may be requested once during a fiscal year. Cash-Out requests must be submitted to Human Resources.

**ARTICLE 14 – SICK LEAVE**

**14.1. Accrual.**

All full-time deputies shall accrue sick leave at a rate of eight (8) hours per month to be used in the event of illness of the deputy or a member of their immediate family or household. Immediate family is defined as spouse, domestic partner, parent, biological child, adopted child, stepchild, foster child, domestic partner's child, adoptive parent, stepparent, foster parent, parent-in-law, domestic partner's parent, grandparent, grandchild, sibling, sibling-in-law, step sibling, or had an in loco parentis relationship, or other person living in the household. In relationships other than those set forth above, and under exceptional circumstances, the Sheriff may grant such leaves of absence. All part-time deputies shall accrue sick leave on a pro-rated basis. Sick leave may accumulate to a maximum of 1260 hours. A deputy utilizing sick leave must give reasonable notice to their supervisor or the supervisor's designee.



No employee may utilize sick leave before actually accruing such leave; however, new employees may use accrued sick leave during their probationary period. The County may, at its discretion, require verification of the usage of sick leave of more than three (3) days, or where an established pattern of sick leave usage suggests potential abuse, by requiring the employee to submit a physician's statement justifying their use of sick leave before payment of the sick leave is approved. Sick leave usage is limited to periods of illness of the employee or member(s) of their immediate family as defined in this Section. Abuse of sick leave shall subject the employee to disciplinary action.

#### **14.2. Coordination of Benefits.**

**Workers' Compensation.** Any employee who sustains an accident while on the job for the County which results in a compensable workers' compensation illness or injury, shall be covered under the County's worker's compensation program.

A decision on acceptability and compensability of a claim is normally made within the first 14 calendar days of an injury and if not, the insurance carrier is required to pay time loss during the term of the investigation or until such time as compensability is determined. The County shall allow employees who file a worker's compensation claim to use sick, vacation or compensatory time during the first 14 calendar days of an alleged workers' compensation injury. Once the workers' compensation carrier either accepts the claim or commences payment of time-loss to the employee, the County will restore the above-mentioned leaves. While an employee is absent from work because of the on-the-job injury, the employee shall notify the County which system of time loss payments the employee chooses to receive (i.e. (A) or (B)). Time off will not be charged to sick leave except as provided above and below. The employee may select one of the following options:

- A. The employee may elect to receive only their workers' compensation payments and no sick leave will be deducted during the period covered by the workers' compensation payments; or
- B. The employee may voluntarily turn in their first and all subsequent workers' compensation payments and will, in turn, receive their regular paychecks and benefits.
  - 1. For the first one hundred and eighty (180) days, no sick leave will be permanently deducted from the employee's accruals when the employee turns their workers' compensation payments over to the County. The County will restore the sick leave balance, temporarily deducted, after receipt of the employee's workers' compensation check.
  - 2. After the expiration of one hundred and eighty (180) days, only that portion of sick leave needed to make-up for the difference between the workers' compensation payments and the employee's regular paycheck will be permanently deducted from the employee's accruals when the employee turns their workers' compensation payments over to the County\*. The County will restore the sick leave balance, temporarily deducted, after receipt of the employee's workers' compensation check.

\*8-hour employee = .25 hours/day; 10-hour employee = 1.00 hours/day; 12-hour employee = 1.25 hours/day

If the injured employee has utilized leave accruals due to a delay in receiving workers' compensation carrier's approval, the employee shall reimburse the County upon receipt of workers' compensation payments for any payments received beyond the initial 14 days. Leave accruals will be reinstated.

The computed hourly rate normally used for payroll computation purposes during any given payroll period shall be used for computing compensation chargeable to leave from the County under this section.

During the term of the workers' compensation claim, the County shall continue the enrollment of an employee under all normal insurance coverage to which the employee was otherwise entitled prior to any workers' compensation injury. This continuation provision shall not extend for a period greater than that which is specified in the County's Personnel Policies.

### **Oregon Paid Leave.**

- a) The County will pay the employer portion of Oregon Paid Family Medical Leave Insurance (PFMLI) and the bargaining unit member will pay the employee portion.
- b) Upon request, an employee shall be allowed to utilize their accrued leave (of their own choice), to compensate for the difference between their PFMLI benefits and their normal rate of pay received from the County.
- c) Upon request, an employee may utilize their own accrued leave (of their choice) to ensure they maintain their regular rate of pay pending the Employment Department's processing of their claim for PFMLI benefits. If an employee utilizes option (c), the employee will reimburse the County in an amount equal to the benefit they receive from the Employment Department and then be credited with the accrued leave the employee utilized equal to that benefit.

### **14.3. Scope.**

Sick leave may be used because of an illness or injury (physical or mental) due to which the deputy is unable to adequately perform their normal work duties; or, when as a result of the foregoing it is necessary to seek medical, psychological or dental care. Sick leave may be used in the case of an illness in the deputy's immediate family as defined in 14.1 when necessary. In addition, sick leave may be used for normal medical or dental check-ups. A deputy utilizing sick leave must give reasonable notice to their supervisor or the supervisor's designee.

### **14.4. Retirement, Disability or Death.**

Subject to Article 17, Section 2, upon retirement, a deputy eligible for retirement benefits under the Oregon Public Employee's Retirement System (PERS), shall have the option of receiving payment for a percentage of their accumulated sick leave in cash. Current members of the BCDSA shall be grandparented in at the option of receiving payment of up

to three-fourths (3/4) of their accumulated sick leave in cash and using their remaining accumulated sick leave to calculate the final average salary for retirement benefits through PERS in accordance with the provisions of ORS 237.305. Employees hired after July 1, 1998, will have the option of receiving payment of up to half (1/2) of their accumulated sick leave in cash, with the remaining accumulated sick leave to be calculated in the final average salary for retirement benefits through PERS. In case of a deputy's death or permanent disability, the deputy or their designated beneficiary shall receive full payment for all accrued sick leave.

#### **14.5. Unused Sick Leave Conversion.**

At the completion of each fiscal year, each Deputy may convert unused sick leave into vacation leave at the rate of two (2) hours of sick leave for one (1) hour of vacation. Each Deputy with fifteen (15) years' service or more may convert unused sick leave into vacation leave at the rate of one (1) hour of sick leave for one (1) hour of vacation. This shall be done as follows:

1. Each full-time Deputy must maintain a minimum sick leave bank of 48 hours, to be reserved for sick leave. Part-time eligible Deputies shall maintain a minimum sick leave bank on a pro-rated basis according to their established FTE. In no case, however, may this sick leave bank be less than twenty-four (24) hours. Example: an employee has an FTE of 0.75, their minimum sick leave bank is 36 hours ( $48 \times 0.75 = 36$ ).
2. Only sick leave accrued in the immediate prior fiscal year, less sick leave used in the immediate prior fiscal year, may be converted.
3. Sick leave may not be converted if the conversion will result in a negative balance.
4. Requests for sick leave conversion must be submitted to Payroll by the last day of the first full work week in August, or at the time of voluntary termination.
5. Sick leave conversion options shall not apply to any Deputy who is terminated or discharged for cause.
6. As applied to this Article, the fiscal year will end on June 30th.

#### **14.6. Voluntary Transfer of Sick Leave.**

Sick leave may be transferred to an ill or injured employee pursuant to the conditions set forth in the County's Personnel Policies.

## **ARTICLE 15 – LEAVES OF ABSENCE**

### **15.1. Leave Procedure.**

Deputies may request a leave of absence for the purposes specified in this Article. Each request shall be judged by the Sheriff on its merits and on the basis of the guidelines provided in this section.

No leaves of absence, with or without pay, shall be granted unless a request is submitted by the deputy in writing to the Sheriff and/or the Board of Commissioners when necessary. Approval of leaves shall be obtained prior to the beginning of the leave periods.

Deputies must return to work as scheduled when leave is completed. The return date and time will be established and acknowledged in writing before leave commences, whenever possible. If circumstances occur when a return date and time has not been established (such as an unexpected death in the family), the Sheriff will send written notice of the scheduled return date and time to the last provided address of the Deputy via certified mail.

If a change of return date and/or time is desired, the Deputy is responsible to obtain approval for the change prior to the established return date and time.

If a Deputy does not return to duty on the established return date and time, it shall be considered a voluntary abandonment of the Deputy's employment. The employment will be terminated and the Deputy will not be considered to have left employment in good standing. Should unforeseen circumstances exist that result in the Deputy being late for the assigned return time on the scheduled return date, it shall be treated as other circumstances of tardiness. Nothing in this section prohibits use of leaves as otherwise established such as sick leave.

### **15.2. Parental Leave.**

Parental leave will be granted upon written request to the Sheriff for a period not to exceed one hundred eighty (180) days (approximately 24 weeks), inclusive of paid leave accruals and OFLA/FMLA leave.

No leave may exceed a maximum of six (6) calendar months (1040 hours).

The deputy must first utilize all paid leave accruals, including sick leave, vacation leave, and compensatory leave. Leave extending beyond paid accruals shall be at the Sheriff's discretion and considered leave without pay. Continuation or pro-ration of benefits during periods of leave without pay shall be subject to pre-payment of applicable premiums by the deputy, unless provided by law. All pre-payment of premiums shall conform to rules established by the Finance Department. At the end of this leave, the deputy will resume their prior position. Notice of granting this leave shall be sent to the Human Resources Director.

### **15.3. Family and Medical Leave Act.**

Employees who have completed their probationary period may use up to twelve (12) weeks (480 hours) of leave during the twelve (12) month lookback period for the purpose of caring for a child following birth, or placement for adoption, or foster care; for a spouse, domestic

partner, son, daughter, or parent who has a serious health condition; or for a serious condition that renders the employee unable to perform their job. The employee may choose to utilize this leave on an incremental (hourly) or full-time basis, and may further, choose to coordinate this leave with an approved workers' compensation claim.

The employee shall be required to utilize accrued leave balances, including vacation leave, sick leave, compensatory leave, and personal leave before utilizing unpaid leave. The employee may elect to retain up to eighty (80) hours of accrued leave for future use. If the employee, however, elects to do so they will not be eligible to receive donated sick leave provided for by County policy.

For duration of leave under this Act, the employee's health, dental, life, and disability insurance coverage shall continue provided that the employee continues to pay any co-payment of premiums that existed prior to the commencement of this leave.

#### **15.4. Witness or Jury Duty.**

When a deputy is called for jury duty, or is subpoenaed as a witness in a capacity other than that of a law enforcement officer, they shall continue to receive their regular salary and shall transfer all compensation received for the performance of such duty to the County. Jury and subpoena fees are to be submitted to the Finance Department. Overnight or weekend expenses compensated because of jury duty or as a subpoenaed witness in a capacity other than that of a law enforcement officer, as well as statutory mileage fees provided for the use of the deputy's private vehicle, shall be retained by the deputy. Failure to comply with this Section shall be cause for disciplinary action.

#### **15.5. Bereavement Leave.**

In addition to regular sick leave, a deputy shall be granted up to three (3) days leave of absence with pay per year in the event of death in the immediate family of the deputy, to make household adjustments or to attend funeral services. In the event of a family death occurring more than two hundred (200) miles from the deputy's home, they will be granted an additional two (2) days paid leave of absence. This leave shall not be charged to any other accrued leave. Immediate family is defined as spouse, domestic partner, parents (includes a biological, adoptive, step or foster parent or any other individual who stood in loco parentis to the employee), children (biological, adopted, foster or step), child of domestic partner, siblings, grandparents, parent-in-law, parent of domestic partner, siblings-in-law, step-siblings, grandchild, or other member of the household. In relationships other than those set forth above, and under exceptional circumstances, leave may be approved by the Sheriff.

In some situations, employees may be eligible for additional Bereavement Leave under the Oregon Family Leave Act (OFLA). In these cases, qualifying County-paid Bereavement Leave and OFLA Bereavement leave run concurrently and count against the employee's OFLA entitlement.

#### **15.6. Military.**

A deputy who is a member of the National Guard or a reserve component of the Armed Forces of the United States shall be entitled to a leave of absence with pay and without impairment of their rights or benefits for a period not exceeding 15 calendar days per federal

year (October 1 to September 30<sup>th</sup>). Leave in excess of 15 days per year shall be without pay or through use of accrued leave, at the employee's choice. Any use of accrued leave shall be in accordance with the terms of this Agreement. Military leaves of absence and reinstatement of employment shall conform to applicable state and federal laws.

**15.7. Professional Education Leave.**

After completing two (2) years of continuous service, a deputy may, upon written request, be granted a leave of absence without pay by the Sheriff. This leave must be for the purpose of upgrading professional abilities and enrollment must be at an accredited school. The period of such leave shall not exceed one (1) year and may not be granted more than once in five (5) years.

**15.8. Certified Training.**

The Sheriff may establish minimum police training programs, designating the number of hours of training and the course material. Deputies will receive appropriate pay for all time spent in certified training when it occurs off their regular shift. The Sheriff will notify the Association of all training requirements. The Sheriff, for reasonable cause, may waive certain training requirements in individual cases; however, failure to complete required training may result in loss of certification pay and/or disciplinary action. The County shall pay for all required training.

**15.9. Leave Without Pay.**

The Sheriff may, at their sole discretion, grant leaves of absence without pay for a period not to exceed one hundred eighty (180) days. Deputies must exhaust all vacation and compensatory leave prior to being placed on leave without pay status. Vacation leave accruals, sick leave accruals, fringe benefits, and other contractual provisions do not continue during leaves of absence without pay. The Sheriff shall notify the Human Resources Director whenever they place a deputy on leave without pay.

**ARTICLE 16 – WAGES AND SALARIES**

**16.1. Wages.**

Effective July 1, 2022 a Step 7 shall be added to the salary schedule. Deputies who have been at Step 6 for more than one (1) year as of July 1, 2022 shall be moved to Step 7.

Effective July 1, 2022, the salary schedule for positions in the bargaining unit shall be increased five percent (5%) across the board.

Effective July 1, 2023, the salary schedule for positions in the bargaining unit shall be increased by four percent (4%).

Effective July 1, 2024, the salary schedule for positions in the bargaining unit shall be increased by four percent (4%).

Effective July 1, 2025, the salary schedule for positions in the bargaining unit shall be increased by four percent (4%).

Effective July 1, 2026, the salary schedule for positions in the bargaining unit shall be increased by four percent (4%).

**16.2. Step Increases.**

On the 1<sup>st</sup> day of the month following completion of 1040 hours of employment, deputies shall be eligible to receive a step increase from the initial hire step to the next step in that position's pay range. Approximately six (6) months thereafter, on the deputy's one-year anniversary, the deputy will be eligible to advance an additional step in the position's pay range. Step increases may be granted annually thereafter, on the deputy's established anniversary date, until the deputy reaches the top step of the position's pay range. For purposes of annual step increases, the anniversary date of employment for each deputy shall be adjusted to the first day of the month in which they were hired. For good cause, the Sheriff may deny or delay any step increase. If this action is taken, the Association shall be notified of the circumstances.

**16.3. Pay Periods.**

Paydays for all employees shall be twice a month. Paydays shall be on the last day of the month and on the fifteenth (15<sup>th</sup>) of each month. If the last day of the month or the 15<sup>th</sup> should fall on a weekend or holiday, payday will be on the last working day prior. All payroll deductions shall be spread equitably between the two checks.

**16.4. Certification Pay.**

In addition to regular pay, all full-time certified deputies shall be entitled to certification pay recognizing professional competence by the Department of Public Safety Standards and Training (DPSST) as follows:

- A. Intermediate DPSST certification, four percent (4%) of the deputy's salary step.
- B. Advanced DPSST certification, four percent (4%) of the deputy's intermediate certification salary step.

Certification pay shall begin at the beginning of the next pay period, following issuance of certification by the DPSST.

**16.5. Assigned Position.**

When any member of the bargaining unit occupies more than one classification at the same time, they may be paid from either classification, but not from both. The member may select the classification they desire. If no selection is made, they shall be paid from the classification that has the higher salary.

**16.6. Premium Pay.**

For bilingual proficiency in Spanish members of the bargaining unit certified by the Department shall have up to five (5) percent added to the base wage which includes certification pay. The amount of the premium pay will be determined through a testing process that assesses an individual's ability to read, write and speak Spanish. Those individuals passing all three phases of the assessment will receive a five (5) percent premium. Those passing only the speaking assessment shall receive a two and one-half

(2.5) percent premium. Certification will be necessary every three years from date of initial certification to retain the premium pay. The Department will devise and implement the certification standards and may revise them at any time.

Certified Field Training Officers, acting in that capacity, shall have five (5) percent added to the base wage which includes certification pay.

Employees assigned to Detectives shall have seven- and one-half percent (7.5) percent added to their base wage. The assignment to Detective will be a rotating assignment on a three-to-five-year cycle, which may be extended upon request of the employee and the agreement of the Sheriff.

Employees assigned as a Canine Handler shall have the equivalent of four (4) hours per week times their current hourly rate of pay added to their regular pay. Once certified as a canine handler, the employee will be required to maintain the certification to continue to receive the premium pay. The parties acknowledge that compensation for routine canine care may be at a different rate than the deputy's regular hourly rate and acknowledge that compensation for routine care may be paid differently from overtime under the FLSA. The parties agree the average time spent for off-duty routine care of the assigned canine is an average of four (4) hours per week. This includes compensation for the off-duty care and feeding of the canine and the parties agree this is sufficient to meet the legal compensation requirements for the off-duty care and feeding of the canine.

Employees assigned as a Digital Forensic Examiner shall have ten (10) percent added to their base wage.

#### **16.7. Deferred Compensation.**

The County will make available to bargaining unit members an approved deferred compensation plan(s). Eligibility of membership and regulations governing participation will follow all IRS regulations and all appropriate state and federal statutes.

The County will contribute one and one-half percent (1.5%) of the employee's base wage, after full-time employment of six (6) months, when in active pay status to the employee's deferred compensation account. Base wage includes certification pay, FTO pay, bilingual pay, and working out of class compensation for the purposes of this section. Contributions are at straight time wage only. This excludes compensation received from overtime, super holiday pay, leave bank pay off, compensatory time bank cash out, holiday bank cash out, and final check pay off.

Employees on authorized leave due to an on-the-job injury or illness will continue to receive the County's deferred compensation contribution, if and while otherwise eligible. The County's contribution will be applied to base salary.

#### **16.8. ORPAT Testing.**

The County shall provide at least one opportunity per year for BCDSA members to take the ORPAT fitness test.



Employees passing in under 5 minutes shall receive two (2) percent of base pay for one year beginning with the start of the pay period following passing the test.

Employee participation in the testing is voluntary. The County will schedule the dates and times for the testing. Employees will be permitted to take the test while on duty, if available, without loss of pay and no overtime liability, or while off duty with no monetary liability to the County.

Employees shall have the ability to do one makeup test within sixty (60) days after the initial test if they were unable to take the test as scheduled due to vacation, illness, or training. Employees unable to participate in the fitness testing due to injury or illness shall be provided an opportunity to test at the next scheduled testing event following their release for full duty. Such testing qualifies for the incentive until the next regular annual testing.

**16.9 Overpayments and Payments in Violation of Contract**

Any employee receiving unauthorized payments has the obligation to call such error to the attention of their supervisor once the overpayment is discovered.

- A. Unauthorized Overpayments: Any employee who receives payments to which they are not entitled, including but not limited to premium pay, shift differential, overtime pay, step increases, or any other salary, wage, or reimbursement which is not authorized by this contract or County Personnel Rules, and which the employee knew or reasonably should have known they were not entitled to receive, shall reimburse the County for the full amount of the overpayment.
- B. Payments in Error: When an employee receives payments due to a clerical, technical, or computer error, through no fault of the employee and where the employee did not and could not reasonably have known that the error occurred, the employee will only be liable for and the County shall only recover the overpayment for a period of one-hundred and eighty (180) days preceding the date of discovery of the error.
- C. Repayment to the County: As soon as the overpayment is known, the County will recover overpayments as specified in subsections A or B above, by payroll deduction or by separate check/cash as chosen by the employee. Unless mutually agreed, repayments may be made over time per the following table: requests for repayment plans in excess of the number of payment periods list are subject to approval by the County’s Chief Financial Officer.

Repayment Amount Through Payroll	Number of Pay Periods for Repayment
\$1-\$100	1
\$101-\$400	2
\$401-\$700	3
\$701-\$999	4
\$1,000 or greater	5

- D. Repayment to the Employee: When an error occurs, which results in a negative impact on the employee, upon notification by the employee, and verification by the

payroll division, payment in correction of the error shall be made in the employee's paycheck for the current pay period.

### **16.10 Retention Bonus**

The County will pay a retention bonus to employees based on the chart below. In order to receive the bonus amount upon ratification, the employee must have been employed with the County on the date the new labor contract was ratified. For the remaining bonuses, the employee must have been employed at the beginning of the fiscal year in which the payment is made. For example, for the bonus received on June 30, 2023; the employee would need to have a hire date on or before July 1, 2022, and for the bonus received on June 30, 2024; the employee would need to have a hire date on or before July 1, 2023. For the bonus received on June 30, 2025; the employee would need to have a hire date on or before July 1, 2024, and for the bonus received on June 30, 2026; the employee would need to have a hire date on or before July 1, 2025. The retention bonus amounts listed are gross amounts, and all applicable payroll taxes will be withheld.

Payment Intervals	Gross Amount
Payable July 1, 2022, or upon ratification, whichever is later	\$1,000
Payable on June 30, 2023, paycheck	\$1,000
Payable on June 30, 2024, paycheck	\$1,500
Payable on June 30, 2025, paycheck	\$2,000
Payable on June 30, 2026, paycheck	\$2,500

### **16.11 Recruitment Incentive**

The County and the Association recognize the current competitive recruitment market and the value of engaging existing employees in recruiting qualified new sworn employees to the County. To recognize employee initiative in the recruitment process outside of County-sponsored recruitment activities, the County will credit a referring employee with a one-time bonus of \$500.00 (gross):

- A. The new employee must be offered and accept employment and be hired by the County as a sworn deputy (patrol, corrections, or parole & probation).
- B. The new employee must have credited the referring employee by name and in writing on their employment application as their source on the job opening. Only one referring employee per new hire shall be eligible for the bonus and the

bonus shall only apply to referrals separate from a County-sponsored recruitment activity.

- C. The bonus will be awarded to the referring employee on the next available regular paycheck following the new employee's hire.

## **ARTICLE 17 – FRINGE BENEFITS**

### **17.1. Medical Hospital, Dental, Vision.**

#### **17.1.1 Oregon Teamsters Employers Trust (Health and Welfare and Vision) and Dental.**

The County will pay ninety percent (90%) and the employee will pay ten percent (10%) of the Premium for the Oregon Teamsters Employers Trust Plans:

- Health and Welfare Plan GW
- Vision Plan 4

Eligibility for employer-paid insurance coverages in this section shall be limited to all employees covered by this Agreement who have been compensated for forty (40) hours in the previous month. However, an employee shall be credited with time worked to meet the 40-hour requirement under the following circumstances: (1) The employee is away from regularly scheduled work while on a paid leave authorized under this Labor Agreement; or (2) the employee is away from regularly scheduled work while on Family Medical Leave authorized by state or federal law.

The County shall offer a preferred provider dental plan and an alternative dental plan. The County will pay ninety percent (90%) and the employee will pay ten percent (10%) of the Premium for the preferred provider dental plan which shall establish the maximum amount the County pays toward the lower cost plans.

For each subsequent plan year, the County will pay fifty percent (50%) and the employee will pay fifty percent (50%) of the OTET plan and dental plan renewal rate increases. The full-time employee premium contribution will be capped at fifteen percent (15%) of the premium.

Part-time employee's insurance costs will be prorated by FTE with no employee paying more than thirty percent (30%) of the premium.

### **17.2. Waiver.**

If the insurance plan is cancelled by the carrier during the term of this agreement the County will immediately provide written notification to the Association that the parties shall enter into negotiations for thirty (30) days. If there is no mutual agreement the parties shall submit the dispute to an interest arbitrator in accordance to ORS 243.746.

### **17.3. Retirement Option.**

The medical insurance retirement option shall be available only to employees hired prior to the date of signing of the 2001 Collective Bargaining Agreement. BCDSA employees employed prior to the date of signing will be grandfathered and eligible for the benefit as described in the collective bargaining agreement July 1, 1998 – June 30, 2001, Article 17 “Fringe Benefits”, Section 17.4 “Medical Insurance Retirement Option.”

### **17.4. Life Insurance.**

The County agrees to provide the following life insurance coverage:

1. Public Safety Officers life insurance per ORS 243.005 through 243.055.
2. Term life insurance in the amount of \$10,000.00. Effective August 1, 2022, term life shall be in the amount of \$50,000.
3. Accidental death and dismemberment rider in the amount of \$100,000.00. (24-hour coverage)

### **17.5. Liability Insurance.**

The County agrees to provide general liability insurance which will provide protection against claims arising out of the deputy's conduct while performing official duties, provided such conduct is absent malice and is undertaken with reasonable cause and/or reasonable probable cause. Nothing in this section is intended to defend bargaining unit members who act arbitrarily, capriciously, or outside the scope of their employment.

### **17.6. Health and Welfare Proration.**

Part-time employees whose FTE is 0.5 or greater shall have the County's share of Health and Welfare costs prorated in direct proportion to their position's established FTE.

### **17.7. Long-term Disability Insurance.**

The County agrees to maintain long-term disability insurance for all deputies that is substantially equal to or better than the coverage currently in effect, providing maximum benefits of two-thirds (2/3) of the salary of the highest paid member of the Association.

### **17.8 Medical Continuation Plan.**

Dependent(s) of a regular Benton County employee who dies during the term of their employment may continue under the County's medical and dental plans for the term authorized under the Federal Consolidated Omnibus Budget Reconciliation Act of 1989 (COBRA). If the dependent(s) choose to continue under the County's medical/dental plans under COBRA regulations, the County will pay the first six months premium costs for the plans. Thereafter, the dependents shall be required to pay the premium as required by COBRA.

## **ARTICLE 18 – PROBATION**

### **18.1. Definition.**

All deputies newly hired into a classification within the bargaining unit or hired into a classification in a different division within the bargaining unit shall be considered probationary until they complete a probationary period. The probationary period for full-time deputies shall be eighteen (18) months of trial service, during which the deputy serves at the pleasure of the appointing authority and can be discharged without just cause. Part-time deputies shall have their probationary period pro-rated in accordance with their position's established FTE. Off probation dates are established as the first day of the next pay period following completion of minimum probation service.

### **18.2. Promotional Probation Period.**

A promotional probation period shall be 1040 hours in length. A deputy serving a promotional probationary period shall revert to the same or equal position previously held prior to the promotion if they are deemed by the County to be unsatisfactory in the promoted position.

## **ARTICLE 19 – CLASSIFICATION**

### **19.1. Working Out of Classification.**

A deputy assigned the major duties and responsibilities of a higher rated position shall receive five percent (5%) additional compensation for time serving in an “acting in capacity” position after a minimum of one (1) hour.

This Article shall not apply to a deputy working in a job-related training program by mutual consent between the deputy and the County.

The County will designate working out of classification in writing when such duties are assigned.

The County may select the employee(s) to fill these positions. If an employee has not been previously selected, the most senior employee on shift will be selected to serve as AIC.

### **19.2. Classification Not Guaranteed.**

The classifications or job titles in the pay system are for descriptive purposes only. Their use is neither an indication of nor a guarantee that these classifications or titles will continue to be utilized by the County.

### **19.3. Reclassification Request.**

The personnel rules provide a procedure to insure a complete review by the Human Resources Department of all requests for reclassification. The County shall send to the Association notice of all requests for reclassification evaluations of members of the bargaining unit within fourteen (14) days of receipt of the request in the Human Resources Department.

Reclassification requests may be initiated by a member of the bargaining unit who believes the position to which they are assigned is improperly classified. The request will be forwarded to the Sheriff for review. The Sheriff's review and recommendation will thereafter be forwarded to the Human Resources Department within fourteen (14) days following their receipt of the request. Additionally, the Association may independently initiate reclassification requests to be processed as if the deputy had initiated the request. Any adjustment to the salary range shall not be authorized until approved by the Board of Commissioners, nor implemented until approved by the Sheriff.

#### **19.4. Reclassification Review Limitation.**

Unless a position description has been substantially changed, classification reviews shall be limited to one (1) review per represented position during the term of this agreement.

#### **19.5. New Classification.**

If the County establishes a new classification, or materially revises an existing classification of a position within the bargaining unit, the County shall provide the Association with a copy of the new job description and salary range within fourteen (14) days following final approval by the Board of Commissioners. Within fourteen (14) days following notice to the Association, the Association shall have the right to initiate discussions limited to the salary range assigned to the new classification. If discussions have not been initiated by the Association pursuant to the notice period herein, the salary range so assigned shall be deemed approved. Any adjustment to the pay rate shall be retroactive to the start of the pay period following receipt of the request in Human Resources or when implemented by the Sheriff, whichever occurs later. During the pendency of bargaining, the County may implement the proposed salary range. If no agreement is reached, the parties agree to final and binding arbitration of the parties' last best offer.

## **ARTICLE 20 – SENIORITY, LAY-OFF, AND FILLING OF VACANCIES**

### **20.1. Definition.**

Seniority shall be the deputy's length of continuous service in the bargaining unit, beginning on the initial date of hire into a division or, if promoted into a different classification, beginning on the date of promotion.

Seniority, for the purposes of layoff and recall only, shall be the employee's length of continuous service in the bargaining unit beginning on the initial date of hire into a division. Seniority, for all other purposes (e.g. shift bidding, vacation sign-up, etc.) shall be the employee's length of continuous service in their current classification.

In the event that two or more individuals in a classification share the same hire date, seniority relative to these individuals will be calculated by the hours of service maintained by the Human Resources Division. Hours of service are defined as actual hours worked, FMLA, military leaves and paid leave periods as of July 1 of each year.

In the event that two or more individuals are promoted into the same classification on the same date, seniority within the classification will be determined by their hire date into the division.

## **20.2. Application of Seniority.**

A deputy's seniority shall not apply until the successful completion of the probationary period (as defined in article 18). The deputy's seniority will date back to their first day worked.

## **20.3. Seniority List Posting.**

The Sheriff's Office shall post a current seniority list provided by Human Resources for each classification in accordance with section 20.2. Such list shall be reviewed and up-dated yearly. In case of dispute, official records shall be those maintained in the Human Resources Department.

## **20.4. Lay-Off.**

### **A. Definition of Lay-Off.**

1. Any involuntary separation of a regular employee from the County due to the elimination of a position.
2. Any involuntary change in employment classification which does not include a disciplinary action.
3. Any involuntary reduction of hours which does not include a disciplinary action.

### **B. Notice and Order of Layoff.** Each employee laid off within the employee's particular division shall be laid off in order of least seniority to greatest seniority within their classification.

1. Employees working within the classification and the division in which a lay off is to occur may volunteer to be laid off.
2. Temporary employees working within the affected classification and division shall be terminated before any permanent employees are laid off.
3. The County shall give the affected employee(s) a minimum of thirty (30) calendar days' notice of lay off.

### **C. Bumping Rights.** An employee who is laid off may, if they choose, bump an employee with less seniority in the same or lower classification within a division or in the same or lower classification previously held by the deputy within the last two years.

## **20.5. Temporary Position Hours.**

All temporary position hours will be offered to employees on lay-off status beginning with those positions within the employee's classification. Retention of laid-off employees in temporary positions will be determined by duty performance.

## **20.6. Recall.**

Recalls shall be used to place a laid-off deputy back into their former classification.

Recalls shall not be used to promote a deputy or to place a deputy into a classification where they do not hold current certification.

When a deputy is laid off, they shall be placed on a recall list for eighteen (18) months. If a position in the laid-off deputy's former classification opens during that time, the deputy shall be recalled, provided they are qualified at the time of recall to perform the work of the position. A deputy may be recalled to a position in another classification if they hold current certification in that classification and there is no recall list for that classification.

Recall shall occur in inverse order of lay off.

A recalled deputy shall not serve a new probationary period.

A recalled deputy shall be notified of recall by first class mail, and shall have fourteen (14) days from the date of the postmark on the mailing of the notice in which to report for work. Official records of the mailing of notices are those maintained in Human Resources. It shall be the employees' absolute and complete responsibility to maintain their current address information with the Benton County Human Resources Division at all times during their listing on the recall list. The address currently on file will be used for the notice and any failure to reach a laid-off deputy at that address shall not be attributable to the County.

In the event the employee declines the recall they shall be removed from the recall list.

## **20.7. Filling of Vacancies with No Deputies on Recall List.**

If there are no deputies on the recall list at the time recruitment for a bargaining unit vacancy begins and if the Department wishes to fill the vacancy, the Human Resources Department shall openly recruit for the vacant position to fill the vacant position pursuant to County Policy. At the sole discretion of the Sheriff, a specific recruitment may be closed to all but current deputies.

## **20.8. Filling of Vacancies in General.**

Nothing in this Article shall require the hiring of any person who is not at least minimally qualified for the position at the time of hiring.

Should any deputy currently employed by the Department or on the recall list apply for any bargaining unit opening, they shall be granted an interview for the position if they meet the minimum qualifications.

## **20.9 Lateral Deputies**

**20.9.1. Lateral Deputies Definition.** A Lateral Deputy is a newly hired employee who is already certified by the State of Oregon or who has the basic training course waived by the Oregon Department of Public Safety Standards and Training (DPSST) in the discipline in which they are hired.



**20.9.2. Lateral Deputies Pay.** The Sheriff may, at their discretion, start Lateral Deputies up to Step 7 of the pay scale, consistent with years of experience.

**20.9.3. Lateral Deputies Vacations.** Upon hire, Lateral Deputies may, at the Sheriff's discretion, receive credit for directly related experience for placement on the vacation accrual scale. Lateral Deputies may be credited with up to 12 months accrual upon hire and shall not accrue additional leave until the Deputy has served equivalent months. Lateral Deputies shall be eligible to request leave immediately upon hire (subject to approval). If Lateral Deputies separate from the County during the first 12 months, cash-out of leave will be pro-rated based on months served minus any vacation time used.

**20.9.4. Lateral Deputies Leaves (Sick).** Upon hire, Lateral Deputies may be credited with up to 100 hours of sick leave and shall not accrue additional sick leave until the Deputy has served equivalent employment months and shall be eligible to utilize leave immediately.

**20.9.5. Lateral Deputies Probationary Period.** Lateral Deputies shall serve a probationary period of 12 months; if a probationary Lateral Deputy is not meeting performance standards, the Sheriff has the discretion to extend the probationary period up to 18 months. Extension(s) cannot be grieved.

## **20.10. Continuous Service.**

A deputy's seniority in the bargaining unit shall be considered broken by voluntary resignation from the department, discharge for just cause, retirement, layoff in excess of eighteen (18) months and successful promotion (completion of the probationary period) out of the bargaining unit.

If a bargaining unit member is successfully promoted out of the bargaining unit, their seniority will be frozen. Such bargaining unit seniority will be returned to the employee should they return to the bargaining unit.

If, without leaving the bargaining unit, a member voluntarily transfers to another division or classification and returns to their previous division or classification, their seniority date will be recalculated to include that time away.

Continuous service will not be broken by military, FMLA, unpaid leaves of absence, or disability leaves.

## **ARTICLE 21 – SAFETY**

### **21.1. Safety Rules.**

All deputies shall comply with all safety rules and regulations established by the County. The Association may report any unsafe act, conditions, or equipment to the County. No deputy shall be expected to operate any equipment that would cause imminent danger or would reasonably be considered to be unsafe by a normally prudent individual. The Association and the County will jointly staff the Sheriff's Office Safety Committee.

## **ARTICLE 22 – RETIREMENT PROGRAM**

### **22.1. Public Employee’s Retirement System (PERS).**

During the term of this agreement, the County shall continue to participate in the Public Employee’s Retirement System (PERS) for eligible employees. The County shall pick-up, assume and pay the employee’s contribution to PERS subject to the Oregon Administrative rules pursuant to PERS statutes

### **22.2. Oregon Public Service Retirement Plan (OPSRP).**

During the term of this agreement the County shall continue to participate in the Oregon Public Service Retirement Plan (OPSRP) for eligible employees. The County shall pick-up, assume and pay the employee’s contribution to OPSRP in accordance with ORS 238A.335(1) and (2)(a) subject to the Oregon Administrative rules pursuant to OPSRP statutes.

## **ARTICLE 23 – DISCIPLINE**

### **23.1. Corrective Discipline.**

The County agrees with the tenets of progressive and corrective discipline when appropriate. The County shall neither discipline nor discharge any post-probationary deputy without just cause.

### **23.2. Removal of Discipline.**

Any written warning in a deputy's personnel file will not be removed except in accordance by law. Written warnings remain active for a period of three (3) years upon application by the deputy, provided that there has been no recurrence of the type or kind of conduct giving rise to the warning.

### **23.3. Administration of Discipline.**

Discipline will be administered in a manner which will not embarrass the deputy before other deputies or the public.

### **23.4. Presence of Association Representative.**

A deputy shall have the right to have an Association representative of their choosing present during disciplinary meetings so long as the choice does not cause a delay of more than forty-eight (48) hours. If the purpose of an interview relates to the disciplinary process, the deputy shall be so advised.

### **23.5. Notice to the Association.**

When any written discipline is administered to a deputy, a copy will be forwarded by the County to the Association within seven (7) days of the action taken.

## **ARTICLE 24 – MISCELLANEOUS PROVISIONS**

### **24.1. Mileage Pay.**

Any deputy required to use their personal vehicle in the performance of their duties for Benton County shall be paid at the rate set by the IRS. All such mileage shall be authorized in advance by an appropriate supervisor, and must be documented on a reimbursement form approved by the Finance Director.

### **24.2. Bargaining Unit Work.**

Employees outside the bargaining unit shall not on a regular basis perform work regularly performed by deputies in the bargaining unit that would result in the lay-off of bargaining unit deputies.

### **24.3. FTE Modification.**

When a position's established FTE is temporarily changed (increased or decreased) for a period of at least fourteen (14) days, all appropriate benefits shall be pro-rated accordingly on the first of the month following the actual change of FTE.

### **24.4. Personnel Files.**

Each deputy, upon reasonable notice, shall have the right to review and/or make copies of their personnel file. No derogatory material of any kind may be placed in any deputy's personnel file until a copy of said material has been first given to the deputy and the deputy has signed the material. In the event the employee refuses to sign the material, the County may place the document in the file, provided it is signed by two (2) management or supervisory employees and mailed to the employee's address of record. A deputy may file a grievance concerning any material in their file which they believe is improper. No written documentation concerning any deputy shall be deemed official or usable in any action unless it is date-stamped by the Human Resources Department and filed in the deputy's personnel file maintained in the Human Resources Department.

### **24.5. Time Limit Waivers.**

Any time limits established in this agreement may be waived through mutual consent of the parties.

### **24.6. Waivers.**

A provision of this agreement may be waived only by written instrument executed by the party waiving compliance. No waiver of any provision of this agreement shall constitute a waiver of any other provision whether or not similar nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this agreement shall not operate as a waiver of such provision or any other provision. For the purposes of this provision the Association shall act on behalf of individual employees.

### **24.7. Lodging and Meal Cost.**

Reimbursement of lodging and meal costs in connection with required travel on official authorized County business shall be made in accordance with applicable County reimbursement policy, upon presentation of supporting receipts/documents. When such costs exceed the County's reimbursement policy, and the deputy utilized prudent and

reasonable considerations, the finance director may, upon request, reimburse the entire expenses. Expenses will be critically reviewed, and excessive expenses will not be allowed.

#### **24.8 Take Home Vehicles**

Take home vehicles will be assigned based on operational need, geographic location, and security of the vehicle as determined by the Sheriff. Operational need is defined as any specialty assignment that would require a deputy to respond directly from their home to the scene.

With the exception of any bargaining unit members who were approved for a take home vehicle as of September 2006, no deputy who resides outside Benton County shall be allowed a take home vehicle. Deputies may apply for an exception to this requirement, subject to the Sheriff's ultimate determination.

It is understood that deputies do not enjoy a property right in the vehicle to which they are assigned. Management may periodically rotate vehicles among deputies for the purpose of managing the accumulation of mileage, or for other operational reasons.

It is further understood that take home vehicles remain the exclusive and sole property of the County. Deputies do not have a reasonable expectation of privacy in their take home vehicle. The County reserves the right to open and inspect any take home vehicle at any time.

### **ARTICLE 25 – GRIEVANCE PROCEDURE**

#### **25.1. Grievance Definition.**

A grievance is a dispute raised by a deputy or the Association against the County, and shall be limited in scope to the interpretation and/or the application of specific Articles, Sections, and provisions of this agreement. Unless otherwise designated by the Board of Commissioners, the Human Resources Director shall serve as the Designee of the Board of Commissioners at step 3 of this procedure. All matters relating to grievances shall be directed to the Human Resources Director.

#### **25.2. Time Periods and Notice Stipulations.**

Time limits established herein may be waived through the written mutual consent of the parties. However, absent the written consent of the parties, failure of the deputy or the Association to submit or prosecute a grievance in accordance with time and notice limits established herein shall constitute abandonment of the grievance.

Failure of the County to respond to a grievance within the time limits herein shall result in the Association having the absolute right to elevate the grievance within fourteen (14) days to the next higher step in the grievance procedure. A grievance may be dismissed at any time, and at any step, upon receipt by the Designee of the Board of Commissioners of a signed statement from the aggrieved deputy and/or the Association, that the dispute has been resolved or withdrawn.

### **25.3. Informal Discussion Permitted.**

Nothing in this Article is intended to prohibit informal discussions relating to a potential grievance between the deputy and/or the Association and the immediate supervisor, provided that the time limits set forth in Sections 25.2 and 25.6 of this Article are adhered to.

### **25.4. Confidentiality.**

All proceedings and evidence of any kind whatsoever that are related to grievances shall be considered exempt from public disclosure, to the extent allowed by law.

### **25.5. Exclusive Remedy.**

Grievances shall be commenced and processed according to this Article. The parties mutually acknowledge that this Article sets out the exclusive and binding process for the resolution of grievances.

### **25.6. Grievance Procedure.**

#### **A. Grievances at step 1.**

1. A grievance at step 1 shall be initiated by the filing of a written grievance by the Association or aggrieved deputy with the deputy's Division Commander within fourteen (14) days following the occurrence of the circumstance(s) giving rise to the grievance, or the first date when the circumstance(s) should have been known.
2. All written grievances shall include the following information. Grievance filings that are deficient in one or more of the items noted in "a" through "f" below shall be returned to the person who filed the grievance to be conformed to these requirements, and the time period to file the grievance shall be extended by seven (7) additional days, beginning on the date the grievance is returned.
  - a. The grievant(s).
  - b. The date of the circumstances giving rise to the grievance, and the date the deputy had first knowledge thereof.
  - c. A clear and concise statement of the grievance, including relevant facts, which give a full and objective understanding of the deputy's grievance.
  - d. The specific Article, Section, or provision of this agreement alleged to have been violated. Ambiguous statement such as "any Article or Section which may apply," shall not be considered in compliance with this Section.
  - e. The remedy or relief sought by the deputy.
  - f. The signature of the person submitting the grievance.

3. The Division Commander shall respond in writing to the person filing the grievance within fourteen (14) days following receipt of the written grievance. This written response shall either deny the grievance or acknowledge what step(s) will be taken to remedy the grievance.
4. If the grievant is satisfied with the Division Commander's written response, the grievance shall be deemed resolved without further action. If the Association is not satisfied with the written response, the Association may elevate the grievance to step 2 as follows:

**B. Grievances at step 2.**

1. Within fourteen (14) days following the Division Commander's written response at step 1, the Association shall file with the Sheriff a copy of the grievance submitted at step 1, together with the Division Commander's response, or a statement that the supervisor failed to respond within the time limit provided herein.
2. The Sheriff shall respond in writing to the person filing the grievance within fourteen (14) days following receipt of the required grievance documents, and the Sheriff may also meet with the Association to clarify the issues presented in the grievance.
3. If the Association is not satisfied with the Sheriff's response, the Association may elevate the grievance to step 3 as follows:

**C. Grievance at step 3.**

1. If the grievance is still unresolved, within ten (10) working days following the written response at Step 2, the Association may file the Step 3 grievance with Human Resources. The Parties, which may include the grievant (s), an Association Representative, the Association attorney, a Human Resources representative, and two other management representatives, shall meet within fifteen (15) working days to review the facts. The goal of this step is to achieve cost efficient and timely resolution through a problem-solving process, which could include a mediator by mutual agreement. Both parties will share any costs of mediation equally.
2. In the event, the Parties are unable to reach a consensus regarding a resolution of the grievance or resolution is not reached at mediation, the Association may refer the matter to an arbitrator (Step 4) for final determination. The Association shall give the County written notice of its intent to refer the matter to arbitration within ten (10) working days of the last Step 3 meeting or the last mediation session.

**D. Grievances at step 4.**

1. Grievances unresolved at Step 3 shall be elevated to Step 4 as follows:
  - a. If the grievance involves discipline of a sworn law enforcement officer, the moving party agrees to request an arbitrator within fourteen (14) days of the notice of intent to arbitrate, consistent with House Bill 2930 (2021 Oregon Legislative Assembly 2021 Regular Session) in accordance with the process established by the Employment Relations Board.
  - b. If the grievance is not settled in Step 3 and the grievance does not involve discipline of a sworn law enforcement officer, within fourteen (14) working days of the notice of intent to arbitrate, the Association shall request a list of five potential arbitrators from the Oregon State Conciliator. Within fourteen (14) days of receipt of the list of potential arbitrators, final selection shall be accomplished by the County and the Association alternatively crossing off one of the five (5) named arbitrators until only one remains. The party who strikes the first name shall be selected by lot.
  - c. For all grievances, the decision of the arbitrator shall be final and binding on the parties, however the arbitrator shall not have authority to alter, modify, amend, vacate or change any terms or conditions of this agreement. The County's disciplinary decision shall be upheld unless the arbitrator finds that the disciplinary action is arbitrary and capricious. The County's termination decision shall be upheld unless the decision is inconsistent with the public interest in maintaining community trust, enforcing a higher standard of conduct for law enforcement officers and ensuring an accountable, fair and just disciplinary process. This provision is not intended to prevent either party from any administrative or statutory relief they may otherwise have to appeal an arbitrator's award.
2. Nothing in this Article is intended to prevent a mutually acceptable settlement prior to or during the arbitration procedure.
3. If arbitration is utilized, all of the arbitrators costs incurred shall be born entirely by the losing party. Each party is responsible for their own costs, including representation and/or witness fees.

## **ARTICLE 26 – SAVING CLAUSE**

### **26.1. Definition.**

Should any Article, Section or portion of this agreement be held unlawful or unenforceable by an opinion of the Attorney General of the State of Oregon, or by a court of competent jurisdiction, or any administrative agency of the State of Oregon having jurisdiction over the subject matter, such decision shall apply only to the specific Article, Section or portion directly specified in the decision. Upon the issuance of any such decision, the parties agree

immediately to negotiate a substitute, if possible, for the invalidated Article, Section, or portion. All other portions of this agreement, and the agreement as a whole, shall continue without interruption except those remaining provisions which are so essential and inseparably connected with and dependent upon the unlawful or unenforceable part that it is apparent that such remaining provisions would not have been agreed to without such other parts and the remaining provisions which, standing alone, are incomplete and incapable of being executed in accordance with the intent of this agreement.

## **26.2. Discovery By the Parties.**

Should the Parties independently discover any portion(s) of this agreement that are unlawful, the provisions of Section 26.1 shall apply.

## **ARTICLE 27 – DEFENSE AND INDEMNIFICATION**

### **27.1. Reimbursement.**

The County agrees to reimburse a bargaining unit member for the reasonable, usual and customary legal fees charged by an attorney as a direct result of criminal charges or a grand jury appearance against the bargaining unit member in which the member is a suspect in criminal arising out of the course and scope of the bargaining unit member's performance of their duty as an officer for Benton County. The County's obligation of reimbursement is subject to the conditions set forth in sections for 27.2 Reimbursement Procedure.

### **27.2. Reimbursement Procedure.**

To receive reimbursement under this Article, the bargaining unit member must select an attorney from a list of attorneys that has been mutually agreed upon by the Benton County Deputy Sheriffs' Association and the County Attorney. Neither party shall unreasonably oppose the inclusion of an attorney on the list.

**27.2.1.** Within sixty (60) days of the execution of this Agreement, the Association shall submit to the County Attorney the names and professional biographies of the attorneys the Association proposes for inclusion on the list. If the County Attorney does not object to an attorney on the list within twenty (20) working days, the attorney shall be included on this list. The names on the list shall be reviewed every six (6) months upon the request of either party. If no attorney on the list is available to represent a bargaining unit member, the bargaining unit member may obtain another attorney of their choosing, however, the County's obligation to reimburse will arise only if the County Attorney receives written notice of the selected attorney from the Association within three (3) calendar days of the bargaining unit member or Association learning of the lack of availability of an attorney from the predetermined list.

**27.2.2. Estimate of Legal Fees.** Following the initial meeting between the bargaining unit member and the attorney, the Association shall arrange for the attorney to provide the County, at no cost to the County, a preliminary estimate of the anticipated legal fees, costs and expenses. This preliminary estimate shall be directed to the County Attorney, the Sheriff, Human Resources Department and the Association.



**27.2.3. Billing.** Before becoming obligated under this Article, the County shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of the time spent and a brief description of the purpose of such time. The attorney shall account for and value time at the attorney's most favorable rate, not to exceed \$150.00 per hour. If the County, in its discretion, feels the charges exceed the reasonable, usual and customary fees normally charged, the parties shall submit the matter to the Oregon State Bar Fee Arbitration program for resolution.

**27.2.4. Binding Decision.** The decision of the OSB fee arbitrator or arbitration panel shall be final and binding as to the County's obligation under this Article. Under no circumstances shall the provisions of this Article give rise to a claim of any sort against the County by the attorney retained or selected by the bargaining unit member.

**27.3. Denial of Reimbursement.**

Reimbursement will not be made in those instances where:

- A. The bargaining unit member was not performing within the course and scope of their duties as an officer Benton County;
- B. The bargaining unit member is convicted by verdict or plea, or pleads no contest to any criminal charges arising out of the incident;
- C. The bargaining unit member is demoted, suspended, or terminated based upon Department sustains any disciplinary charge(s) on the basis of the bargaining unit member's actions which formed any part of the basis for the possible criminal liability unless the Department's disciplinary action is set aside in total on grievance appeal;
- D. The bargaining unit member resigns their employment with the County for any reason;
- E. The County shall have no obligation to reimburse a bargaining unit member, the Association or counsel for the Association for costs or legal fees in any instance where the bargaining unit member or the Association elects to have counsel for the Association represent the bargaining unit member involved in the incident at any stage of the criminal proceeding, including, but not limited to, any grand jury proceeding;
- F. The County shall have no obligation to reimburse a bargaining unit member, the Association, or counsel for the Association for costs or legal fees associated with representation at pre-disciplinary procedures; or
- G. The County shall have no obligation to reimburse a bargaining unit member, the Association, or counsel for the Association for fees associated with representation at or in conjunction with the filing of a civil claim except in accordance with the Oregon Tort Claims Act.

#### **27.4. Reimbursement Due Date.**

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

- A. Legal fees relating to a grand jury investigation and/or appearance shall not exceed \$5,000.
- B. Legal fees relating to post-grand jury indictment or other charging instrument shall not exceed \$10,000.
- C. Total legal fee reimbursement shall not exceed \$15,000.

### **ARTICLE 28 – EMPLOYEE BILL OF RIGHTS**

**28.1.** In the event that a complaint is levied against an employee that causes the Sheriff's Office to conduct a non-criminal Investigation, the following protections shall accrue to the employee being investigated:

1. Within five (5) business days of beginning the processing of a complaint, which is defined as when the Sheriff assigns or authorizes the incident to be investigated pursuant to the Citizen's Complaint Policy and/or Investigations Policy, against an employee, the sheriff or their designee will notify the employee in writing that a complaint has been received and the nature of the complaint. E-mail shall satisfy the requirement of written notification.
2. Prior to an interview of the employee as provided herein, the employee shall be given notice of the nature of the complaint and the basis of the allegations levied against said employee and sufficient facts to inform the employee of the circumstances surrounding the allegations under investigation. The employee shall be provided a copy of the complaint prior to an investigatory interview.
3. Investigations will be conducted under the guidelines contained in Article 23, Discipline. Bargaining unit members shall not conduct internal affairs investigations on the County's behalf. No more than two County representatives or investigators may be present or question the employee during the interview. At least one person must have the authority to compel the employee to participate in the interview.
4. Any complaint not placed in writing shall not serve as the basis of an Internal Affairs Investigation. However, consistent with law, unwritten bias-based complaints may form the basis of an Internal Affairs Investigation.
5. All reasonable efforts shall be made to conclude investigations within 120 days of intake.
6. The employee shall be informed of the outcome of the investigation.

7. Unless the seriousness of an investigation requires otherwise, all employee interviews will be conducted while the employee is on duty, or during the officer's normal waking hours, or at a time mutually acceptable to the employee and the County. If an employee has been placed on administrative leave, the interview will take place during the day between 8 AM and 5 PM.
8. The County will provide reasonable breaks during the interview. The interview shall not take an unreasonable amount of time.
9. The employee, their representative or the County may record the interview. If any party records and/or transcribes the interview, it shall provide a copy of the recording and/or transcript to the requesting party. If the employee is subjected to a subsequent interview, the County shall provide a copy of any of their prior statements prior to any subsequent interview.
10. The County shall not require the chosen representative to disclose any statements made by the employee to the representative which were made for the purposes of the representation.
11. At least forty-eight (48) hours prior to the due process hearing, the County shall provide to the employee and the Association a detailed accounting of the allegations against the employee, as well as a copy of the internal affairs investigation report.
12. As soon as it is determined that the employee may be charged with a criminal offense, the employee must be informed of the employee's right to consult with criminal defense counsel with respect to the criminal charge.

## **ARTICLE 29 – DRUG AND ALCOHOL TESTING**

The County and the Association jointly recognize that the use of drugs and alcohol, whether on or off the job, which adversely affects job performance, may constitute a serious threat to the health and safety of the public, to the safety of fellow deputies, and to the efficient operation of the County. The parties therefore agree to the following, to be effective beginning January 1, 2021:

1. Except as authorized by policy of the Sheriff for job-related reasons, the following conduct is strictly prohibited:
  - a. The unauthorized buying, selling, transportation, distribution, possession or use of intoxicants, any controlled substance as defined by law, or any "mood-altering" substance (or any attempt to perform such acts) while on County property or vehicles, or during work hours, including meals and rest periods.
  - b. Reporting to work under the influence of alcohol and drugs;
  - c. Consuming drugs or alcohol while on duty or in uniform except as a necessary part of an official assignment. Employees must have their supervisor's authorization to do so as part of an official assignment;

- d. Failure to report use of prescription medication, controlled substance, and/or over-the-counter drugs as described in Paragraph 4 below; and
  - e. Failure to notify their supervisor if a controlled substance is ingested unintentionally or if the employee is made to ingest a controlled substance so that appropriate medical steps may be taken to ensure the employee's health and safety.
2. The term "Drugs" shall include all controlled substances regulated under the Federal Controlled Substances Act (21 U.S.C. § 812 et seq.), and medication containing controlled substances, including "designer drugs" not approved for use by the U.S. Food and Drug Administration. It also includes other substance that may impair performance and safety (e.g., inhalants, MDMA, opiates, etc.). Notwithstanding any provisions in state law, marijuana remains a controlled substance under the federal Controlled Substances Act. Accordingly, marijuana is defined as a "drug" for the purpose of this Article regardless of whether or not the marijuana was distributed or consumed for medical purposes, or recreational purposes consistent with state law. "Drugs" also applies to prescription and non-prescription medication.
3. Under the Influence:
  - a. An employee will be deemed to be under the influence of alcohol when their blood alcohol content is equal to or greater than .01%. For the purposes of this Article, a test result with a blood alcohol content equal to or greater than .01% is considered a positive test.
  - b. An employee will be deemed to be under the influence of drugs when they test positive for drugs based on the threshold and confirmation amounts as described in the U.S. Department of Transportation's Regulations at 49 CFR § 40.87. For those substances not covered by the Department of Transportation Regulations, an employee will be considered "under the influence" if the prohibited substance is present in the body.
4. Each employee must report to their immediate Supervisor the use of any prescription or over-the-counter medication that may inhibit the employee's ability to safely and competently perform job duties. It is the employee's responsibility to ask their health care provider and/or pharmacist to determine whether any prescribed drug or other medication may have side effects that impair job performance or affect the employee's ability to safely and competently perform their job duties. If the employee and/or their health care provider believe the employee is experiencing side effects that impair job performance, the employee must notify their supervisor prior to performing or continuing to perform any work.
  - a. Employees are required to provide a medical authorization to work, upon request from the Employer. This may include verifying that the employee is able to safely perform their job duties before the employee is allowed to continue their work. The employee will not be required to disclose the medical condition for which the medication is being taken unless the Employer determines that disclosure is necessary to comply with its legal obligations (e.g., properly designating FMLA leave, evaluating reasonable accommodations, etc.).
  - b. The use of marijuana, even if permitted by state law (including medical marijuana laws) is in violation of this Policy. The Employer does not excuse marijuana use or authorize its use as a reasonable accommodation of a disability. An employee

- who believes they need some other accommodation for a disability being treated with marijuana, or any other controlled substance, should contact Human Resources to discuss reasonable alternatives.
- c. The use of medications that are unlawfully obtained, or for use that is inconsistent with the prescription label, including but not limited to using medication prescribed to another person, is in violation of this Policy.
  - d. Failure to report the use of a prescribed medication or over-the-counter medication which may impact an employee's ability to safely and competently perform job duties may subject the employee to disciplinary action.
5. Employees shall submit to the following types of drug and alcohol testing:
- a. Pre-Employment Testing. All successful candidates for employment in the bargaining unit must submit and pass pre-employment testing for drugs prior to placement in the position. Testing will be conducted after the County makes a contingent offer of employment or transfer subject to the employee passing the test.
  - b. Random Testing
  - c. Post-Accident Testing. When the employee is in an accident and causes an injury to themselves or others, or was involved in an accident resulting in property damage. Intentional use of force shall not constitute a post-accident for purposes of this Article.
  - d. Reasonable Suspicion Testing: Reasonable suspicion exists when the employer holds a belief that is reasonable under the totality of the circumstances existing at the time and place that the employee is under the influence of drugs and/or alcohol, as defined in this Agreement.
  - e. Follow-up Testing
6. If a test is requested, employees are required to cooperate including, but not limited to, executing appropriate documentation or forms, appearing for the test at the time and location specified and cooperating with testing personnel. Employees selected for random testing will not be notified or required to test during off-duty time, including regular days and times off and while on approved leave; the notification and testing will occur during the employee's next regular work day. Employees working night shift who cannot test during their shift shall test within 24 hours of being notified of the random test requirement. The Employer will compensate employees for time required for testing in accordance with Article 8 Hours of Work and overtime. An employee's refusal to submit to drug and alcohol testing shall be treated as a positive test result. Employees who refuse to submit to such testing shall be subject to discipline up to and including termination. Employees selected for random testing will be notified in writing by hand-delivered letter and must report to the collection site immediately. In no event shall an employee be allowed to return to work without submitting to such testing.
7. An employee who has a positive drug or alcohol test result will be terminated, subject to due process.
8. The County may, upon reasonable suspicion, conduct searches on County property of employees and/or assigned County property and/or their personal 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. An employee who refuses to submit to a search shall be subject to immediate discipline up to and including termination. 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.

9. When a deputy is requested to return to duty outside their regularly scheduled shift, pursuant to section 8.7 of this Agreement, the deputy must inform their supervisor of the amount of any alcohol or other intoxicants consumed prior to the call-in. The County will then decide whether the deputy will be called in to perform additional duties. If an employee fails to report any such consumption, they shall be subject to discipline up to and including termination.
10. Any drug or alcohol test that is not a positive test result will not be stored or maintained by management.
11. Any deputy has the right to have a second drug or alcohol test done at their own expense.

## **ARTICLE 30 – TERMINATION**

### **30.1. Definition.**

This agreement is effective July 1, 2022, through June 30, 2027 and should the agreement be ratified after July 1, 2022 all economic increases will be retroactive. It shall be automatically renewed in its present form from year to year, unless either party notifies the other in writing not later than March 1st preceding the expiration of the agreement that it wishes to initiate labor negotiations.

### **30.2. Timely Notice.**

It is the intent of the parties that notice to negotiate must be timely. If either party fails to observe the notice date of March 1st, it will relinquish the right to negotiate for that year; however, negotiations may thereafter be initiated with mutual consent of the parties.

### **30.3. Amending the Agreement.**

This agreement may be amended at any time by mutual consent of the parties. All such amendments must be in writing and signed by the parties.

### **30.4.**

This Agreement shall remain in full force and effect throughout all negotiations and proceedings for a successor agreement.


**RATIFICATION SIGNATURES**

Entered into this \_\_\_\_ day of June 2022


**FOR THE COUNTY**

DocuSigned by:  
  
32C84A08BB124C7...


Don Rogers  
Undersheriff

DocuSigned by:  
  
17FFDF202B864D5...

Chris Duffitt  
AIC Captain

DocuSigned by:  
  
314BB599AA9144D...

Tracy Martineau  
Human Resources Director


DocuSigned by:  
  
85593F1F843F4FD...

Nancy Wyse  
Chair, County Board of  
Commissioners


**FOR THE ASSOCIATION**

DocuSigned by:  
  
D6091647882E4DB...


Kim Lovik,  
President, BCDSA

DocuSigned by:  
  
856D740F986E403...

Doug Seirup  
Vice President, BCDSA

DocuSigned by:  
  
5572CEAEAZ794E1...

Christopher Dale,  
Secretary/Treasurer, BCDSA


DocuSigned by:  
  
832AA59C24A048A...

Erik Hessling  
Bargaining Team Member,  
BCDSA

**FOR THE TEAMSTERS**

DocuSigned by:  
  
2D68C904F89E468...

Michael Mann  
Representative, Teamsters 223

DocuSigned by:  
  
D75BD2415AC34AB...

Leslie Sloy, Secretary-Treasurer  
Teamsters Local 223

## SALARY SCHEDULE



**Benton County Deputy Sheriff's Association- 07/01/2022 Salary Schedule**

DBM/Range	Minimum (Step 1)	Step 2	Step 3	Step 4	Step 5	Step 6	Maximum (Step 7)
120D- Animal Control	\$51,510.69 \$4,292.56 \$24.76	\$54,080.27 \$4,506.69 \$26.00	\$56,806.24 \$4,733.85 \$27.31	\$59,641.47 \$4,970.12 \$28.67	\$62,631.86 \$5,219.32 \$30.11	\$65,762.52 \$5,480.21 \$31.62	\$69,050.65 \$5,754.22 \$33.20
160D- Deputy Sheriff A Corrections Deputy A Parol & Probation Off. A	\$62,631.86 \$5,219.32 \$30.11	\$65,762.52 \$5,480.21 \$31.62	\$69,064.49 \$5,755.37 \$33.20	\$72,506.72 \$6,042.23 \$34.86	\$76,120.29 \$6,343.36 \$36.60	\$79,936.15 \$6,661.35 \$38.43	\$83,932.96 \$6,994.41 \$40.35
165D- Deputy Sheriff B Corrections Deputy B Parol & Probation Off. B	\$65,137.14 \$5,428.10 \$31.32	\$68,393.02 \$5,699.42 \$32.88	\$71,827.07 \$5,985.59 \$34.53	\$75,406.99 \$6,283.92 \$36.25	\$79,165.10 \$6,597.09 \$38.06	\$83,133.59 \$6,927.80 \$39.97	\$87,290.27 \$7,274.19 \$41.97
170D- Deputy Sheriff C Corrections Deputy C Parol & Probation Off. C	\$67,742.61 \$5,645.22 \$32.57	\$71,128.75 \$5,927.40 \$34.20	\$74,700.16 \$6,225.01 \$35.91	\$78,423.28 \$6,535.27 \$37.70	\$82,331.69 \$6,860.97 \$39.58	\$86,458.94 \$7,204.91 \$41.57	\$90,781.89 \$7,565.16 \$43.65
190D- Deputy Corporal C	\$76,574.06 \$6,381.17 \$36.81	\$80,428.97 \$6,702.41 \$38.67	\$84,446.55 \$7,037.21 \$40.60	\$88,674.54 \$7,389.55 \$42.63	\$93,096.20 \$7,758.02 \$44.76	\$97,746.37 \$8,145.53 \$46.99	\$102,633.69 \$8,552.81 \$49.34

Note: The monthly is based on the annual divided by 12; the hourly is based on the annual divided by 2080. Employees who are paid on a salary basis are paid the same salary each pay period regardless of the hours in that pay period. Semi-monthly salary is based on the annual salary divided by 24. System rounding may cause the amount paid to be slightly different than shown.



**Benton County Deputy Sheriff's Association- 07/01/2023 Salary Schedule**

DBM/Range	Minimum (Step 1)	Step 2	Step 3	Step 4	Step 5	Step 6	Maximum (Step 7)
120D- Animal Control	\$53,571.12 \$4,464.26 \$25.76	\$56,243.48 \$4,686.96 \$27.04	\$59,078.49 \$4,923.21 \$28.40	\$62,027.13 \$5,168.93 \$29.82	\$65,137.13 \$5,428.09 \$31.32	\$68,393.02 \$5,699.42 \$32.88	\$71,812.68 \$5,984.39 \$34.53
160D- Deputy Sheriff A Corrections Deputy A Parol & Probation Off. A	\$65,137.13 \$5,428.09 \$31.32	\$68,393.02 \$5,699.42 \$32.88	\$71,827.07 \$5,985.59 \$34.53	\$75,406.99 \$6,283.92 \$36.25	\$79,165.10 \$6,597.09 \$38.06	\$83,133.60 \$6,927.80 \$39.97	\$87,290.28 \$7,274.19 \$41.97
165D- Deputy Sheriff B Corrections Deputy B Parol & Probation Off. B	\$67,742.63 \$5,645.22 \$32.57	\$71,128.74 \$5,927.40 \$34.20	\$74,700.15 \$6,225.01 \$35.91	\$78,423.27 \$6,535.27 \$37.70	\$82,331.70 \$6,860.98 \$39.58	\$86,458.93 \$7,204.91 \$41.57	\$90,781.88 \$7,565.16 \$43.65
170D- Deputy Sheriff C Corrections Deputy C Parol & Probation Off. C	\$70,452.31 \$5,871.03 \$33.87	\$73,973.90 \$6,164.49 \$35.56	\$77,688.17 \$6,474.01 \$37.35	\$81,560.21 \$6,796.68 \$39.21	\$85,624.96 \$7,135.41 \$41.17	\$89,917.30 \$7,493.11 \$43.23	\$94,413.17 \$7,867.76 \$45.39
190D- Deputy Corporal C	\$79,637.02 \$6,636.42 \$38.29	\$83,646.13 \$6,970.51 \$40.21	\$87,824.41 \$7,318.70 \$42.22	\$92,221.52 \$7,685.13 \$44.34	\$96,820.05 \$8,068.34 \$46.55	\$101,656.22 \$8,471.35 \$48.87	\$106,739.04 \$8,894.92 \$51.32

Note: The monthly is based on the annual divided by 12; the hourly is based on the annual divided by 2080. Employees who are paid on a salary basis are paid the same salary each pay period regardless of the hours in that pay period. Semi-monthly salary is based on the annual salary divided by 24. System rounding may cause the amount paid to be slightly different than shown.





**Benton County Deputy Sheriff's Association- 07/01/2024 Salary Schedule**

DBM/Range	Minimum (Step 1)	Step 2	Step 3	Step 4	Step 5	Step 6	Maximum (Step 7)
120D- Animal Control	\$55,713.96 \$4,642.83 \$26.79	\$58,493.22 \$4,874.44 \$28.12	\$61,441.63 \$5,120.14 \$29.54	\$64,508.22 \$5,375.69 \$31.01	\$67,742.62 \$5,645.22 \$32.57	\$71,128.74 \$5,927.40 \$34.20	\$74,685.19 \$6,223.77 \$35.91
160D- Deputy Sheriff A Corrections Deputy A Parol & Probation Off. A	\$67,742.62 \$5,645.22 \$32.57	\$71,128.74 \$5,927.40 \$34.20	\$74,700.15 \$6,225.01 \$35.91	\$78,423.27 \$6,535.27 \$37.70	\$82,331.70 \$6,860.98 \$39.58	\$86,458.94 \$7,204.91 \$41.57	\$90,781.89 \$7,565.16 \$43.65
165D- Deputy Sheriff B Corrections Deputy B Parol & Probation Off. B	\$70,452.34 \$5,871.03 \$33.87	\$73,973.89 \$6,164.49 \$35.56	\$77,688.16 \$6,474.01 \$37.35	\$81,560.20 \$6,796.68 \$39.21	\$85,624.97 \$7,135.41 \$41.17	\$89,917.29 \$7,493.11 \$43.23	\$94,413.16 \$7,867.76 \$45.39
170D- Deputy Sheriff C Corrections Deputy C Parol & Probation Off. C	\$73,270.40 \$6,105.87 \$35.23	\$76,932.86 \$6,411.07 \$36.99	\$80,795.70 \$6,732.98 \$38.84	\$84,822.62 \$7,068.55 \$40.78	\$89,049.96 \$7,420.83 \$42.81	\$93,513.99 \$7,792.83 \$44.96	\$98,189.70 \$8,182.48 \$47.21
190D- Deputy Corporal C	\$82,822.50 \$6,901.88 \$39.82	\$86,991.98 \$7,249.33 \$41.82	\$91,337.39 \$7,611.45 \$43.91	\$95,910.38 \$7,992.53 \$46.11	\$100,692.85 \$8,391.07 \$48.41	\$105,722.47 \$8,810.21 \$50.83	\$111,008.60 \$9,250.72 \$53.37

Note: The monthly is based on the annual divided by 12; the hourly is based on the annual divided by 2080. Employees who are paid on a salary basis are paid the same salary each pay period regardless of the hours in that pay period. Semi-monthly salary is based on the annual salary divided by 24. System rounding may cause the amount paid to be slightly different than shown.



**Benton County Deputy Sheriff's Association- 07/01/2025 Salary Schedule**

DBM/Range	Minimum (Step 1)	Step 2	Step 3	Step 4	Step 5	Step 6	Maximum (Step 7)
120D- Animal Control	\$57,942.52 \$4,828.54 \$27.86	\$60,832.95 \$5,069.41 \$29.25	\$63,899.30 \$5,324.94 \$30.72	\$67,088.55 \$5,590.71 \$32.25	\$70,452.32 \$5,871.03 \$33.87	\$73,973.89 \$6,164.49 \$35.56	\$77,672.60 \$6,472.72 \$37.34
160D- Deputy Sheriff A Corrections Deputy A Parol & Probation Off. A	\$70,452.32 \$5,871.03 \$33.87	\$73,973.89 \$6,164.49 \$35.56	\$77,688.16 \$6,474.01 \$37.35	\$81,560.20 \$6,796.68 \$39.21	\$85,624.97 \$7,135.41 \$41.17	\$89,917.30 \$7,493.11 \$43.23	\$94,413.17 \$7,867.76 \$45.39
165D- Deputy Sheriff B Corrections Deputy B Parol & Probation Off. B	\$73,270.43 \$6,105.87 \$35.23	\$76,932.85 \$6,411.07 \$36.99	\$80,795.69 \$6,732.97 \$38.84	\$84,822.61 \$7,068.55 \$40.78	\$89,049.97 \$7,420.83 \$42.81	\$93,513.98 \$7,792.83 \$44.96	\$98,189.69 \$8,182.47 \$47.21
170D- Deputy Sheriff C Corrections Deputy C Parol & Probation Off. C	\$76,201.22 \$6,350.10 \$36.64	\$80,010.17 \$6,667.51 \$38.47	\$84,027.53 \$7,002.29 \$40.40	\$88,215.52 \$7,351.29 \$42.41	\$92,611.96 \$7,717.66 \$44.52	\$97,254.55 \$8,104.55 \$46.76	\$102,117.29 \$8,509.77 \$49.09
190D- Deputy Corporal C	\$86,135.40 \$7,177.95 \$41.41	\$90,471.66 \$7,539.31 \$43.50	\$94,990.89 \$7,915.91 \$45.67	\$99,746.80 \$8,312.23 \$47.96	\$104,720.56 \$8,726.71 \$50.35	\$109,951.37 \$9,162.61 \$52.86	\$115,448.94 \$9,620.75 \$55.50

Note: The monthly is based on the annual divided by 12; the hourly is based on the annual divided by 2080. Employees who are paid on a salary basis are paid the same salary each pay period regardless of the hours in that pay period. Semi-monthly salary is based on the annual salary divided by 24. System rounding may cause the amount paid to be slightly different than shown.



**Benton County Deputy Sheriff's Association- 07/01/2026 Salary Schedule**

DBM/Range	Minimum (Step 1)	Step 2	Step 3	Step 4	Step 5	Step 6	Maximum (Step 7)
120D- Animal Control	\$60,260.22 \$5,021.69 \$28.97	\$63,266.27 \$5,272.19 \$30.42	\$66,455.27 \$5,537.94 \$31.95	\$69,772.09 \$5,814.34 \$33.54	\$73,270.41 \$6,105.87 \$35.23	\$76,932.85 \$6,411.07 \$36.99	\$80,779.50 \$6,731.63 \$38.84
160D- Deputy Sheriff A Corrections Deputy A Parol & Probation Off. A	\$73,270.41 \$6,105.87 \$35.23	\$76,932.85 \$6,411.07 \$36.99	\$80,795.69 \$6,732.97 \$38.84	\$84,822.61 \$7,068.55 \$40.78	\$89,049.97 \$7,420.83 \$42.81	\$93,513.99 \$7,792.83 \$44.96	\$98,189.70 \$8,182.48 \$47.21
165D- Deputy Sheriff B Corrections Deputy B Parol & Probation Off. B	\$76,201.25 \$6,350.10 \$36.64	\$80,010.16 \$6,667.51 \$38.47	\$84,027.52 \$7,002.29 \$40.40	\$88,215.51 \$7,351.29 \$42.41	\$92,611.97 \$7,717.66 \$44.52	\$97,254.54 \$8,104.55 \$46.76	\$102,117.28 \$8,509.77 \$49.09
170D- Deputy Sheriff C Corrections Deputy C Parol & Probation Off. C	\$79,249.27 \$6,604.11 \$38.10	\$83,210.58 \$6,934.22 \$40.01	\$87,388.63 \$7,282.39 \$42.01	\$91,744.14 \$7,645.35 \$44.11	\$96,316.44 \$8,026.37 \$46.31	\$101,144.73 \$8,428.73 \$48.63	\$106,201.98 \$8,850.17 \$51.06
190D- Deputy Corporal C	\$89,580.82 \$7,465.07 \$43.07	\$94,090.53 \$7,840.88 \$45.24	\$98,790.53 \$8,232.54 \$47.50	\$103,736.67 \$8,644.72 \$49.87	\$108,909.38 \$9,075.78 \$52.36	\$114,349.42 \$9,529.12 \$54.98	\$120,066.90 \$10,005.58 \$57.72

Note: The monthly is based on the annual divided by 12; the hourly is based on the annual divided by 2080. Employees who are paid on a salary basis are paid the same salary each pay period regardless of the hours in that pay period. Semi-monthly salary is based on the annual salary divided by 24. System rounding may cause the amount paid to be slightly different than shown.

**Certificate Of Completion**

Envelope Id: 7274757FD9B84E02AAC90AF6017C6F84	Status: Completed
Subject: Please DocuSign: BCDSA-Teamsters 2022 - 2027 Collective Bargaining Agreement for signature.pdf	
Source Envelope:	
Document Pages: 57	Signatures: 8
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Tracy Martineau
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	209 Northwest 5th Street
	Information Technology, Benton County OR
	Corvallis, OR 97339
	tracy.martineau@co.benton.or.us
	IP Address: 63.155.120.68

**Record Tracking**

Status: Original 07/20/2022   17:14	Holder: Tracy Martineau tracy.martineau@co.benton.or.us	Location: DocuSign
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**Signer Events**

Chris Duffitt  
chris.duffitt@co.benton.or.us  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
*Chris Duffitt*  
17FFDF202B864D5...

**Timestamp**

Sent: 07/20/2022 | 17:30  
Viewed: 07/21/2022 | 15:47  
Signed: 07/21/2022 | 15:48

Signature Adoption: Pre-selected Style  
Using IP Address: 140.211.8.8

**Electronic Record and Signature Disclosure:**  
Accepted: 07/21/2022 | 15:47  
ID: ac7d0111-b823-46c8-816c-f97a888bfced

Christopher Dale  
Christopher.DALE@CO.Benton.OR.US  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
*Christopher Dale*  
5572CEAEA2794E1...

Sent: 07/20/2022 | 17:30  
Viewed: 07/21/2022 | 22:23  
Signed: 07/21/2022 | 22:34

Signature Adoption: Drawn on Device  
Using IP Address: 63.155.38.103  
Signed using mobile

**Electronic Record and Signature Disclosure:**  
Accepted: 07/21/2022 | 22:23  
ID: 4f5b3966-1026-4068-9f49-eeed102364d5

D. Rogers  
Don.ROGERS@Co.Benton.OR.US  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
*D. Rogers*  
32C84A08BB124C7...

Sent: 07/20/2022 | 17:30  
Viewed: 07/21/2022 | 06:58  
Signed: 07/21/2022 | 07:00

Signature Adoption: Pre-selected Style  
Using IP Address: 140.211.8.8

**Electronic Record and Signature Disclosure:**  
Accepted: 02/24/2022 | 09:02  
ID: 0ae83b84-5fe1-4566-b043-e9798f89bc63

Doug Seirup  
Doug.Seirup@Co.Benton.OR.US  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
*Doug Seirup*  
856D740F986E403...

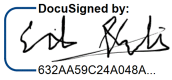
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Signed: 07/21/2022 | 01:17

Signature Adoption: Drawn on Device  
Using IP Address: 63.155.29.107  
Signed using mobile

**Electronic Record and Signature Disclosure:**  
Accepted: 07/20/2022 | 18:14  
ID: 9481baf0-0b60-447c-90d9-e036ff7095d6

Signer Events	Signature	Timestamp
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Erik Hesselning  
 Erik.Hesselning@Co.Benton.OR.US  
 Security Level: Email, Account Authentication (None)

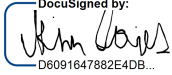


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 Signed: 07/21/2022 | 07:21

Signature Adoption: Drawn on Device  
 Using IP Address: 140.211.8.8

**Electronic Record and Signature Disclosure:**  
 Accepted: 07/21/2022 | 07:20  
 ID: 43343514-b4a1-454d-a58e-76efb5b9b59b

Kim Lovik  
 Kimberly.Lovik@co.benton.or.us  
 Security Level: Email, Account Authentication (None)

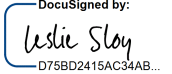


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 Viewed: 07/20/2022 | 18:09  
 Signed: 07/20/2022 | 18:09

Signature Adoption: Drawn on Device  
 Using IP Address: 128.177.29.2  
 Signed using mobile

**Electronic Record and Signature Disclosure:**  
 Accepted: 07/20/2022 | 18:09  
 ID: 4f973a11-b89c-45e6-9f6b-13c215867b8a

Leslie Sloy  
 lsloy@Teamsters223.com  
 Security Level: Email, Account Authentication (None)



Sent: 07/20/2022 | 17:30  
 Viewed: 07/25/2022 | 10:44  
 Signed: 07/25/2022 | 10:45

Signature Adoption: Pre-selected Style  
 Using IP Address: 96.71.170.194

**Electronic Record and Signature Disclosure:**  
 Accepted: 07/25/2022 | 10:44  
 ID: 506adda6-2d5d-415b-92ac-7cb92091944a

Michael Mann  
 mmann@Teamsters223.com  
 Security Level: Email, Account Authentication (None)



Sent: 07/20/2022 | 17:30  
 Viewed: 07/22/2022 | 09:42  
 Signed: 07/22/2022 | 09:44

Signature Adoption: Pre-selected Style  
 Using IP Address: 71.236.147.95

**Electronic Record and Signature Disclosure:**  
 Accepted: 07/22/2022 | 09:42  
 ID: b4e39f95-b667-41c6-9a58-2352227d9c81

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp