

**WASHINGTON COUNTY / WASHINGTON COUNTY SHERIFF'S
OFFICE**

and

**WASHINGTON COUNTY POLICE OFFICERS' ASSOCIATION –
SERGEANTS UNIT**

COLLECTIVE BARGAINING AGREEMENT

THROUGH JUNE 30, 2028

TABLE OF CONTENTS

<i>ARTICLE 1 – RECOGNITION</i>	1
<i>ARTICLE 2 – DEFINITIONS</i>	3
<i>ARTICLE 3 – EXISTING CONDITIONS</i>	4
<i>ARTICLE 4 – LABOR MANAGEMENT COMMITTEE</i>	5
<i>ARTICLE 5 – ELECTRONIC TECHNOLOGY</i>	6
<i>ARTICLE 6 – EQUAL EMPLOYMENT OPPORTUNITY</i>	8
<i>ARTICLE 7 – SCOPE OF AGREEMENT</i>	9
<i>ARTICLE 8 – EMPLOYEE & ASSOCIATION RIGHTS</i>	10
<i>ARTICLE 9 – MANAGEMENT RIGHTS</i>	13
<i>ARTICLE 10 – HOURS OF WORK</i>	14
<i>ARTICLE 11 – OVERTIME</i>	16
<i>ARTICLE 12 – CALL BACK AND COURT TIME</i>	19
<i>ARTICLE 13 – WORKING IN HIGHER CLASSIFICATION</i>	22
<i>ARTICLE 14 – SENIORITY</i>	23
<i>ARTICLE 15 – UNIFORMS</i>	25
<i>ARTICLE 16 – TIME OFF IN LIEU OF HOLIDAYS</i>	26
<i>ARTICLE 17 – VACATION LEAVE</i>	27
<i>ARTICLE 18 – SICK LEAVE</i>	29
<i>ARTICLE 19 – OTHER LEAVES</i>	32
<i>ARTICLE 20 – ADMINISTRATION OF THE SALARY PLAN</i>	38
<i>ARTICLE 21 – INCENTIVE PAY</i>	42
<i>ARTICLE 22 – TRANSITIONAL (LIGHT) DUTY ASSIGNMENT AND PAY</i>	44
<i>ARTICLE 23 – RESERVED FOR FUTURE USE</i>	45
<i>ARTICLE 24 – ASSOCIATION REPRESENTATIVES</i>	46
<i>ARTICLE 25 – OVERPAYMENT & REPAYMENT</i>	48
<i>ARTICLE 26 – MENTAL HEALTH & PHYSICAL FITNESS</i>	50
<i>ARTICLE 27 – TRAVEL PAY</i>	55
<i>ARTICLE 28 – MANDATED BENEFITS</i>	56
<i>ARTICLE 29 – INSURANCE</i>	57
<i>ARTICLE 30 – PERSONNEL FILE</i>	61
<i>ARTICLE 31 – DISCIPLINE AND DISCHARGE</i>	62
<i>ARTICLE 32 – GRIEVANCE PROCEDURE</i>	67
<i>ARTICLE 33 – LAYOFF AND RECALL</i>	69
<i>ARTICLE 34 – NO STRIKE AND NO LOCKOUT</i>	72
<i>ARTICLE 35 – SAVINGS CLAUSE</i>	73
<i>ARTICLE 36 – TRAINING</i>	74
<i>ARTICLE 37 – DRUG AND ALCOHOL TESTING</i>	75
<i>ARTICLE 38 – EFFECTIVE DATE AND DURATION</i>	79

SCHEDULE A 80

ARTICLE 1 – RECOGNITION

1.1 The County recognizes the Association as the exclusive collective bargaining agent for all full-time employees in the following classifications:

- Enforcement Sergeant
- Jail Sergeant

Temporary, seasonal, and confidential employees shall be excluded from the bargaining unit and not covered by this Agreement when deemed excluded by agreement of the parties or by a legal and final determination of the Oregon Employment Relations Board. There shall be no variable hour or part-time employees serving in any Sergeant classification.

Bargaining unit employees shall have priority for the scheduling of bargaining unit assignments, hours and overtime. Non-bargaining unit employees shall not be scheduled to work any bargaining unit work and/or assignments when there is a bargaining unit employee who is willing, ready and able to perform the work. If no bargaining unit employee is ready, willing and able to perform the work and a non-bargaining unit employee is scheduled, once scheduled, there shall be no opportunity to “bump” a non-bargaining unit employee from any of the assignment or work opportunity that the non-bargaining unit employee is filling. Regardless of whether a non-bargaining unit employee is performing or filling bargaining unit work or assignment – the bargaining unit work and/or assignment will remain the purview and work/assignment of the Association.

1.2 The class titles used above are for descriptive purposes only. Copies of the current class titles set forth in Section 1.1 shall be made available to the Association electronically.

Their use is neither an indication nor a guarantee that these classes or titles will continue to be utilized by the County.

1.3 The County shall promptly notify the Association of its decision to change any of the classifications listed in Section 1.1 above. Such changes must be bargained before implementation. If there is a successor classification or new classification doing any of the current work or duties or functions of classifications and/or employees represented by the Association then the successor/new classification shall automatically be recognized as a part of the Association and covered by this Agreement.

Any changes to the promotional policy will be bargained per the PECBA.

1.4 New classifications may be developed within the Sheriff’s Office by the County and assigned a wage scale. The County shall notify the Association President of the new classification and forward a job description and wage scale to the Association President

for review. Pursuant to ORS 243.650 et seq., the Association shall have the right to bargain about mandatory subjects and/or subjects with mandatory impacts, related to the new classification. During bargaining about the new classification, as long as the new classification has been placed within the Association, the County may proceed with the hiring process with the understanding that any subsequent agreed upon changes related to the new classification will be made retroactive to the employee's date of hire. The County further recognizes that the Association reserves the right to challenge the exclusion of a new classification through PECBA procedures.

ARTICLE 2 – DEFINITIONS

2.1 The following definitions shall be applicable to this Agreement:

- A. “Employee” means any person employed by the County who fills a position in one of the classifications listed in the Recognition Article.
- B. “Probationary Employee” means an employee who has not completed the probationary period of their first twelve (12) months following effective date of promotion to Sergeant.

The parties agree that an employee’s probationary period, whether it be an initial probationary period as provided in this Section or an additional probationary period as provided in Sections 2.1(C) and 2.1(D), shall be automatically extended in the event the employee is unable to perform all duties of their classification for a period of one (1) month or longer due to a qualifying health care reason. In that situation, the probationary period shall be extended by the length of time the employee is unable to perform such duties.

- C. “Certified Lateral Hire Employee/Lateral Employee” means a newly hired employee who holds a certification recognized by the State of Oregon DPSST and is not required to attend the DPSST basic academy.

The lateral hire probationary period will be defined as a minimum of twelve (12) months with completion of DPSST certification following appointment to County service.

Unless a lateral employee possesses it at entry, all newly hired lateral employees must obtain Oregon DPSST certification within twelve (12) months of appointment. Exceptions may only be granted at the discretion of the Washington County Sheriff.

- D. “Career Employee” means: an employee who has successfully completed the initial probationary period of twelve (12) months following the effective date of promotion to Sergeant.

ARTICLE 3 – EXISTING CONDITIONS

- 3.1 Standards of employment related to wages, hours and working conditions that constitute mandatory subjects of bargaining shall be continued at not less than the level in effect at the time of the signing of this Agreement.

ARTICLE 4 – LABOR MANAGEMENT COMMITTEE

- 4.1 The County and the Association shall establish a Labor-Management Committee to advance communications on matters of concern to either party. The purpose of the Labor-Management Committee is to foster improved communications, the sharing of information, and effective problem solving between the County and the Association. The Committee generally serves as an advisory rather than a decision-making body. The Committee shall meet periodically and shall consist of the members of the Sheriff's Office command staff selected by the Sheriff and members of the Association's Executive Board selected by the Association President. Association counsel and the County's legal counsel, as well as representatives of Human Resources, may also attend as ex-officio members of the Committee. Employees will be permitted to attend on duty. The Committee shall not become involved in individual grievances nor shall the committee meetings be construed as formal contract negotiations.
- 4.2 The Association and the County shall appoint no more than five (5) total representatives each to the Labor Management Committee (LMC). The committee shall consist of the members of the Sheriff's Office command staff selected by the Sheriff and members of the Association's Executive Board selected by the Association President. Representatives of Human Resources may also attend as ex-officio members of the Committee.

The committee will meet to establish a meeting schedule to share information and discuss issues, which may be appropriate for future LMC activity. It is agreed that this time shall be County-paid time. The parties mutually agree to utilize a consensus method involving all recommendations of the committee.

ARTICLE 5 – ELECTRONIC TECHNOLOGY

- 5.1 Electronic Technology (E-Tech) used by the County and Sheriff’s Office encompasses and includes, but is not limited to Body-Worn Camera (BWC), Global Positioning System (GPS), Automatic Vehicle Location System (AVL), Artificial Intelligence (AI) and all other electronic technology capable of tracking the movements and/or location of an employee represented by the Association (i.e., Cellular Phones, Laptops, Tablets, MDCs, etc.). E-Tech is an effective law enforcement tool that can enhance the understanding of interactions between law enforcement officers and the public. E-Tech provides additional documentation of public safety-public encounters and can be an important tool for collecting evidence and maintaining public trust.
- 5.2 E-Tech Restrictions. Supervisors shall not use E-Tech for the purpose of general performance review without giving the employee the opportunity to include incidents of their choosing. Supervisors shall not use E-Tech for the sole purpose to discover policy violations. This restriction does not limit the Sheriff’s Office’s ability to review E-Tech for verification of official complaints.

Individual employees’ E-Tech recording(s) will be made available to assist with the investigation and report documentation.

Individual employee E-Tech recording(s) will be controlled and only accessed for official use. Employees shall not be authorized to view E-Tech recordings outside of official duties.

- 5.3 Access and Use of E-Tech. When E-Tech is used by the Sheriff’s Office as part of an allegation of policy violations and/or disciplinary investigation, the Association and employees, whose voice or image was captured by E-Tech, will be notified that E-Tech is being used as part of the investigation process and the Association and employees, whose voice or image was captured by E-Tech, will be provided access to and provided copies of all of the E-Tech at least twenty-four (24) hours prior to any Internal Affairs Unit employee interview or disciplinary-type meeting that uses and/or relies upon any E-Tech as part of an allegation of policy violations and/or discipline investigation process.

Employees will have the right to view all of their own E-Tech in order to complete their official duties (example: report writing).

Audio and video recordings from E-Tech shall be provided and viewed by an involved employee, the Association and/or their legal representative during their representation of an employee. Except as allowed by state or federal law, non-department personnel shall not be allowed to review E-Tech information and/or recordings without the consent of the Sheriff or the authorized designee.

- 5.4 Use of Force and E-Tech. If the employee is giving a statement (oral, written or report) about use of force and the employee’s voice or image was captured by E-Tech, then the employee shall:

- A. Have the option of reviewing their own E-Tech information and/or recordings in the presence of the employee's attorney and/or Association representative; and
- B. On a case-by-case basis, have the right to have the WCPOA, on behalf of the employee, engage in a collaborative discussion with the Sheriff or Sheriff's designee about whether the Sheriff's Office will provide pre-interview pre-report access to and review of other E-Tech that captured the employee's image and/or voice during the incident and/or events that are the subject of the investigation;
- C. Employees involved in a use of deadly force or critical incident will have the opportunity to review their own E-Tech information and/or recording(s) and any other E-Tech that captures their image or voice at least twenty-four (24) hours before giving a statement (oral or written). This does not prevent the Sheriff's Office from requiring a public safety statement.

5.5 The usage of E-Tech systems for the below enumerated reasons are specifically prohibited because these usages of E-Tech deal with sensitive information and there is a higher risk that the usage of E-Tech for these enumerated prohibitions can cause harm. The following usages of E-Tech are specifically prohibited:

- A. Real-time and covert biometric identification.
- B. Emotion analysis, or the use of computer vision techniques to classify human facial and body movements into certain emotions or sentiment (e.g., positive, negative, neutral, happy, angry, nervous).
- C. Fully automated decisions that do not require any meaningful human oversight but substantially impact individuals.
- D. Social scoring, or the use of algorithmic systems to track and classify individuals based on their behaviors, socioeconomic status, or personal characteristics.

5.6 The County and employees shall not submit any sensitive, confidential, or regulated data, or any personally identifiable data about members of the public or any County employee, to an E-Tech system without prior consent from the Sheriff or Sheriff's designee.

ARTICLE 6 – EQUAL EMPLOYMENT OPPORTUNITY

- 6.1 The County and the Association agree that the provisions of this Agreement shall be applied equally to all employees of the bargaining unit without discrimination as to race, color, religion, sex, national origin, sexual orientation, age, mental or physical disability, which can be reasonably accommodated, or gender identity, as defined by federal and state law. Nor shall there be any discrimination against veterans, as defined by federal law. The County and the Association also agree to nondiscrimination in employment as defined by state law, which includes nondiscrimination because of marital status, family status, domestic partnership, juvenile record, union affiliation, on-the-job injury and the reporting by employees of unsafe working conditions, or other protected status or activity in accordance with applicable state or federal law. Nothing in this section, however, shall be construed to prohibit actions taken because of bona fide occupational qualifications, seniority rights, legitimate employer business necessity.
- 6.2 The Association shall share equally with the County the responsibility for applying the provisions of the Agreement.
- 6.3 Gender Reference. All references to employees in this Agreement designate all gender identities. Whenever gender is used it shall be construed to include all employees.

ARTICLE 7 – SCOPE OF AGREEMENT

- 7.1 The parties acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, the County and the Association each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both the parties at the time of the negotiation or signing of this Agreement.

ARTICLE 8 – EMPLOYEE & ASSOCIATION RIGHTS

- 8.1 Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employment relations. Employees shall also have the right to refuse to participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the County or by any employee organization because of their exercise of these rights or because of their political affiliation.
- 8.2 Membership. Paid membership or non-paid membership in the Association shall be the guaranteed individual choice of employees within the bargaining unit.
- 8.3 Collection of Dues Deduction and Association Fees.
- A. The County, when so authorized and notified by the Association, via email with a copy to the involved employee, or by an employee represented by the Association, will deduct regular Association dues from wages of the employee. Any authorization for payroll deductions of dues may be canceled by the employee upon written notice to the County and the Association prior to the 15th day of each month, to be effective on the first day of the following pay period. The County will make proper adjustments for errors as soon as practical. When necessary, in compliance with the PECBA, or when requested by the County, the Association will provide the record of dues deductions authorizations made to the Association by an employee.
- B. The County, when so notified by the Association, via email, will deduct Association assessed fees from an employee's wages via payroll deduction and remit such deduction to the Association. The Association's email notification to the County will include a copy of the employee's authorized fee deduction with a copy to the involved employee.
- 8.4 Indemnification. The Association will indemnify, defend and hold the County harmless from all suits, actions, proceedings, and claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement, costs and/or fees or any combination thereof, arising from the County's application of and/or compliance with this Article. In the event that any part of this Article should be declared invalid or that the monthly service fee should be ordered reimbursed to any nonmember, the Association and its members shall be solely responsible for such reimbursement.
- 8.5 Bulletin Board. The County agrees to furnish up to ten (10) suitable bulletin boards in reasonably convenient locations. (These ten (10) bulletin boards will be for use by the Association for all Association bargaining units.) The board is for use by employees and the Association for matters of their collective concern. This bulletin board is to be maintained by the Association, including periodic clearing of outdated materials. Posting of notices and other material by employees is restricted to Association business and

training or education announcements and shall be limited within County facilities to these Bulletin Boards. The Association may place notices in the members' mailboxes.

- 8.6 New Hires. The County will notify the President of the Association, in writing, of all newly hired employees for positions in the bargaining unit within no later than ten (10) calendar days of the first working day of the new employee. Such notification shall include the name, mailing address, salary step, phone number(s), email address, position, and rate of pay of the new employee.
- 8.7 Employee Orientations and Access to Bargaining Unit Employees.
- A. Employee Orientations. At employee orientations, the County shall provide the Association with no less than thirty (30) minutes and up to one hundred twenty (120) minutes to make a presentation to all bargaining unit employees without undue interference. No employee shall suffer a loss in compensation or benefits as a result of participating in or attending the Association presentation.
- B. When a bargaining unit employee is hired after the employee orientation or when the County does not conduct an orientation, the Association shall be permitted to meet with the newly hired bargaining unit employees for up to sixty (60) minutes during work hours without loss in compensation or benefits for the newly hired employee or for the designated representatives attending the meeting. Unless otherwise agreed, meeting with newly hired employees shall take place at the newly hired employees' regular work location, within thirty (30) calendar days from the date of hire.
- 8.8 Association Access. Association representatives shall be allowed access to the employee work areas for the purpose of processing grievances or contacting members of the Association, however, such representatives shall not enter any work location without the consent of the supervisor.
- Access shall not be unreasonably withheld. Access shall not interfere with normal operations of the Office or with established safety or security requirements, and Association representatives will endeavor, to the extent reasonably possible, to conduct Association business at times and places which do not interrupt work.
- 8.9 Association Business. Association officers selected to serve as authorized representatives shall be certified in writing to the County. Association representatives shall be granted time off without loss of regular pay for the purpose of meeting with the County within the scope of representation. The Association shall endeavor to give the County at least twenty-four (24) hours written notice in advance when an authorized representative seeks time off with or without pay to conduct Association business.
- 8.10 Attendance at Bargaining. No more than five (5) on-duty employees shall be permitted to attend negotiating sessions with the County without loss of regular pay. Notice shall be given to the County at least twenty-four (24) hours in advance of the anticipated absence.

The dates, times and places for these negotiating sessions shall be established by mutual consent of the parties. Any Association member not scheduled to be on-duty during the negotiating sessions may adjust their shift in order to attend without loss of pay.

- 8.11 Special Conferences. Special conferences for important matters may be arranged between the Association President and the County upon agreement of the parties. Such meetings shall be arranged in advance, and an agenda of matters to be discussed at the meeting shall be presented at the time the agreement to meet is made. Association members shall not lose time or pay for time spent in such conferences.
- 8.12 Manual of Rules and Procedures and Collective Bargaining Agreement. The County agrees to make the County Personnel Policies Manual, the Sheriff's Office Manual and this Agreement electronically available to all employees represented by the Association and to Association representatives. Additionally, any revisions to these manuals and/or this Agreement that involve mandatory subjects of bargaining or have impacts on mandatory subjects of bargaining will be made available and employees represented by the Association and Association representatives will receive email from the County notifying them of any revisions and will be responsible for reading all such revision emails.

ARTICLE 9 – MANAGEMENT RIGHTS

9.1 It is recognized that an area of responsibility must be reserved to the employer if the County is to effectively serve the public. Except to the extent expressly abridged by a specific provision of this Agreement, it is recognized that the responsibilities of management are exclusively functions to be exercised by the County and are not subject to negotiation or grievance. By way of illustration and not of limitation, the following are listed as such management rights and functions:

- A. The determination of the services to be rendered to the citizens served by the County.
- B. The determination of the employer's financial, budgetary, accounting and organization policies and procedures.
- C. The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the County establishing personnel rules and regulations not inconsistent with any other term of this Agreement.
- D. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the determination of the duties and qualifications of job classifications; the right to hire, promote, train, demote, transfer and retain employees; the right to discipline or discharge for just cause; the right to lay off for lack of work or funds (subject to Article 33); the right to abolish positions or reorganize the departments or divisions; the right to determine schedules or work (subject to Article 10); the right to schedule employee vacations (subject to Articles 14 and 17); the right to purchase, dispose and assign equipment or supplies; and the right to contract or subcontract any work.

The County shall provide written notice of changes, modifications, alterations, additions, and deletions to current County policies and new County policies. During the term of a CBA when the parties are not engaged in CBA negotiations pursuant to ORS 243.698 et seq., WCPOA shall have fourteen (14) days to initiate a timely written demand to bargain pursuant to PECBA. During CBA negotiations, the County shall be obligated to bring proposed changes to policies or proposed new policies to the bargaining table in accordance with PECBA.

ARTICLE 10 – HOURS OF WORK

- 10.1 The workweek shall be from 0001 (12:01 a.m.) Saturday through 0000 (midnight) Friday night. The regular hours of each workday shall be consecutive. The workday shall consist of a twenty-four (24)-hour period. The first workday shall commence at the start of an employee's regularly scheduled workweek.

Employees who work the extra hour for daylight savings time (DST) shall be compensated for the extra hour they work for the time change. Employees who work an hour less than their regular work shift will either need to use an hour of vacation, holiday or comp time; or work an extra hour to compensate for the time change.

- 10.2 An employee's normal work schedule shall, consist of eight (8) consecutive hours per consecutive twenty-four (24)-hour period (a schedule of five (5) consecutive workdays followed by two (2) consecutive days off; (5-8 schedule)) or ten (10) consecutive hours per twenty-four (24)-hour period (a schedule of four (4) consecutive workdays followed by three (3) consecutive days off; (4-10 schedule)). In addition, a "flexible" work schedule may be utilized which shall be equal to forty (40) hours worked during the work week, but shall have no maximum or minimum number of work hours per day or work days per week. Such flexible work schedule shall not be in effect unless agreed upon in advance by the individual affected employee and the County and the WCPOA. Upon mutual consent of the Sheriff and the employee, employees may work an alternative nine/eighty (9/80) work schedule in a consecutive fourteen (14) day work period, which must coincide with the County payroll period.
- 10.3 Except in the case of an emergency or other circumstances beyond the control of the Sheriff's Office, not less than two (2) weeks' notice will be given to the impacted employee and the Association prior to a change in an impacted employee's work schedule. The requirement of two (2) weeks' notice may be waived in writing by the impacted employee. If an employee's schedule is changed under this provision, the supervisor will notify the employee via County email upon the change in schedule.
- 10.4 All employees' work schedules outside of the jail division shall provide for two (2) fifteen (15) minute rest periods in the middle of each half of the shift when practicable, and one-half (1/2) hour meal period in the middle of each shift when practical.
- 10.5 Employees' work schedules in the jail division shall provide for one fifteen (15) minute rest period and one forty-five (45) minute meal period in the middle of each shift when practical.

For all employees, if an employee attends training where the County does not have control of the schedule, the lunch period(s) at such training will be unpaid. Trainees who attend the new employee in service academy will have one-half (1/2) hour unpaid lunch.

- 10.6 Seniority Shift Bidding: Subject to the considerations and provisions of Article 14 and this Section, shift selection shall be based upon Classification Seniority. Sergeant's bid

shall be completed no less than seven (7) days prior to the ECU shift bid. The work schedules shall be posted and remain unchanged seven (7) days in advance of the new work schedule bid.

This Section 10.6 is not intended to prohibit employees from trading shifts or days off with the Sheriff's approval for good and just reason, such as class schedule related to employment, on other than the previously stated selection dates. There will be no bumping prior to the stated selection dates in the event an employee returns to a shift from a Special Assignment.

An employee returning from a special team assignment to a seniority shift bid assignment due to completion of the assignment, and such reassignment occurs in the middle of a seniority shift bid period or after the seniority shift bid has been completed, will be placed on a shift that is closest to the hours of work and days off of the specialty assignment.

An employee returning from a special team assignment to a seniority shift bid assignment voluntarily or involuntarily due to discipline or documented performance issues will be placed on any available shift.

An employee placed on critical incident leave shall continue their regular hours of work and days off subject to being called in for investigative or other purposes necessary to return the employee to regular duty.

- 10.7 Lateral-hire Sergeants (Lateral Academy) enrolled in a DPSST Training Academy are responsible for reporting work hours to their WCSO Supervisor (typically, the FTEP Lieutenant) on a weekly basis. Generally, the DPSST Academy is arranged around a Monday through Friday, eight (8) hours per workday work schedule. However, actual daily schedules (start of day, break periods, and end of day), will vary depending on the material being covered, and the eight (8) hours of the workday, at the DPSST Academy, may be non-consecutive due to long break periods between classes and other required activities. Mandatory activities such as instruction time, flag raising, and physical fitness classes shall be considered work time. Sergeants will be paid overtime (time-and-a-half (1.5)) for all required work time exceeding forty (40) hours per week. Sergeants will not be compensated for personal study time, or any other voluntary activities, while at the DPSST Academy. Sergeants must document their work hours on a timesheet and submit overtime slips (if any) to the WCSO Lieutenant on a weekly basis.

The DPSST Training Academy is the primary duty station for Sergeants enrolled there. Because Sergeants are provided the opportunity to stay (live) at the academy during their enrollment, voluntary travel time to and from the Academy grounds is generally not compensated, unless prior arrangements have been approved by a WCSO Lieutenant.

- 10.8 All hours paid by the County to an employee, in any form, (i.e. ILH, Ad Leave, Vacation, Comp Time, etc.) count as hours of work for purposes of Qualified Payroll Periods, health and welfare benefits.

ARTICLE 11 – OVERTIME

- 11.1 Time and one-half (1.5) the employee's regular hourly rate of pay shall be paid for authorized work under any of the following conditions, but compensation shall not be paid twice (2x) for the same hours:
- A. Work performed in excess of eight (8) hours (5-8 workweek), ten (10) hours (4-10 workweek), or nine (9) hours (9/80 schedule) per day, except when the work is performed as part of a flexible schedule as provided in Article 10, Section 10.2. However, work performed in excess of ten (10) hours per day shall still be compensated with overtime pay under Article 10, Section 10.2;
 - B. Work performed in excess of forty (40) hours in any workweek, except employees on a 9/80 schedule, who shall receive overtime pay under this section for work performed in excess of eighty (80) hours in any pay period. A pay period is defined as two (2) workweeks (fourteen (14) consecutive calendar days);
 - C. Subject to the provisions of Article 12, work performed in the performance of their duties in court, other than during regular shift;
 - D. Subject to paragraph B above, work performed on a regularly scheduled day off, except when the day is worked in conjunction with a shift change, or with a shift adjustment to enable the employee to receive training, in which event overtime pay for work on a regularly scheduled day off shall not apply.
 - E. The County shall not split work shift to avoid overtime.
- 11.2 Overtime worked in conjunction with a regular shift shall be computed in fifteen (15)-minute increments; for example, work performed over seven (7) minutes in excess of the workday shall be compensated as one-quarter (1/4) hour of overtime, over twenty-two (22) minutes shall be compensated as one-half (1/2) hour of overtime, over thirty-seven (37) minutes shall be compensated as three-quarters (3/4) hour of overtime, etc.
- 11.3 Sergeants are required to report all off-duty time worked. For purposes of compensating authorized off-duty communications to a Sergeant requiring an immediate response outside of the Sergeant's regularly scheduled workday, such communication will be compensated for one (1) hour at the straight time rate. A subsequent communication to an off-duty Sergeant within an hour of the first call will not be compensated. A subsequent call more than an hour after the first call that requires an immediate response outside of the employee's regularly scheduled workday will be compensated as a separate one (1) hour increment.
- 11.4 The commanding officer in charge of a division or a shift, or their supervisory designee, is the only person authorized to require overtime by subordinates. An employee shall be given at least two (2) hours' notice of mandatory overtime that the employee is ordered to work, unless it is an unforeseen circumstance that could not have been identified earlier.

Mandating a Sergeant for overtime requires the authorization of a Lieutenant or above.

- 11.5 Employees shall have the option to take overtime as compensatory time off or in cash payment, subject to a maximum accumulation of eighty (80) hours in their compensatory time bank at any time during the calendar year. This comp bank is called Comp80 and is refillable up to eighty (80) hours maximum any time during the calendar year. Compensatory time shall be scheduled and taken off in accordance with the Fair Labor Standards Act (FLSA). The County reserves the right to cash out an employee's comp leave bank in excess of fifty (50) hours in the event the employee is promoted or becomes eligible for an incentive pay increase of at least four percent (4%). All comp leave banks as of December 31 of each year will be cashed out in the first full pay period of the following calendar year.
- 11.6 Safety Release. Employees actually working sixteen (16) or more hours in a twenty-four (24) hour work day¹ shall be provided at least nine (9) hours of County-paid safety release time before beginning their next regularly scheduled shift.
- A. Notification Requirement. The employee shall advise an on-call shift Lieutenant as soon as possible after the employee reaches twelve (12) hours of work and reasonably believes their shift could reach sixteen (16) hours and no later than one (1) hour before reaching the sixteen (16) hour threshold, unless to do so is not feasible.
- B. Safety Release Activated. Once an employee has worked sixteen (16) or more hours in a continuous twenty-four (24) hour period:
1. The employee shall be released by a supervisor or OIC as soon as feasible.
 2. The employee shall not be required to report to their next regularly scheduled shift if that shift will commence nine (9) or fewer hours from the time they leave work. Additionally, the employee shall be given County-paid safety release leave for all unworked portions of that shift. An employee on safety release who is mandated to attend court or grand jury during their safety release shall be compensated at their regular overtime rate for the time of their attendance during their safety release time.
 3. When determining whether the Safety Release threshold has been reached, gaps between work periods of five (5) or fewer hours (i.e., shift and court, shift and callout) shall be included in the sixteen (16) hour threshold calculation.
- C. Voluntary Overtime. If an employee triggers the safety release clause as a result of working two (2) or more voluntary overtime hours in a continuous twenty-four (24) -hour period, the employee will be required to use their own leave accruals

¹ Not including hours paid but not worked, such as mandatory call-back pay.

for the time away from their next regularly scheduled shift (instead of receiving County-paid safety release leave).

- 11.7 Overtime Opportunities for Sergeants. Overtime opportunities for bargaining unit positions will be offered in the following order: (1) to Association-represented Sergeants working in the division the overtime is posted in; (2) to qualified Association-represented employees out of the division.

Once scheduled, there shall be no opportunity to “bump” a non-bargaining unit employee from any of these assignments or work opportunities.

Sufficient time must be allowed for bargaining unit employees to sign up for bargaining unit assignments, hours and overtime before offering it to a non-bargaining unit employee. Sufficient time shall be defined as half (1/2) of the available time for overtime sign up.

ARTICLE 12 – CALL BACK AND COURT TIME

- 12.1 Call-Back. Any employee who is approved and required to report to work from off-duty status on a regularly scheduled day off shall receive four (4) hours minimum and if it is outside their regular shift on a regularly scheduled workday, they shall be compensated for a minimum of three (3) hours of work at the rate of time-and-a-half (1.5). When applicable, regular shift compensation shall not be paid in addition to compensation paid in accordance with this Article for the same hours of work.
- A. Any employee who has previously been approved for discretionary leave, or protected leave, and is then subsequently required to report to work shall be compensated at time-and-a-half (1.5) for a minimum of four (4) hours and for every hour worked in excess of four (4) hours. The employee shall not be eligible to receive any other form of compensation for those hours worked and shall not have any time worked deducted from their discretionary leave accruals.
 - B. Employees are prohibited from requesting discretionary leave for the purpose of making themselves available to perform overtime work in another division or workgroup during the period of authorized leave.
 - C. Employees who perform work less than three (3) hours prior to the start of their regular shift shall not be eligible to receive a three (3)-hour call back minimum. Actual hours worked in these circumstances up until the commencement of the regular shift shall be compensated at time-and-a-half (1.5).
 - D. Any employee who is out on unscheduled unprotected sick leave but is subsequently required to report to work as a result of complying with a lawfully issued subpoena, shall be paid straight time for all hours that fall within what would have been the employee's regular shift. To the extent that the subpoena requires the employee to work during hours that are outside of what would have been their regularly scheduled shift, the employee shall be paid time-and-a-half (1.5) or call back pay as applicable based upon the regularly scheduled shift.
 - E. Employees shall be prohibited from requesting discretionary leave for time where they have received advance notice of an event requiring their mandatory attendance including but not limited to attendance required as a result of a lawfully issued subpoena. This does not prevent employees from taking discretionary leave after the mandatory event has concluded or prior to it beginning.
 - F. If an employee takes sick leave or FMLA/OFLA leave or other state or federal protected leave for a regular shift, and then voluntarily works an overtime shift within twenty-four (24) hours of the start of the regular shift that was missed, the employee's time will be flexed, meaning that the employee will be paid straight time for the time worked and the County will credit back the employee's leave time. This Section 12.1 will not apply if an employee accepts call-back duty but is

subsequently not available to report as assigned. However, if an employee accepts call-back duty, and such duty is subsequently cancelled by the County, the employee will receive the minimum four (4) hours of call-back pay as outlined in this Section 12.1. If a voluntary assignment was less than four (4) hours, and is subsequently cancelled by the County, the employee will receive the number of hours for which they signed up.

12.2 Court Appearance.

- A. For the purpose of this Article, court appearance by an employee shall mean a court appearance or quasi-judicial or administrative agency hearing or appearance on behalf of the County which is required because of the employee's official capacity with Washington County.
- B. Any employee required to report for a court appearance more than three (3) hours before the beginning or more than three (3) hours after the end of their regular shift shall be compensated for a minimum of three (3) hours of work at the rate of time-and-a-half (1.5). For the purpose of this Article, reporting time is deemed to be one-half (1/2) hour before a scheduled court appearance.
- C. Any employee required to report for a court appearance three (3) hours or less before the beginning or three (3) hours or less after the end of their regular shift, shall be compensated at the rate of time-and-a-half (1.5) for the time elapsed between (1) the reporting time and the beginning of the regular shift, or (2) the end of the regular shift and the time the employee is released from the court appearance, whichever is applicable.
- D. Any employee required to report for a court appearance on the employee's scheduled day off shall be compensated for a minimum of four (4) hours of work at the rate of time-and-a-half (1.5). For the purpose of this Article, reporting time is deemed to be one-half (1/2) hour before a scheduled court appearance.
- E. If an employee complies with all pertinent Sheriff's Office regulations prior to the date of a court appearance, and is notified on the day prior to the court appearance that the court appearance is still scheduled and the next day is a weekend day off, then the employee shall be entitled to receive a minimum of two (2) hours of overtime (1.5) even if the court appearance is thereafter canceled.

12.3 Employees who are on off-duty status shall not be required to do work upon the completion of a specific call back or court appearance.

12.4 Public Information Officer On-Call Pay. When an employee is required to be available for call back for PIO work during assigned designated off-duty hours, the employee will be considered on-call. Employees scheduled to be on-call shall be paid one (1) hour at the employee's regular hourly rate for every eight (8) hours on-call. (This does not waive the

employee's rights under Sections 11.3 and 12.1.)

ARTICLE 13 – WORKING IN HIGHER CLASSIFICATION

- 13.1 When an employee is assigned to fulfill the duties and responsibilities of a position in a classification higher than their own for a continuous period of more than four (4) workdays, they shall be paid at the next higher rate of pay according to promotional policy for all time worked while assigned in the higher classification.
- 13.2 However, for training purposes, the Sheriff may assign an employee to a higher classification for a maximum of six (6) months with the consent of the employee.

ARTICLE 14 – SENIORITY

- 14.1 Definitions of Seniority.
- A. “Office Seniority” means the length of service by the employee in all bargaining unit classifications occupied within the Sheriff’s Office cumulatively.
 - B. “Division Seniority” means the cumulative length of service by the employee in all bargaining unit classifications occupied within the employee’s Division.
 - C. “Classification Seniority” means the length of service by the employee in the Sheriff’s Office within the employee’s service classification. It shall be the responsibility of the Association to track employees’ Classification Seniority.
- 14.2 For purposes of Classification Seniority, a probationary employee shall be treated as the same classification.
- 14.3 Subject to the reasonable operating needs of the Office, including its needs to utilize the special skills and expertise of employees to meet staffing requirements, Classification Seniority shall be the factor in the selection of shifts, days off, holidays and compensatory time off.
- 14.4 Those full-time employees performing Sheriff’s Office classification work as listed in Article 1 (Recognition) and being funded from revenue other than County funds (e.g., federal or state funded jobs) shall accrue seniority regardless of the source of revenue they receive as a salary.
- 14.5 In the case two (2) or more employees have the same seniority date, order of seniority will be determined by a method determined by the Association, for all purposes under this Agreement. The Association will provide written notice of the result to the Sheriff. An employee whose seniority date is adjusted by reason of demotion, suspension or leave of absence will retain priority over any employee or employees having the same seniority date.
- 14.6 The County shall provide the Association with a membership list upon request, in a usable electronic format, but no more than once per month. The County shall provide the Association with written notice of new bargaining unit employees hired and of bargaining unit employees whose service has ended.
- 14.7 Lateral Hires. The County will follow the Oregon Equal Pay Law, which recognizes experience and education, when establishing the pay rate and leave accruals for lateral hires.

The Sheriff’s Office will provide the Association access to an electronic file on the Sheriff’s Office electronic storage system where the Association and all employees represented by the Association can see and access this Seniority file. The Association

shall be responsible for maintaining and updating the Seniority file.

ARTICLE 15 – UNIFORMS

- 15.1 If an employee is required to wear a uniform, such uniform shall be furnished to the employee by the County. The cost of the uniform including initial tailoring to make the uniform serviceable shall be paid by the County.
- 15.2 When an employee is assigned to plain clothes duty full-time, the employee shall receive a clothing allowance of the same amount as is established in Article 15 of the WCPOA ECU CBA per month payable after their first complete month on duty.
- 15.3 The County shall reimburse employees for personal property reasonably and necessarily worn or carried when such property is stolen, damaged, or destroyed as a direct result of the employee's performance of his official duties. Reimbursement shall not be granted if the negligence or wrongful conduct of the employee was a substantial contributing factor to the theft, damage, or destruction. The employee must notify the District Attorney's office in writing seeking restitution for such property to qualify for this article.
- 15.4 The County will provide employees assigned to uniformed positions who are required by the County to wear Department authorized footwear with a footwear allowance of the same amount as is established in Article 15 of the WCPOA ECU CBA every year which shall be paid in the first paycheck falling on a Friday in December each year.

ARTICLE 16 – TIME OFF IN LIEU OF HOLIDAYS

- 16.1 Through June 30, 2025, employees shall accrue 4.0001 hours per regular payroll period of Time Off In Lieu of Holidays (ILH). Effective the first regular pay period after July 1, 2025, employees shall accrue 4.31 hours per payroll period of Time Off In Lieu of Holidays (ILH).
- 16.2 ILH shall be taken off in the same manner as vacation as described in Article 17, Vacation Leave.
- 16.3 On the first full regular July pay period, any accumulated ILH in excess of forty (40) hours shall be paid off in cash. The remaining forty (40) hours may be carried over to the next fiscal year.
- 16.4 Any additional holidays which increase the accrual rates provided to any other represented employee employed by the County or non-represented employee employed by the County shall automatically be provided to employees represented by the Association.

ARTICLE 17 – VACATION LEAVE

17.1 Upon hire, all full-time employees shall accrue vacation on the following basis:

No. of Qualified Payroll Periods	Hours of Vacation Leave Per Qualified Payroll Period
1 to 130	3.6924
131 to 260	4.6154
261 to 390	5.5385
391 to 520	6.4616
521 to 650	7.3847
651 and over	8.0000

17.2 **Maximum Accrual.** The maximum accrual of vacation leave for any employee shall be three hundred eighty (380) hours. When an employee’s accrual exceeds three hundred eighty (380) hours, the employee must use the excess time (over three hundred eighty (380) hours) within ninety (90) days, at the mutual convenience of the County and the employee. When an employee leaves the employer’s service, the employee may be paid for not more than three hundred eighty (380) hours.

17.3 **Vacation Selection.** Where consistent with the reasonable operating needs of the Sheriff’s Office, such as minimum levels of staffing, the desires of employees will be accomplished as set forth herein.

There will be two (2) vacation signups during each year, to be conducted no sooner than seven (7) days after the completion of shift and days off selection, as follows:

A. At least seven (7) days after shift bids (as set forth in this Agreement), employees will be given two (2) opportunities, in order of seniority, to select a continuous block of vacation time, not to exceed the employees annual vacation accrual, for the six (6) month period beginning for March and September rotations. An Office vacation schedule will be determined, based on employee preference on the Division Seniority basis, and will be posted at the conclusion of the vacation bid. Employees may also state preferences for other blocks of vacation time within each six (6) month period, which will be granted by seniority or on a first-come, first-served basis as set forth in Sheriff’s Office policy 405-R05.

B. Vacations which are bid and/or scheduled may be altered by mutual written agreement between the employee and supervisor, except that a previously scheduled vacation may be altered by the Sheriff’s Office if the employee has voluntarily changed to a different shift between the time the vacation was scheduled and the time it would otherwise be taken. Vacations not scheduled in this manner will be scheduled on a first come basis by mutual written agreement between the employee and supervisor. With the approval of the employee’s

supervisor(s), employees may trade vacation schedules. Any such trade must be documented in writing by all involved parties.

- C. Non-represented employees may not be used as a basis to deny or alter the vacation selection process.
- 17.4 Payment of Leave. An employee who is terminated or laid off shall be compensated for their accrued and unused vacation leave, in lieu of holiday leave (ILH), and compensatory time accruals. In the event of death, payment of vacation leave, in lieu of holiday leave (ILH), and compensatory time accruals, shall be made to the surviving spouse, and if there is none, then to the employee's estate.
- 17.5 Donated Vacation or Holiday Hours. Employees may donate accrued but unused vacation or holiday hours to another employee under the following conditions: (1) The donation is truly voluntary; (2) the donating employee receives no payment for the donated time; and (3) the employee to whom the time is being donated has less than one hundred (100) hours accrued vacation, holiday and sick leave; and (4) the employee receiving the donation must provide a health care provider certification (including estimate of time away from work) attesting to a serious health condition that would preclude them from performing the duties of their job or attesting that the employee is needed to care for a member of the employee's immediate family with a serious health condition or to care for the employee's immediate family member as otherwise allowed by state or federal law.
- 17.6 Time off requests (Vacation/ILH) submitted in excess of sixty-seven (67) days prior to the time requested shall be granted or denied no less than sixty (60) days prior to the time requested. Time off requests (Vacation/ILH) submitted between sixty-seven (67) and fourteen (14) days prior to the time requested shall be granted or denied within seven (7) days of receipt of the employee's time off request. Time off requests (Vacation/ILH) submitted less than fourteen (14) days prior to the time requested shall be granted or denied within two (2) days of receipt of the employee's time off request.
- 17.7 Future Improvements. If the County improves Vacation Leave accruals, and/or increases the cap on Vacation accruals, for non-represented hourly employees, bargaining unit employees will receive the same improvements.
- 17.8 Certified Lateral Employee Vacation. A newly hired Certified Lateral Employee shall accrue vacation using an accrual matrix set forth based upon total years of previous relevant work experience as a full-time public safety employee at another law enforcement agency (or agencies) plus time served at the Sheriff's Office will count toward years of service.

A newly hired Certified Lateral Employee shall be provided with forty (40) hours vacation leave upon verification of DPSST certification.

ARTICLE 18 – SICK LEAVE

- 18.1 Employees shall accumulate sick leave at the rate of 0.0462 hours for each hour worked. Sick leave accumulated prior to the date of execution of this Agreement shall be credited to each employee's accumulated sick leave. The maximum accrual of sick leave for any employee shall be ninety-six (96) hours per calendar year. Any unused sick leave may be carried over and used in the following calendar year. Sick leave may be accumulated without limit. Except for conversion of sick leave benefits pursuant to the Public Employees Retirement (PERS) Act, sick leave shall not be paid upon termination or death.
- 18.2 Use of Sick Leave. An employee who is unable to perform their duties by reason of personal illness or injury, pregnancy, necessity for health care, exposure to contagious diseases or viruses, or for any reason covered by applicable laws and statutes governing the use of sick leave may utilize their accrued sick leave.
- A. In the event that an employee requires the use of sick leave for more than three (3) consecutive scheduled workdays, they may be required to provide verification from a health care provider (HCP), or other satisfactory evidence of the need to use sick leave.
 - B. Sick leave not to exceed five (5) consecutive workdays per incident shall be authorized because of illness in the employee's immediate family, if the employee's attendance is necessary to help care for an immediate family member. Use of qualifying sick leave will be considered protected leave up to the amount allowed under the Family Medical Leave Act, the Oregon Family Leave Act, Paid Leave Oregon, and other applicable laws and statutes governing the use of sick leave.
 - C. In the case of an employee's personal illness, exposure, or injury, notification should be given of the employee's intent to use accrued sick leave as soon as is practicable. For a temporary absence covered by sick leave which is predictable, i.e., surgery or pregnancy, the employee shall give the County sufficient notice to plan for staffing during the employee's absence and shall provide the County with a written statement from the attending HCP stating the date the leave is to begin. The employee shall notify the County as soon as the attending HCP releases the employee to return to work.
 - D. As used in this Article, "immediate family" means the employee's spouse or spousal equivalent and their parents, stepparents, adoptive parents, foster parents, biological or adopted children, stepchildren, foster children, sisters, brothers, grandparents, grandchildren, whether or not residing with the employee, and father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and other close relatives who reside in the employee's household unless otherwise provided by law.

E. Employees who are taking qualified “parental leave” under the FMLA may elect to use up to the equivalent of twelve (12) weeks of accrued sick leave prior to using other accrued paid leaves. Once twelve (12) weeks of accrued sick leave has been used, the employee will be required to use all other accrued paid leave (includes vacation, holiday (ILH) and comp time) for the duration of their qualified “parental leave” prior to beginning unpaid leave. The use of other accrued paid leave shall be as designated by the employee. Upon exhaustion of all other accrued paid leave, an employee may elect to use any remaining accrued sick leave or may begin unpaid leave for the duration of their qualified “parental leave.” The County will use a rolling forward calendar year when calculating available FMLA leave for the employee.

18.3 Abuse of Sick Leave. Where there is probable cause to believe that an abuse of sick leave has occurred, either by patterns or extent of utilization, or otherwise, the employee suspected of abusing sick leave may be required to furnish a HCP’s certificate for each use of sick leave for a period not to exceed one (1) year. Prior to being required to furnish HCP’s certificates for each use of sick leave the Sheriff’s Office must conduct a full fair and complete investigation, pursuant to Article 31 and sustain an abuse of sick leave violation. In addition to the requirement to furnish HCP certificates for each use of sick leave, proven abuse of sick leave may be cause for disciplinary action including discharge. Due to HIPAA and privacy issues, all abuse of sick leave investigative materials will be provided by the County directly to the Association’s designated legal counsel rather than an Association-employee representative.

18.4 Sick Leave Without Pay. Upon application of an employee sick leave without pay shall be granted by the County for the remaining period of disability after earned sick leave has been exhausted. Due to HIPAA and privacy issues, a copy of the employee’s application and/or the County’s denial/approval of the employee’s application will be provided by the County directly to the Association’s designated legal counsel rather than an Association-employee representative. The maximum amount of sick leave without pay allowable shall be determined on the following basis:

Years of Service	Maximum Sick Leave Without Pay
Less than 5	Sixty (60) days
5-10	Ninety (90) days
Over 10	One hundred and twenty (120) days (with approval of County Administrator)

Satisfactory evidence may be required by the County the same as in Section 18.2A above.

18.5 Future Improvements. If the County improves Sick Leave accruals for non-represented hourly employees, or employees in a bargaining unit that are not represented by WCPOA, WCPOA bargaining unit employees will receive the same improvements.

18.6 Paid Leave Oregon. The State of Oregon requires that Washington County and its employees comply and contribute to Paid Leave Oregon to fund the state's paid family, medical and safe leave benefits. Employees shall be responsible for the employee contribution as determined by state law.

ARTICLE 19 – OTHER LEAVES

19.1 Leave of Absence Without Pay.

- A. Leaves of absence without pay for a limited period not to exceed ninety (90) days may be granted by the Sheriff or designee for any reasonable purpose consistent with the needs of the Sheriff's Office. Reasonable purpose may include time off for temporary disability after the employee's health care provider (HCP) has released the employee to return to work.
- B. Request for such leave must be in writing and must provide reasonable justification for such request. Such leaves may be renewed or extended for any reasonable period of time, however, leaves of absence without pay in excess of ninety (90) days require a recommendation from the Sheriff or designee to the County Administrator or designee and require approval by the County Administrator or designee. No leave will be granted to any employee who accepts employment in any other capacity, except for military employment as provided by federal and/or state law.
- C. A regular employee shall not be authorized a leave of absence without pay until all accumulated qualifying leave accruals have been applied toward payment for the absence.

19.2 Jury Duty and Witness Appearances.

- A. Employees shall be granted Leave with Pay when required to report for jury duty or as a witness in cases in which the employee has no interest. The employee shall waive all witness fees or pay for jury duty, except mileage expense, unless the employee receives said compensation while on an authorized leave of absence without pay. County part-time employees will be granted jury or witness leave only if the jury or witness duty coincides with the employee's regularly scheduled hours.
- B. An employee required to report for jury duty or as a witness may be excused, with approval from the employee's supervisor, from appearing for the employee's normal shift on that workday if the jury duty or witness responsibility exceeds four (4) hours.
- C. If jury duty or witness responsibilities continue for four (4) hours or less, employees on the day shift shall report for the remainder of their workday. Employees on other than day shift shall have the number of hours spent on jury or witness duty deducted from their normal shift on that workday and shall report for the first remaining hours of their work shift.

19.3 Leave for Educational Purposes.

- A. After completing one (1) year of service, the employee, upon request, may be granted a leave of absence, without pay, for educational purposes related to their employment, at an accredited school. The period of such leave of absence shall not exceed one (1) year, but it may be renewed or extended at the request of the employee, when necessary, upon approval by the County.
 - B. Employees may also be granted leaves of absence with or without pay for educational purposes for reasonable lengths of time to attend conferences, seminars and other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, provided it does not interfere with the operation of the County.
- 19.4 Military, Alternative Service, and Peace Corps Leaves. Military, alternative service, and Peace Corps leaves shall be granted in accordance with state and federal law.
- 19.5 Travel and Training Expense.
- A. Food, lodging and travel expenses, or any of them, shall be paid by the County according to an approved per diem schedule and receipt of proper detailed County expense form, to an employee required to attend a conference or business meeting when the conference or business meeting is held at locations other than the employee's regular home or job location.
 - B. The County shall pay tuition and instructional material costs of any employee required by the County to attend a regular course of instruction. An employee who voluntarily attends a course of instruction which is directly related to the business of the County may receive tuition from the County if the employee has successfully completed the course of instruction, and prior to the employee attending the course of instruction, if the County agrees in writing to pay tuition and costs.
- 19.6 Workers' Compensation Supplement.
- A. All employees are insured under the provisions of the Oregon State Workers' Compensation Act for injuries received during the scope and course of employment for the County. The day of the injury shall be considered a workday, and employees will receive their normal salary for that day to include time being treated. If that treatment extends into time that exceeds the end of their scheduled shift, then overtime will be paid until the employee either returns to their assigned precinct to clock out/return equipment or the equipment is given to a fellow officer/supervisor and the employee is discharged from treatment. If the injury and subsequent treatment is completed prior to the end of their regularly scheduled shift, the employee will be paid ten (10) hours of straight time. If the employee is admitted to the hospital, workers' compensation rules apply. In order to receive workers' compensation leave, the employee must have completed the workers' compensation forms. A supervisor, or employee's designee, may

complete the necessary forms and reports in the event an employee is incapacitated or unable to do so.

- B. An employee who sustains any injury or illness compensable under the workers' compensation law, and is eligible for workers' compensation time loss payments (replacement wages), shall receive from the County regular straight time wages (including incentive or specialty pay (except motorcycle officer), and certification pay) for a period not to exceed one hundred and eighty (180) calendar days from the date upon which time loss payments commence. These wages will commence after the required three (3) day waiting period has been met and are calculated based upon the employee's regular working schedule exclusive of overtime. These County- provided wages are provided in lieu of time loss payments generally issued by the County's Workers' Compensation Third Party Administrator. If, after the one- hundred and eighty (180) calendar days period the employee is still eligible for time loss payments under workers' compensation law, the employee will begin receiving those time loss payments directly from the County's Third Party Administrator (TPA). In accordance with ORS 656, the employee receives compensation equal to sixty-six and two-thirds (66-2/3) percent of wages, which is not taxable income. The employee may then use accrued leave to cover the difference between workers' compensation payments and the employee's pay under the workers' compensation leave provision. Sick Leave without Pay shall be granted after all accumulated sick leave has been exhausted.
- C. The employee may utilize the workers' compensation leave provision only while receiving workers' compensation payments. Employees shall not complete qualified payroll periods after the one hundred and eighty (180) calendar days' workers' compensation leave.
- D. The employee shall be responsible for notifying their supervisor and County Risk Management as soon as the employee is permitted to return to work on a limited or full-time basis. Failure to notify the County shall be cause for disciplinary action. Employees who are authorized by their HCP to perform light duty and who elect not to accept a light duty assignment shall not continue to receive the workers' compensation supplemental pay from the County. In addition, in conformance with applicable workers' compensation laws, non-acceptance of a light duty assignment by the employee after authorization and release by the employee's HCP may reduce or discontinue time loss benefits payable to and/or received by the employee.
- E. Employees shall not be required to use leave for HCP appointments related to a workplace injury. Time spent traveling to and from and attendance at any medical appointments related to a workplace injury shall be paid by the County, if such travel occurs during an employee's regularly scheduled workday. Employees released to light or limited duty from a work-related injury will not be required to change shifts. However, if an employee declines a light or limited duty

assignment, whether on the same or different shift, it may impact their payment under this Section 19.6, and/or payment under ORS 656.

19.7 Bereavement Leave.

- A. An employee shall be allowed five (5) workdays off with pay for death and/or bereavement leave related to death in the employee's immediate family or for a miscarriage. For purposes of this paragraph, immediate family means the employee's spouse or spousal equivalent and their parents, step-parents, step-children, children, sister, brother, grandparents, and grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law whether or not residing with the employee, and other close relatives who reside in the employee's household.
- B. An employee qualified for leave under the Oregon Family Leave Act (OFLA) will be allowed up to two (2) weeks of unpaid bereavement leave for the death of a family member qualified under OFLA, up to a maximum of four (4) weeks in a leave year. The two (2) weeks of bereavement leave granted is inclusive of any bereavement leave taken under this section and all bereavement leave must be completed within sixty (60) days from the date the employee was notified of the death of the family member. OFLA bereavement leave is to be taken in one (1) continuous block of time. An employee may choose to use any accrued leave during their OFLA bereavement leave.
- C. Under exceptional circumstances, leave for death may be granted by the Sheriff upon death of a relative other than the employee's immediate family. The County agrees to abide by any change in the law regarding bereavement leave.

19.8 Governmental Appointments. An employee shall be granted full duty status whenever an employee is appointed to a position by the Sheriff, Washington County Commissioners, DPSST, the Attorney General, the Governor of the State of Oregon, or the President of the United States. The appointment must be related to the employee's official duties as an employee of the Washington County Sheriff's Office.

19.9 Leave to Participate in Managed Care Organization (MCO).

- A. The parties have agreed to establish guidelines for the participation of Association members with accepted workers' compensation claims that meet certain criteria in a Managed Care Organization (MCO) through the County's workers' compensation third-party claims administrator (TPA).
- B. The goal of this MCO partnership is to help ensure employees are receiving the most appropriate and timely health care available, and to ensure that employees are receiving the best health care available for their work-related injuries. A MCO is a group of health care service providers that provide managed health care services to enrolled injured employees. Health care services and medical

treatment for workers' compensation claims are provided through participating care providers (physicians and/or other health care specialists (HCPs)). To ensure continuity of care, the County, will arrange to contract MCO services with both Kaiser and Providence and will enroll the injured employee into the MCO based upon the employee's selection of private medical insurance plan.

- C. The intent of the MCO is to provide additional oversight and experience for the sole purpose of ensuring that injured employees receive the best health care and treatment possible, to maximize positive recovery outcomes and successfully return the employee to work. Further, the MCO is intended to ensure compliance with statutory requirements related to the administration of workers' compensation claims. The MCO partnership includes such things as: HCP recommendations that may better match an employee's treatment needs, recommendations of different treatment courses if current ones are not progressing toward recovery, or extending current treatment courses, all with the intent of promoting maximized health care improvement for injured employees.
- D. At no cost to any employee, Washington County will enroll currently accepted and future workers' compensation claims in the MCO partnership program based upon the standard enrollment requirements set forth below. Standardized enrollment requirements for all employees will promote fairness and objectivity for affected employees. Employees will be enrolled in the MCO if their claim meets one (1) of the following criteria:
 - 1. Primary criteria: The injured employee will be enrolled in the MCO if their HCP expects them to be fully off work for thirty (30) consecutive or thirty (30) non-consecutive calendar days or more.
 - 2. Secondary criteria: The injured employee will be enrolled in the MCO if they have not been released to full regular duty by their attending HCP within ninety (90) consecutive calendar days from the date of injury or date the injury was accepted for workers' compensation coverage, whichever was later.
 - 3. Alternate criteria: For possible exceptions to the primary/secondary criteria listed above, or for consideration of MCO enrollment on any claim that warrants their involvement, the County Risk Manager, in consultation with the injured employee or the employee's attorney and the injured employee's chosen HCP, reserves the right to make this decision based on a review of available information. Such criteria could include, but is not limited to, workers' compensation claims extending over multiple years or continued HCP treatment for an injured employee over an extended period of time that does not appear to be moving the injured employee toward recovery.
 - 4. Injured employees enrolled in Ready Rebound will NOT be subject to

MCO enrollment at any point during their claim.

- E. Washington County may in its sole discretion elect to end the MCO program at any time and for any reason.
- F. Participation by the Association-represented employees in the MCO program is not intended to abrogate any right or requirement pursuant to workers' compensation law.
- G. On a quarterly basis Washington County shall provide to the Association President a list of the names of Association-represented employees that have been enrolled in the MCO program.

ARTICLE 20 – ADMINISTRATION OF THE SALARY PLAN

20.1 The following rules shall govern the use of the salary ranges set forth in Schedule A, which is made a part thereof.

- A. Oregon Equal Pay Law. All pay, to include regular wages and incentive pays will be determined in line with the provisions of the Oregon Equal Pay Law. The Oregon Equal Pay Act of 2017 (HB 2005) was introduced to reduce pay disparities and expand protections for employees who are subject to discriminatory pay practices. All decisions regarding employee pay must be made in compliance with ORS 652.220, which prohibits discrimination in the payment of wages for work. Compensation for work of comparable character and skill must be equitable and not discriminate against protected classes.

However, the County agrees and specifically recognizes that exceptions exist in accordance with ORS 652.220 – where a collective bargaining agreement, such as this CBA, provides for different compensation levels.

- B. Rates of Pay. Each employee shall be paid at one (1) of the steps of the range prescribed for the classification. Specifically, ORS 652.220 provides that differing pay rates for employees performing work of comparable character will be based upon one or more bona fide factors as follows:
1. A seniority system.
 2. A merit system.
 3. A system that measures earnings by quantity or quality of production, including piece-rate work.
 4. Workplace locations.
 5. Travel, if travel is necessary and regular for the employee.
 6. Education.
 7. Training.
 8. Experience.
 9. Any combination of the factors described in the subsection above, if the combination of factors accounts for the entire compensation differential.
- C. For all purposes, an employee’s anniversary date shall be the date the appointment, promotion or reinstatement occurs. However, changes in the wage rate shall be effective the first day of the payroll period in which the day of

appointment or promotion occurs.

- D. Merit Increases – Regular Employees. When the Sheriff determines that an employee has performed satisfactorily, the employee shall be granted an increase at the completion of twenty-six (26) payroll periods from the employee’s date of appointment as a sergeant, and additionally, an increase to the next succeeding step of the range shall be granted upon satisfactory performance as determined pursuant to the Employee Performance Evaluation System for the twenty-six (26) payroll periods since the last in range increase until the employee has reached the top of the salary range for the classification. The Performance Evaluation shall be subject to the grievance procedure only if it is the basis for withholding a step increase, merit increase, or incentive pay.
- E. Promotions. A promotion is an appointment to a position in a classification which has a higher maximum salary rate than the employee’s present classification. However, the final pay will be determined by utilizing both methods listed below. The promotional pay shall be determined by the method that yields the higher pay rate.
- Human Resources will complete a salary analysis utilizing a Hiring Compensation Decision Matrix and Compensation Request Form, which is in accordance with the provision of the Oregon Equal Pay Law as set forth in this Article 20. The Hiring Compensation Decision Matrix and Compensation Request Form compares the employee’s education and experience with the minimum qualifications for the promotional position and assigns an appropriate salary, hourly rate, or step in the new range of the promotional position. A copy of the salary analysis will be provided to the impacted employee and the Association President upon request.
 - Human Resources will determine the salary, hourly rate, or step in the new pay range that is closest to a five percent (5%) increase but is not less than three percent (3%) above the employee’s base pay rate immediately prior to the date of promotion.
- F. Voluntary Classification Demotion or Demotion in Lieu of Layoff. When a voluntary classification demotion or demotion in lieu of layoff occurs, the employee’s pay will be determined by a salary analysis in accordance with the provisions of the Oregon Equal Pay Law as set forth in this Article 20. The salary shall be within the salary range of the lower classification. The new salary may not be greater than the employee’s regularly assigned salary prior to the demotion. A copy of the salary analysis will be provided to the impacted employee and the Association President upon request.
- G. Involuntary Demotion and Demotion from Career Probation. Upon an involuntary demotion, disciplinary demotion, or a demotion from Career Probation, pay will be determined by salary analysis in accordance with the provisions of the Oregon

Equal Pay Law as set forth in this Article 20. The salary shall be within the salary range of the lower classification. The new salary may not be greater than the employee's regularly assigned salary prior to the demotion. A copy of the salary analysis will be provided to the impacted employee and the Association President upon request.

- H. In either a class demotion, a disciplinary demotion, or a salary demotion, regardless of whether it is voluntary or involuntary, the employee shall retain the same anniversary date.
- I. Transfers.
 - 1. Position Transfer. A position transfer is an appointment to a position in the same classification and the employee's pay remains the same.
 - 2. Classification Transfer. When an employee is appointed to a position in a different classification which has the same pay range, the employee's pay will be determined by a salary analysis in accordance with the provisions of the Oregon Equal Pay Law as set forth in this Article 20. The salary shall be within the salary range of the new classification. The new salary may not be greater than the employee's regularly assigned salary prior to the transfer. The employee may be required to serve a probationary period of twenty-six (26) payroll periods if the employee transfers into a classification not previously held or where the employee had not previously attained "Career Employee" status. However, the employee will retain the same anniversary date. Should the employee not successfully complete the probationary period, the employee shall return to the former position. A copy of the salary analysis will be provided to the impacted employee and the Association President upon request.
- J. Range Changes. When a range is changed, the employee's pay is based on the same step of the new range as in the old. Such change shall not alter the employee's anniversary date.
- K. Payment of Salary.
 - 1. The Salary Step Schedule for each classification represented by the Association is set forth as Schedule A. Unless indicated otherwise in Schedule A, compensation shall be deemed to mean compensation per month. All employees shall be paid on the basis of the ratio of the actual number of days or hours worked, including authorized absences with pay, to the total number of working days or hours, including authorized holidays, in each month. Where appropriate, the hourly rate may be used at set forth in the conversion schedule.
 - 2. Payday shall be bi-weekly and in no case shall more than fourteen (14)

days of pay be held back.

3. In case an employee is laid off, quits or is discharged, the employee shall receive their pay in compliance with state law.
4. The first Sergeant salary step listed in the Sergeant Schedule A will be five percent (5%) above the top step Corporal salary step set forth in Schedule A of the WCPOA ECU CBA.
5. There shall be six (6) Sergeant salary steps listed in Schedule A. There shall be a five percent (5%) increased differential between each step.

ARTICLE 21 – INCENTIVE PAY

21.1 DPSST Incentive Program. Employees covered by the bargaining unit who are certified by the Oregon Department of Public Safety Standards and Training (DPSST) shall receive incentive pay in the following amounts:

- Supervisors Certification – one and one-half percent (1.5%)
- Police Certification – one and one-half percent (1.5%)

The above amounts are stackable (i.e., a Sergeant with both Supervisors certification and Police certification will receive three percent (3.0%)). The Leadership Development Program (LDP) will be discontinued upon ratification of this Agreement.

21.2 Jail CERT Team and Air Support Unit. Members of the Jail CERT team and the Air Support Unit shall receive a monthly premium of two percent (2%) of their base pay.

21.3 TNT Team. In lieu of hazardous duty pay, members of the TNT team shall receive a monthly premium of five percent (5%) of their base pay.

21.4 Motorcycle Sergeants. It is anticipated that Motorcycle Sergeants will provide normal maintenance of their assigned motorcycles outside the Sergeant's normal work hours. In consideration of these activities, employees working in the assignment of Motorcycle Sergeant shall receive additional compensation added to their base pay for every hour of work performed as a Motorcycle Sergeant. The additional compensation will be at the same rate as established for Motorcycle Officers in the WCPOA ECU collective bargaining agreement. In the event a Motorcycle Sergeant works in that capacity outside their normal work hours, the Motorcycle Sergeant shall be entitled to overtime compensation at a rate that reflects one and one-half times (1.5x) their regular salary rate. Prior approval of overtime work by the Motorcycle Sergeant's supervisor is required.

21.5 Canine Sergeants. It is anticipated that Canine Sergeants will provide maintenance of their assigned dogs, including feeding, grooming, some training and other normal dog maintenance responsibilities, outside the Canine Sergeant's normal work hours. In consideration of this activity, Canine Sergeants shall receive additional compensation at the same rate as established for Canine Officers in the WCPOA ECU collective bargaining agreement for that period of time that the Sergeant is functioning as a Canine Sergeant. In the event a Canine Sergeant is called out to perform with the dog outside the normal work hours, the Canine Sergeant shall be entitled to overtime compensation at a rate that reflects one and one-half times (1.5x) their regular salary rate. Prior approval of overtime work by the Canine Sergeant's supervisor is required. The Canine Sergeant premium will be inapplicable to all vacation leave time if the police dog is placed in a kennel at County expense. Any dog assigned to the Canine Program shall be the property of the Sheriff's Office. Canine Sergeants shall be responsible for the day-to-day maintenance of the dog. The dog shall reside at the home of the Canine Sergeant when not on duty or attending any training. Canine Sergeants shall be responsible for making necessary arrangements for maintaining the dog in their home. The Sheriff's Office shall

be responsible for providing a proper kennel and dog run at the Canine Sergeant's home, food and any necessary medical attention required by the dog. The Sheriff's Office shall be responsible for the conduct and acts of the dog. Canine Sergeants shall also receive one (1) hour of paid release kennel time per shift.

21.6 Language Proficiency. Employees who meet the County standard for demonstrated skill in speaking a language other than English shall receive an additional five percent (5%) of base rate per pay period, provided there is a demonstrated business need as determined by the Sheriff. The County will continue to provide the language incentive for any language covered as of July 1, 2013. The County agrees that if the County enhances its language proficiency policy to increase the incentive and/or to modify the testing to provide an incentive for conversational bilingual skills, it will provide the enhancements to the bargaining unit.

21.7 Eligibility. Eligibility for incentive pay is subject to the following conditions:

- A. Competent performance must be maintained. Employees who are deemed to be performing at non-competent levels will be placed on a written performance improvement plan (not to exceed one hundred and eighty (180) days) in order to give them an opportunity to correct the specific concern(s). Loss of incentive pay will occur only after an employee fails their performance improvement plan. The determination that an employee has failed a performance improvement plan is grievable.
- B. Any decision to remove an employee from an incentive pay assignment based on performance will be documented through a performance improvement plan, internal investigation/SRIM or in the Compass Check system. The employee will be made aware and have a reasonable period of time to demonstrate adequate and sustained improvement.

All adjustments to the incentive pay shall be effective at the beginning of the first payroll period following meeting the above conditions.

ARTICLE 22 – TRANSITIONAL (LIGHT) DUTY ASSIGNMENT AND PAY

- 22.1 An employee who is unable to perform the regular duties of their position because of a compensable work-related injury or illness may be assigned by the County to other work which they are qualified and physically able to perform, whether such work is or is not of a type normally performed by employees in the bargaining unit. The County will make best efforts to retain the employee in their assigned shift days and hours.
- 22.2 Nothing in this Article shall prohibit the County from offering a transitional duty assignment that is on different shift days and/or hours if the County determines this to be in the best interest of the County and the employee. Such positions or work assignments are temporary and at the discretion of the County. Employment in transitional duty shall not cause a reduction in the employee's regular compensation or benefits. The employee will receive their regular compensation and benefits while working in a modified or transitional duty assignment. The County reserves the right to discontinue or change any transitional duty at any time.
- 22.3 If an employee's work restrictions result from a work-related incident, the employee will have the choice between working their normal assigned hours and days or a modified schedule the employee and County mutually agree to. If the work restrictions result from a non-work-related incident, the employee may be offered a transitional work schedule mutually agreed upon between the employee and the County.
- 22.4 Work Schedule and compensation changes for a represented employee associated with work-related or non-work-related injuries, shall be documented in writing and provided to the Association upon request.

ARTICLE 23 – RESERVED FOR FUTURE USE

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ARTICLE 24 – ASSOCIATION REPRESENTATIVES

- 24.1 Members of the bargaining unit selected to serve as authorized representatives (E-Board members) shall be certified in writing to the Sheriff by the President of the Association. Representatives will normally be expected to perform Association business on their own time. When an E-Board meeting requires on-duty members' attendance, not more than four (4) total members across all three (3) WCPOA bargaining units will be allowed to attend the meeting on duty time, unless it would create a hardship to the County. On-duty E-Board members shall be allowed no more than two (2) hours away from duty to attend E-Board meetings. With the approval of their respective supervisors, they may exceed two (2) hours, but shall use their own time or Association leave as authorized by the Association President.
- 24.2 The Association's President shall be assigned a standard day shift and days off schedule within the President's Division as determined by the Association. If the Association votes to put its President on half-time Association-paid status, the Association may elect such status in lieu of Section 8.10. Such election will be for a period of time determined by the Association, but not to exceed the duration of the contract. In such event, the Association's President will be placed on a half-time status for purpose of work schedule, full-time pay and benefits, provided the Association reimburses the County for one-half (1/2) of wages, incentive pay, and allocable fringe benefits costs.
- 24.3 The Association shall be provided three hundred and fifty (350) hours paid leave per year which shall be taken in increments no smaller than fifteen (15) minutes for Association business. An additional one hundred and seventy-five (175) hours paid leave per year will be provided for on-duty Association Representatives who are representing an employee who is the subject of an investigation. This total amount is to cover work on behalf of all three (3) WCPOA bargaining units.

Association leave may be taken for any purpose attendant to the administration or negotiation of the contract, including attendance at negotiations, labor seminars, hearings before the Employment Relations Board, arbitration, fact-finding and mediation sessions, and any labor relation matters not covered in Section 24.1 or Section 8.10 of this Agreement as follows:

- A. Except as provided in Paragraph B, requests for Association time shall be made at least twenty-four (24) hours in advance. Requests for Association time shall be granted when the request is made twenty-four (24) hours in advance.
- B. Requests for Association time with less than twenty-four (24) hours' notice shall be subject to the reasonable operating needs of the County, including staffing needs. Provided that if the Association time is used for representation of an employee in an investigatory interview (internal investigations and pre-disciplinary hearings) and less than twenty-four (24) hours' notice of the interview is provided to the Association, the interview shall be rescheduled if an

Association representative cannot attend the interview. The County shall immediately notify the Association President of requests for representation in disciplinary interviews. If the President cannot be reached, the notice shall be provided to the Association's Secretary-Treasurer. If the Secretary-Treasurer cannot be reached, then the notice shall be provided to a member of the Association's Executive Board.

- C. All Association time must be documented by the individual(s) using the Association Time. Association time shall be submitted to the County each pay period by the individual(s) using the time.
- D. The choice of who will represent the Association in a disciplinary or other matter, provided the employee desires such representation, shall reside solely with the Association.
- E. In addition to the provisions listed in this Section 24.3, an employee participating in Association business, approved by the Association President or designee, may request to use their own accrued vacation, ILH, or compensatory time for Association activities and business. An employee who chooses to use such leave will not have such leave accruals denied if the leave request is made at least sixty (60) days in advance.

ARTICLE 25 – OVERPAYMENT & REPAYMENT

25.1 In the event an employee is either overpaid or underpaid by the County, each party has an obligation to report the error to the other party as soon as it is discovered., WCPOA will be informed when an overpayment or underpayment is discovered and of the final outcome of any overpayment or underpayment.

The County, employee, and WCPOA will work collaboratively to correct the error.

25.2 In the event that an employee receives wages or benefits from the County to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the County shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid.

25.3 The County shall be limited in calculating overpayments up to a maximum period of three (3) years before the notification. An employee who disagrees with the County's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure.

25.4 For purposes of recovering overpayments the following shall apply:

A. The employee and the County shall attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.

1. The employee may elect to have the entire overpayment recouped from the next available payroll check following the discovery and verification of the overpayment; or
2. The employee may elect to repay the overpayment in equal increments over the same number of pay periods in which the error occurred. For example, if an employee was overpaid by \$100 per pay period for five (5) pay periods, the employee may repay \$100 per pay period during the next five (5) pay periods after the error is discovered.

B. If there is no mutual agreement at the end of the thirty (30) calendar day period, the County shall implement the repayment schedule stated in the subsection (B)(1) below.

1. The overpayment shall be recovered in amounts not exceeding five percent (5%) of the employee's gross wages per pay period. If an employee leaves County service before the County fully recovers the overpayment, the remaining amount may be deducted from the employee's final check(s).

- C. When the parties all agree to an overpayment amount to be repaid the terms of the overpayment will be documented.
- 25.5 The Article does not waive the County's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.
- 25.6 Underpayments. When an error is made that results in an underpayment of an employee's pay by more than five percent (5%) of the employee's gross wages due on the regular payday, the County will issue a check payment for the difference within three (3) business days of notification and verification (or mutual agreement) of the unpaid amount. All other underpayment adjustments will be made in accordance with the regular pay schedule.

ARTICLE 26 – MENTAL HEALTH & PHYSICAL FITNESS

26.1 The Washington County Sheriff's Office (WCSO) recognizes that the health and fitness of its employees is essential and is committed to fostering a culture of wellness to best serve its employees, their families, and the community. Increased employee wellness can lead to better decision-making, community interactions, and safety, which can lead to increased trust by members of the community. The goal is to enhance the physical, mental, emotional, social, and financial health for members while increasing organizational wellness, excellence, and efficiency. WCSO strives to increase readiness and resiliency, enhance morale, increase productivity, reduce sick leave use, and increase job and life satisfaction. WCSO is committed to furthering employee wellness.

Participation in all Wellness Activities is strictly voluntary and only applies to all full-time, DPSST-certified hourly employees. Employees must first successfully complete the Field Training and Evaluation Program (FTEP) or comparable onboarding to be eligible.

26.2 Wellness on duty: Employees must remain in communication and available while participating in wellness activities. Employees who have been issued radios or cellphones must keep and monitor these devices while participating in wellness activities, unless otherwise approved by a supervisor. Employees who have not been issued a communication device must ensure their supervisor has a reliable way to immediately contact them.

A. While engaged in wellness activities, employees must stay within close proximity, i.e., ten (10) minutes, of the precinct or County facility to which they have been assigned. Exceptions may be approved by a division commander/manager.

B. Staff logged into Computer Aided Dispatch (CAD) should indicate status as "Detail Unavailable" with notes about wellness time. All other employees must notify their supervisor before beginning wellness time.

C. Employees will log their wellness activity using the "Wellness" tab in PSWeb / PSWebGO. This data is used for the purpose of ensuring that wellness time and denial of wellness time is applied equitably.

26.3 On-duty Injuries Sustained During a Wellness Activity Covered Through Workers Compensation: Any injury incurred while participating in an on-duty wellness activity may be considered an on-duty injury and may be covered through the Workers' Compensation process. All claims will be processed according to established County policies and procedures.

26.4 Wellness activity time may only be used during regular (non-overtime) work. Staff may not participate in wellness sessions while working overtime and overtime will not be permitted to facilitate wellness time.

26.5 Duty firearms and equipment must be secured while participating in Wellness activities.

Refer to Policy 2506, Defensive Tools.

ALLOWED ACTIVITIES

- 26.6 Employees may use pre-approved venues for on-duty Wellness sessions. Pre-approved venues for on-duty wellness activities are the fitness centers and wellness rooms located at all WCSO facilities.
- A. Employees who live within ten (10) minutes of their on-duty assignment may practice wellness activities at their home.
 - B. Employees who wish to run or walk outside of their assigned duty post will request permission from their supervisor.

WELLNESS SESSION ALLOTMENT

- 26.7 Employees May Receive a Maximum of Three (3) sixty (60)-minute Wellness Sessions Per Work Week: Each employee may be provided up to sixty (60) minutes per each wellness session for wellness activities and a total of no more than three wellness sessions per work week.
- A. Wellness activities can include, but are not limited to, physical, mental, social, financial, intellectual, spiritual, occupational, or environmental well-being. Examples of wellness activities include but are not limited to, physical exercise, meditation, mental health services, creative artistic outlets, and wellness-related educational opportunities.
 - B. Wellness time cannot be broken into smaller intervals to cover more days or allow multiple sessions per shift.
 - C. Wellness time does not roll over from day-to-day or week-to-week.
 - D. Showering and changing clothes must be accomplished within the allotted wellness session.
 - E. Wellness time may not impact officer safety, supervisor communications, or attendance at shift briefings or training.
 - F. Employees are expected to either be participating in a wellness activity or be on duty as scheduled and may not utilize wellness time for other uses.
 - G. Wellness time has no cash value.

OVERSIGHT AND APPROVAL

- 26.8 The Sheriff or designee may discontinue any employee's participation in Wellness

activities due to documented performance issues.

26.9 Employees Are Not Guaranteed Time for Wellness: Wellness time and participation will be managed at the division/work group level, and each employee's direct supervisor will approve or deny daily permission to participate based on the operational needs of WCSO.

- A. Consideration will be given to deployment, staffing, and activity level. Wellness time may be changed or canceled at the discretion of an on-duty supervisor and without recourse under the grievance procedure.
- B. Nothing in this policy will supersede the operational needs of WCSO which includes meal breaks, calls for service, and other operational needs to keep the office functioning.

26.10 Mental Health.

- A. An employee may visit a mental health provider for an annual check-up between January 1 and June 30 of the applicable year. The purpose of the check-up is to help the employee identify any potential issues and to give them tools with which they can nurture their own mental health. An employee may utilize any certified or qualified mental health professional.
- B. Like most other health care providers' appointments, the information shared during these visits is privileged and confidential as between the employee and their mental health provider. To be eligible for the wellness incentive, the only information the employee will provide is the explanation of benefits from the insurance carrier, a bill for the visit (which will include the employee's name as proof of the appointment) or a simple form solely verifying attendance to the appointment (to be developed and agreed upon by WCPOA and the County). Any follow-up regarding the consultation or recommendations made by the employee's provider for further care or treatment will be the employee's responsibility. Charges associated for these mental health checkups will be the responsibility of the employee.
- C. Complying with any recommendations made by the employee's chosen mental health provider is completely voluntary on behalf of the employee. The Sheriff's Office will not seek to obtain information regarding the results of the consultation or any recommendations, unless the employee relies on the consultation or recommendations to request an accommodation or obtain an employment right or benefit.
- D. Because this program is voluntary and is predominantly for the employee's benefit, the time spent by the employee in obtaining the consultation is not work time. Employees will not be paid for that time by the County.
- E. An employee who participates in a voluntarily annual mental health checkup

will receive a two-hundred and fifty dollars (\$250) incentive to be deposited in the employee's VEBA.

26.11 Physical Fitness.

- A. There are many aspects of physical fitness that can benefit employees, such as overall health and stress management, that the County would like to promote. Increased physical fitness prepares employees for the challenges of the job and can result in fewer on the job injuries.
- B. Employees may voluntarily take the Physical Abilities Test (PAT) and receive a passing time of no more than six (6) minutes once a year during the January 1 - June 30 window to complete the requirements. The PAT is a hybrid physical functioning test which assesses both physical fitness and the ability to complete sample work tasks. This test is the same used in the hiring process for certified positions and is an obstacle course designed to evaluate the essential physical capacities required to satisfactorily perform their day-to-day job duties. One (1) lap of the PAT consists of the following:

1. 207' run
2. Crossing a balance beam 15' long, 6" wide and 10" high
3. Jumping over an obstacle 5' long by 3' wide
4. Climbing up and down 5 sets of stairs
5. Crawling under an obstacle 30" high and 36" wide
6. Jumping over two obstacles 18" high
7. Vaulting over a 3' high obstacle
8. Falling to your back or stomach multiple times and stand back upright

Successful completion of the course is six (6) laps and a 165-pound "Dummy Drag" for twenty-five (25) feet for a total time of not more than six (6) minutes.

- C. Employees who wish to qualify for the physical fitness incentive will be expected to complete the PAT between January 1 and June 30 of the applicable year. An employee who achieves a passing time will receive a two-hundred and fifty dollars (\$250) incentive to be deposited in the employee's VEBA.
- D. The fitness test will be administered by a proctor who has received training, as identified by the Sheriff or Sheriff's designee. The passing score will be based on the DPSST new hire requirements.
- E. Because this program is voluntary and is predominantly for the benefit of the employee, the time spent taking the test is not work time. Employees will not be paid for their time while they are preparing for the test and will not be paid for their time while taking the test unless they are granted approval by their supervisor to take the test while on duty.

26.12 Summary.

- A. The wellness program is voluntary and, as stated above, there will be no adverse effect on employment status or employment opportunities if an employee chooses not to participate. Employees will have the opportunity, between January 1 and June 30 of the applicable year, to complete either or both components of the wellness incentive.

- B. Upon verification of successfully completing both the mental health and fitness components, the earned incentive will be paid after proof of both requirements is presented to the Sheriff's Office, at a total of up to five hundred dollars (\$500) into the employee's VEBA account paid in the first paycheck falling on a Friday in December each year. Verification of the incentive must be provided to the County no later than ninety (90) days after completion of the incentive to be eligible for the December payment.

- C. This wellness program monetary incentives described in this Article 26 will begin January 1, 2026.

ARTICLE 27 – TRAVEL PAY

- 27.1 Whenever an employee is required to report to work at any location other than their established place of work, or whenever any employee, as a part of their regular work, is required to travel, they shall be paid for the use of their personal transportation at the current County rate.
- 27.2 Commuting Time. The parties agree that commuting to work to a duty location within the normal commuting distance of the employee or within a thirty (30) mile radius of the employee’s regular worksite, whichever is greater, does not constitute “hours of work” unless called to duty during the commute, regardless of whether the employee is utilizing a County or personal vehicle.
- A. Commuting time to and from training outside of regular work hours does not constitute work hours unless called to duty or required to act.
- 27.3 Sergeants with assigned vehicles are expected to begin their work shift at their regular worksite.
- A. Sergeants may go “in-service” and in an official Sheriff’s Office capacity during their commute in a County vehicle if they are called to work on their commute in and if they are necessary to cover operations once they are inside Washington County. Sergeants are not required to log in or monitor their radio prior to going in-service.

ARTICLE 28 – MANDATED BENEFITS

28.1 Public Employees' Retirement System.

- A. The County shall maintain the existing retirement plans -- Public Employees Retirement System (PERS) and Oregon Public Service Retirement Plan (OPSRP) -- for employees eligible to participate in the respective plans.
- B. The County agrees to supplement retirement benefits for eligible employees by providing the sick leave credits as authorized by the Public Employees' Retirement System for members of the bargaining unit.
- C. Effective the first full pay period following ratification of this Agreement, the County agrees to pay the employee's contribution to the Public Employees' Retirement System (PERS pick-up), or to the Oregon Public Service Retirement Plan (OPSRP), whichever is applicable, at the applicable rate as authorized in the statute. At the same time, the Leadership Development Program (LDP) pay will be discontinued.

28.2 Other Mandated Benefits. The County will provide social security, unemployment insurance and workers' compensation insurance coverage as required by state law.

ARTICLE 29 – INSURANCE

29.1 Medical, Dental and Vision. The County agrees to provide employees a choice between the standard medical insurance plans for Providence or Kaiser Permanente; or a choice of reasonably comparable overall benefits offered by other carriers. Coverage under these plans is subject to the carriers' eligibility requirements. The County agrees to provide dental and vision insurance, similar to coverage currently offered through Delta Dental or Kaiser Dental; or plans of other carriers offering equal to overall benefits, subject to the following:

For the duration of this Agreement, the County will provide the following health insurance options:

- PPO: A High Deductible Plan, a Low Deductible Plan and a High Deductible Health Plan (HDHP) with HRA VEBA Incentive Plan through Providence or a substantially similar plan with reasonably comparable overall benefit.
- HMO: A High Deductible Plan, a Low Deductible Plan and a High Deductible Health Plan (HDHP) with HRA VEBA Incentive Plan through Kaiser HMO or a similar plan with reasonably comparable overall benefit.

Employees enrolling in the High Deductible Health Plan with an added HRA VEBA incentive plan will receive sixty percent (60%) of the health insurance cost savings in premiums between the similar level Low Deductible Plan and the High Deductible Health Plan (HDHP) with an added HRA VEBA incentive. The sixty percent (60%) Health Insurance premium cost savings shall be calculated for each employee for each plan year during the term of this Agreement as follows:

The monthly Low Deductible Plan premium rate minus the monthly HDHP premium rate multiplied by .60 (60%) equals the amount of premium cost savings deposited to the employee's HRA VEBA account each month.

The funds associated with the employee's sixty percent (60%) incentive will be deposited during the first pay period and second pay period of each month into the employee's standard HRA VEBA account established through Washington County. The sixty percent (60%) premium cost savings deposits for each eligible employee will occur twice (2x) per month in alignment with insurance contribution deductions already scheduled through payroll deductions. This contribution will only occur for the length of time an employee has opted into a plan that provides that the employee will receive the sixty percent (60%) premium savings contributed into their HRA VEBA account. Couples and partners that work for the County and who both opt into the High Deductible Health Plan (HDHP) with an added HRA VEBA incentive plan will both be eligible to receive the sixty percent (60%) premium savings contributed into each of their respective HRA VEBA accounts.

The County and the Association agree to participate in the County Wellness Points Committee comprising no more than fifteen (15) members, of which up to four (4) members will be appointed by the Association to represent the ECU, SSG, and SGT bargaining units. This work group will seek information and input from the County's benefits consultant as it determines the wellness point system. In the event the work group is unable to reach a consensus on the wellness point system, the system shall be determined by the County and will be subject to interim bargaining with the Association under ORS 243.698 except that the interim bargaining period shall be forty-five (45) days beginning from the date that the County provides a written proposal to the Association, that at a minimum includes a summary of the wellness points system that was selected.

Each plan under the PPO and HMO will have its own established rate based on actuarial cost of the plan. The County's maximum contributions for medical, dental and vision will be ninety percent (90%) for the plan selected by the employee, and the employee will contribute ten percent (10%).

For those employees that meet the Wellness Points requirement, the County's maximum contribution for medical, dental, and vision will be ninety-five percent (95%) for the selected plan by the employee, and the employee will contribute five percent (5%).

To qualify for the lower employee premium contribution rate, the employee is required to meet wellness point requirements as determined by a work group of the County Wellness Points Committee. Wellness points earned in each points year will determine the employee's premium contribution rate for the following calendar year.²

Should the County determine that health insurance premiums may increase by ten percent (10%) or more over the preceding year, either the County or the Association may use ORS 243.698 et seq. to reopen discussion concerning the restructuring of contribution rates and/or a restructuring of benefit plan design except that the mid-term bargaining period shall be forty-five (45) days beginning from the date that the County provides a written proposal to the Association, that at a minimum includes plan and design changes and economic impacts/effects.

The County acknowledges and agrees that the County also has an obligation to bargain with the Association pursuant to ORS 243.698 about the impacts/effects of any changes to mandatory subjects of bargaining that are not deemed to be reasonably comparable to the overall benefits in the current health and welfare benefits and/or health and welfare plan designs. However, the parties agree that the expedited bargaining period shall be forty-five (45) days, beginning from the date that the County provides a written proposal to the Association, that at a minimum includes plan and design changes and economic impacts/effects.

29.2 Opt-Out Provision. The County will provide a contribution to a VEBA account in the amount of one hundred and twenty-five dollars (\$125) per month (equally divided and

² The WCPOA agrees to encourage its members to participate in the Wellness Point Criteria as determined by the Wellness Points Committee.

paid on the first two (2) pay periods of the month only) for eligible employees that choose to opt out of the County's medical, dental, and vision insurance plans. In order to qualify for the Opt-Out contribution, the employee must provide proof that they are covered by another qualified group health plan that meets the minimum value requirements set forth under the Affordable Care Act.

- 29.3 Standard HRA VEBA Account (VEBA) – County Contribution. The County agrees to establish a VEBA account for each eligible employee. The County will contribute one hundred and sixty dollars (\$160.00) per month to each eligible employee's VEBA account.

Funds in the Standard HRA VEBA Member Account shall only be used for member health insurance premiums or health care expenses, as allowed by law. There shall be no individual Association member election/option available to take any such amounts in unrestricted cash.

VEBA accounts are administered in accordance with Internal Revenue Code Section 501(c) (9). The employee, and not the County, shall be responsible for any tax due on non-qualified distributions from their VEBA accounts.

Definition of Eligible employee: For purposes of this provision, the term "eligible employee" shall mean an employee who completes the VEBA enrollment process and is enrolled in one (1) of the County's medical plans or other qualified group health plan.

- 29.4 Life Insurance. The County shall provide each employee with life insurance coverage equivalent to one times (1x) the employee's annual earnings, up to \$200,000 with a double indemnity provision throughout the term of this Agreement.

If an employee dies on duty, the County will provide continuing medical/dental/vision coverage for the employee's spouse or domestic partner and/or dependents for a period of forty-eight (48) months, or until the employee's spouse or domestic partner is eligible for Medicare, whichever is earlier, unless the spouse or domestic partner and/or dependents is or becomes enrolled in an alternative medical/dental/vision insurance plan.

- 29.5 Long-Term Disability. The County shall provide each employee with a long-term disability plan to insure a maximum of sixty (60%) percent of their pre-disability base earnings or two thousand and five hundred dollars (\$2,500), whichever is less. This insurance will provide salary protection following the first ninety (90) days of continuous total disability or the period during which the employee receives sick leave benefits, whichever is longer.

- 29.6 The County intends to establish a County-wide health benefit committee during the term of this Agreement to explore options to the issues of health benefit cost containment and benefit levels. This work group will seek information and input from the County's benefits consultant and provides recommendations for the County with respect to benefits plan design. In the event the work group is unable to reach a consensus regarding benefits

plan design, such benefits shall be determined by the County and will be subject to interim bargaining with the Association under ORS 243.698. However, the parties agree that the expedited bargaining period shall be reduced to forty-five (45) days. The Association will be afforded four (4) representatives on the committee to represent the SSG, SGT and ECU bargaining units, without loss of pay.

- 29.7 Deferred Compensation. If the County implements a Deferred Compensation Plan for non-represented hourly employees, bargaining unit employees will participate in the same Deferred Compensation Plan.

ARTICLE 30 – PERSONNEL FILE

- 30.1 If derogatory material is placed in an employee’s personnel file, a copy of such material shall be furnished to the employee, within seventy-two (72) hours. Each employee may respond in writing to any item placed in that employee’s personnel file and that response shall become a part of the file.
- 30.2 Any employee and the Association, upon written request, shall have access to an individual employee’s personnel file, within three (3) County business days of the request, and may reproduce such in full or in part at no cost to the employee and/or the Association if the cost of reproduction is less than fifty dollars (\$50).
- 30.3 Employee personnel files, working files, medical records and IA files will be maintained as confidential records to the full extent allowed by law. No portion of an employee’s file shall be transmitted outside the County without the employee’s consent and knowledge, without authorization by a court of competent jurisdiction, or in response to a valid subpoena. If an employee’s information is going to be released, the County shall provide seven (7) calendar days’ written notice to the employee and the Association prior to the release.
- 30.4 Written copies and materials to be provided to the employee and the Association pursuant to this Article shall be provided by electronic means, either via EMAIL or on a portable “thumb/jump” drive furnished at no cost to the employee and the Association if the cost of reproduction is less than fifty dollars (\$50).

ARTICLE 31 – DISCIPLINE AND DISCHARGE

- 31.1 A. Discipline shall be limited to oral reprimand, written reprimand, demotion, suspension and discharge or an alternative form of disciplinary sanction. Removal from a specialty assignment or collateral duty that has incentive pay associated with it as a result of discipline must have a documented nexus to the underlying misconduct.
- B. Disciplinary action shall be progressive in nature but may be imposed at any level as determined by the severity of the conduct involved and all relevant circumstances. Notice of disciplinary action (other than oral reprimand) shall be in writing and given to the employee, with a copy to the Association on the same day issuance of the discipline occurs. No career employee shall be disciplined without just cause. For law enforcement officers (ORS 131.930), “just cause” for discipline shall be determined in accordance with ORS 243.808, 243.809, 243.812, OAR Chapter 265 and 236.350 et seq. Oral reprimand shall be documented in writing stating that it is an “oral reprimand” and such documentation shall be contemporaneously provided to the employee and the Association.
- 31.2 If the County has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
- 31.3 A. Internal investigations will be conducted in accordance with WCSO Policy. Conduct as described in the OAR Chapter 265 discipline matrix is a Class 1 allegation. [NOTE: Per WCSO, all current discipline policies that have historically been #552 and #553 are being revised. WCSO has agreed that any and all revisions to such policies will be provided to WCPOA and that ORS 243.698 et seq. bargaining and PECBA dispute resolution will occur as to the WCSO revisions.]
- B. The Association may designate up to two (2) representatives to participate in any interviews conducted with the subject of the investigation who is in a classification represented by the Association whether the interview be of a subject, witness or complainant. The Association and/or the employee may not designate a representative who is a relative or significant other, a subject of, the complainant, or a potential witness in, the investigation.
- C. The County shall notify WCPOA of any investigation pertaining to an employee represented by WCPOA. WCPOA shall have at least forty-eight (48) hours to speak with the employee prior to any interview of the employee.
1. If an employee in a classification represented by the Association declines Association representation, WCPOA may inform the employee that their decision to participate in an interview without the Association present cannot be used or relied upon by the employee in any future meetings or

actions against the Association as a basis to claim the Association did not execute or perform the Association's Duty of Fair Representation for the employee.

2. When the employee is interviewed, WCPOA will be present for the beginning of the recorded interview. WCPOA may request, on the record, that the employee sign a written acknowledgement and waiver confirming what is set forth in Section 31.3.C.1. If the employee still declines representation, WCPOA will be excused prior to continuing with the interview.
 3. Upon continuing the interview, the interviewer will ask the employee to confirm that they decline the opportunity to have an Association representative, and that they were presented with a waiver form by WCPOA.
- D. If WCPOA is not present at the interview due to the employee's request, the County will electronically record the interview(s) and will provide WCPOA a copy of the electronic recording and associated documents within twenty-four (24) hours of the conclusion of the interview. If any "confidential" information is involved or used in the interview, including but not limited to medical records/information, all "confidential" information and documents shall be timely provided to the Association attorney unredacted through a confidentiality agreement.
- E. The Sheriff's Office will not use or designate an investigator that is known to be a complainant or potential witness in the investigation of a Class 1 allegation, an investigation covered by OAR Chapter 265 and/or an investigation that likely will result in economic discipline.
- F. The designated Association representative may not be required to disclose, or be subject to discipline for refusing to disclose, information related to matters received from the employee in the course of representing the employee in the investigation.
- G. At least forty-eight (48) hours prior to the interview, the interviewer will inform the employee who is the subject of the investigation, and/or any witness employee represented by the Association and the Association representative(s), about the allegations being investigated. The interviewer, the Association and the employee being investigated and/or interviewed may audio and video record the interview of a Class 1 allegation, an investigation covered by OAR Chapter 265, or an investigation that, if sustained, may result in economic discipline.
- H. Within seventy-two (72) hours of the conclusion of the audio/video recorded interview, the County shall upload the recording to the WCPOA Dropbox link/account referenced in Article 31.13.

- I. All Class 1, OAR Chapter 265 discipline matrix investigations and/or an investigation that, if sustained, may result in economic discipline that are audio/video recorded shall be transcribed by the Sheriff's Office (for the subject interview) and an electronic copy of the transcription shall be uploaded to the WCPOA Dropbox link/account referenced in Article 31.13 at least seven (7) days prior to any pre-disciplinary meeting associated with the audio/video.
 - J. The County will notify the Association, the complainant, and the affected employees when a request to extend any of the time frames related to a Class 1 or Class 2 investigation is granted and the reason for the extension.
 - K. The County will follow applicable Oregon Administrative Rules (OAR) for retention of internal investigation files.
 - L. Prior to any changes in the internal investigation procedures, input will be solicited from the Association, and changes that are mandatory subjects of bargaining or that have mandatory impacts shall be subject to bargaining requirements under ORS 243.650 and ORS 243.698 et seq.
 - M. At least seven (7) calendar days prior to a represented employee's pre-disciplinary meeting, associated with a Class 1 or Class 2 investigation, the County shall provide a complete copy of all materials in the possession of the County related to the Class 1 or Class 2 investigation. None of the information and/or materials provided may be redacted by the County; however, with mutual agreement, the County and WCPOA may enter into confidentiality and protective agreements as to use and/or disclosure of the PECBA information and materials the County provides to WCPOA.
- 31.4 If a supervisor is interviewing an employee on a matter that may lead to discipline, the supervisor shall inform the employee and the employee's Association representative, if present, that the interview may lead to discipline.
- 31.5 Oral and Written reprimands older than five (5) years shall not be considered relevant for disciplinary purposes, if the employee has not received any further disciplinary action during that time period. Such Oral and Written reprimands shall have a "stale" notation attached to them and retained in the employee files in accordance with state law.
- 31.6 A. Pre-disciplinary meetings shall be offered by the County prior to the issuance of any discipline greater than a written reprimand or any discipline associated with OAR Chapter 265. The employee and/or the Association, on behalf of and as the representative of the employee, may accept or decline the pre-disciplinary meeting offer and such meeting will not be used to compel answers from the employee.

- B. Typically, only one (1) form of discipline may be imposed for each disciplinary investigation/action. However, the parties recognize that the discipline of employees who are in special assignments or assigned collateral duties may include removal from the special assignment or collateral duty in addition to the traditional forms of discipline listed in Section 31.1.A. If the Sheriff or designee is considering the imposition of a traditional form of discipline AND removal or suspension from a special assignment or collateral duty, the pre-disciplinary notice provided to the employee and the Association will clearly indicate this.
 - C. When a video-recorded interview is relied upon by the decision maker to be evidence in making the proposed discipline determination, the basis for reliance on the video recording shall be described and substantiated by the decision maker so that the subject employee and/or the Association are able to assess whether to address it as part of the pre-disciplinary meeting.
- 31.7 After the time for the pre-disciplinary hearing has passed, and after the County has considered any pre-disciplinary meeting information presented by the Association and/or the employee, if the County has decided to terminate an employee, the County shall notify the employee and the Association in writing of the specific effective date of the termination and in the discipline decision issued the County will include the date that the County believes any Step 2 potential grievance challenging the discipline would be initially due from the Association and/or the terminated employee. In the event the County has decided to terminate an employee, the County shall impose a two (2) week unpaid suspension prior to the effective date of the termination, unless the parties mutually agree to extend the timeline, in writing. Any work during the two (2)-week unpaid suspension required or directed by the County will be paid time to the employee based upon the call-back minimum time per this Agreement, except that employees will not be paid for any time spent returning County-owned equipment. All County-owned equipment must be returned by the employee to the County prior to the end of the two (2)-week unpaid suspension.
- 31.8 A disciplinary suspension will not impact an employee's healthcare benefits and/or insurance coverage.
- 31.9 Alert Witness (Brady List) Referral.
- A. Employees who are placed on the Washington County District Attorney's Office Alert Witness list (Tier 1 Brady List) – and as a result will not be called to testify as a witness – (*Brady v. Maryland, 373 U.S. 83 (1963)*) shall be laid off due to the inability to perform an essential function of their job. WCPOA shall not grieve or otherwise contest the layoff action.
 - B. Any disciplinary information transmitted by the County or Sheriff's Office to DPSST or to a prosecutor's office will be contemporaneously provided to the Association.

- 31.10 All final economic discipline and all discipline covered by OAR Chapter 265 must contain an analysis by the disciplinary decision maker that addresses all applicable mitigating and/or aggravating factors, that led to the discipline imposed.
- 31.11 At the conclusion of any Class 2 investigation where the subject is an Association represented employee, upon the request of the Association, the County shall provide the Association with a complete copy of the investigation.
- 31.12 At the conclusion of any discipline investigation process, and when the County/WCSO have issued their discipline decision, the County/WCSO shall contemporaneously provide to WCPOA any and all information transmitted and/or communicated to DPSST, or any Prosecutor's office.
- 31.13 For the purposes of receiving any materials, PECBA information, documentation, or evidence related to this Agreement and the labor relationship between the County/WCSO and WCPOA, WCPOA will establish a DROPBOX link/account into which the County/WCSO will send/submit materials, PECBA information, documentation, or evidence. The County/WCSO obligations as to disclosure and/or notice to the Association per this Agreement will be satisfied so long as the County/WCSO contemporaneously sends an email associated with the placement of material or PECBA information or evidence into the DROPBOX link/account provided and established by the WCPOA for use by the County/WCSO.

ARTICLE 32 – GRIEVANCE PROCEDURE

32.1 Any grievance or dispute which may arise between the parties, regarding the application, meaning or interpretation of this agreement, may be settled as set forth below. For disciplinary grievances involving law enforcement officers (as defined by ORS 131.930), arbitrator selection shall be in accordance with ORS 243.808, 243.809, ORS 243.812, and OAR Chapter 265.

Step 1. The employee and/or the Association may take up the grievance or dispute within fourteen (14) calendar days of its occurrence; or within fourteen (14) calendar days of when the employee should reasonably have become aware of the occurrence. The grievance shall be reduced to writing, setting forth its basis. The Step 1 grievance will be filed with the Undersheriff. The grievance will then be referred to the supervisor or authority who is responsible for the Step 1 response and WCPOA will be notified. The supervisor or authority receiving the Step 1 grievance shall then attempt to adjust the matter and respond to WCPOA within fourteen (14) days in writing. A disciplinary action involving discharge, demotion, or suspension of greater than one day taken against a career employee shall be initiated and grieved by the Association or the employee at Step 2 of the grievance procedure.

Step 2. If the grievance has not been settled, the grievance may be presented by the Association to the Sheriff within fourteen (14) calendar days after the response from the supervisor or responding authority at Step 1 is due. The Sheriff shall respond to the Association in writing within fourteen (14) calendar days of receipt of the grievance.

Step 3. If the grievance remains unadjusted, it may be presented in writing by the Association to the County Administrator or their designee, within fourteen (14) calendar days after the response of the Sheriff is due. The County Administrator or their designee shall respond in writing to the Association within fourteen (14) calendar days after receipt of the grievance.

Step 4. If the grievance still remains unadjusted, only the Association and not the employee may, within fourteen (14) calendar days after the reply of the County is due, serve written notice of the Association's intention to arbitrate the grievance. Such notice shall be in writing and delivered to the County Administrator.

Nothing in Steps 1 through 4 above shall constrain or restrict the WCPOA and the County from meeting to discuss any grievance, so long as the timelines for each step are adhered to or waived by mutual agreement.

32.2 A. After the Association has indicated the Association's desire to take a grievance, not subject to ORS 243.808 and OAR Chapter 265, to arbitration, the Association shall request the Employment Relations Board (ERB) for a list of names of seven (7) Oregon arbitrators. The parties shall select an arbitrator from the ERB

provided list by such method as they may jointly elect or, if they are unable to agree on such method, then by the method of alternative striking of names under which the party striking the first name shall be determined by lot.

- B. Nothing in this Section or Article shall prohibit the parties from mutually agreeing upon an arbitrator from the list provided by ERB or any other mutually agreed upon arbitrator. The Arbitrator's decision shall be final and binding, but the Arbitrator shall have no power to alter, modify, add to or detract from the terms of the Agreement. The Arbitrator's decision shall be within the scope and terms of the Agreement and in writing. The Arbitrator fee and expenses shall be borne by the losing party as determined by the Arbitrator. If the Arbitrator determines neither side is the losing party, the Arbitrator may apportion the fee and expenses between the parties. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.
 - C. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the appearance fee, record and makes a copy available without charge to the Arbitrator. If the other party desires a copy, both parties shall jointly share in all appearance fees and the costs of producing three (3) copies of the transcript. In lieu of a court reporter, the parties can agree to audio record the proceedings and then have the audio record transcribed.
 - D. Arbitrator selection for grievances involving discipline of law enforcement employees shall be made in accordance with ORS 243.808. The arbitrator's decision shall comply with ORS 243.808 *et seq* and OAR Chapter 265. If the arbitrator remands the discipline to the decision maker, any subsequent arbitration of the matter will be continued before the same arbitrator.
 - E. The arbitrator shall issue their arbitration decision within thirty (30) calendar days of close of the hearing or receipt of post-hearing briefs if briefs are filed.
 - F. The parties may mutually agree to oral closing arguments and such shall be transcribed as part of the record and provided to the Arbitrator as soon as practical.
- 32.3 Oral and/or written reprimands may not be grieved. However, within fourteen (14) calendar days of its receipt, a written rebuttal may be submitted by the reprimanded employee and/or the Association to the Sheriff for review and filing in the investigation file with the reprimand. The Sheriff's decision on review is not subject to appeal.
- 32.4 Timelines specified in this Article may be waived or extended only upon mutual written agreement of the parties.

ARTICLE 33 – LAYOFF AND RECALL

33.1 Layoff.

- A. Classification to be Reduced. The County shall determine the classes and numbers of positions to be affected by layoff. The Sheriff shall request the Personnel Department to prepare a layoff list for each classification to be reduced. The Personnel Department shall supply the Association with copies of seniority and layoff lists for each classification not less than twenty-one (21) calendar days before the effective date of layoff.
- B. Layoff List. In the event of layoff, employees shall be laid off in the inverse order of their classification seniority as defined in Article 14.
- C. Notification of Layoff. In every case of layoff of an employee, the employee and the Association shall be notified in writing twenty-one (21) calendar days before the effective date thereof. The notice shall state (1) the effective date of layoff, (2) that the layoff is for reasons not reflecting discredit on the employee, and (3) that the employee has the right to bump, but must exercise this option within seventy-two (72) hours of notification of layoff.
- D. No employee represented by WCPOA shall be laid off due to lack of work or lack of funds prior to all non-represented part time, temporary, seasonal or variable hour employees performing bargaining unit work of the WCPOA.

33.2 Bumping.

- A. Bumping Rights. An employee who is laid off may “bump” to an equal or lower classification in the bargaining unit, provided that the employee is qualified for the work involved and has greater seniority in the bargaining unit than the least senior employee in the classification the employee seeks to bump into.
- B. Bumping Restricted to Classification Groups. Bumping shall be permitted within classification groups and lower classifications in which the Sergeant has previously worked and has seniority rights. For definitional purposes, the following classification groups are identified: (1) Jail Sergeant and Enforcement Sergeant; (2) Detective, Enforcement Corporal, Enforcement Deputy, Civil Deputy, Recruit Deputy; (3) Jail Corporal, Jail Deputy, Civil Deputy, Jail Recruit; and (4) Forensic Analyst, Forensic Technician 2 and 1, Evidence Officer Senior, 2 and 1.
- C. Requests to Bump. Employees to be laid off shall submit written requests to bump to the Sheriff with a copy to the Association within seven (7) calendar days of the date of official notification of the layoff. The County shall notify the employees and Association in writing whether bumping requests are granted or denied. If denied, the reasons shall be stated. If a written request to bump is granted, the

employee bumped shall, in turn, acquire the rights under this Section.

- D. Bumping into the Bargaining Unit. A non-bargaining unit employee has no bumping rights to displace a represented employee. If a vacancy exists, any eligible employee may voluntarily be placed into a bargaining unit position for which they qualify.

33.3 Recall. Employees shall be recalled from layoff in the reverse order in which they were laid off provided the employee is qualified. The term of eligibility for recall of a laid-off employee shall be eighteen (18) months from the date of layoff. If an appointing authority refuses to reinstate a laid-off employee certified to a vacancy in a classification for which the employee qualified, the refusal shall be deemed a dismissal, and shall be subject to the provisions concerning discharge and discipline in this Agreement.

33.4 Rate of Pay on Appointment from Layoff List. When an individual is appointed from a layoff list to a position in the same class in which the person was previously employed, the employee shall be paid at the same salary step at which such employee was being paid at the time of the layoff. The employee shall begin to accrue benefits and status toward merit increases as if there has been no break in service.

33.5 Removal of Names from Recall List.

- A. The Human Resources Division may remove the name of a person from a recall list if the laid off employee fails to return to work within sixteen (16) days from actual written notice of the recall. Actual notice shall consist of written notice sent by certified mail.
- B. The failure by the employee to return to work within twenty-one (21) days of the sending of written notice of recall by certified mail shall result in the employee's name being removed from the recall list.
- C. The County shall notify the Association in writing upon the sending of any certified mail notice in Section 33.5, of the names, addresses and telephone numbers of the employees receiving such notices. The County shall also provide the Association with copies of all layoff notices upon the sending of such notices.
- D. Employees on the recall list must advise the County of any changes in address or telephone numbers.
- E. Vacation Leave.
 - 1. An employee who is laid off will be paid for unused vacation leave at their regular rate of pay, provided the employee has completed at least thirteen (13) qualified payroll periods of service and is eligible for vacation benefits. An employee's rate of accrual for vacation leave will remain the same as it was at the time of layoff upon reappointment from the recall

list.

2. Employees who wish not to be paid for accrued vacation time when laid off may request this in writing to the Human Resources Division at least three (3) days before the last day worked. The accrued vacation days will be held for a maximum of eighteen (18) months from layoff. Requests for payment of accrued vacation days must be submitted in writing to the Human Resources Division. Vacation time not paid to the employee will be restored in the same manner as sick leave (see Section 33.5 F) upon reappointment from the recall list.
- F. Sick Leave. Employees who are laid off will retain their accrued sick leave during the time they are on the recall list. Accrued sick leave will become available for use upon reappointment from the recall list. Sick leave is lost when the term of eligibility for recall expires.
- G. Seniority. Laid off employees retain, but do not continue to accrue, seniority during the time they are on the recall list. Seniority is lost when the term of eligibility for recall expires.
- H. Insurance. County paid insurance is discontinued on the last day of the month in which the layoff occurs. Laid off employees may continue to self-pay for health insurance benefits and coverage for up to eighteen (18) months, under certain conditions, if the employee pays the premium. Federal COBRA laws also apply to allow laid off employees to continue coverage.
- I. Salary Administration. Upon reappointment from a recall list, an employee shall receive the same step in the salary range that the employee was on when laid off or demoted. The anniversary date of a recalled employee will be adjusted so that the time spent on layoff or in a lower-level classification will not count toward merit increases.

ARTICLE 34 – NO STRIKE AND NO LOCKOUT

- 34.1 The Association agrees that during the life of this Agreement there shall be neither strike nor work slowdowns.
- 34.2 During the term of this Agreement there will be no lockout of employees represented by the Association by the County. There shall be no lockouts on the part of the County nor suspension of work on the part of the employees. This Agreement is guarantee that for the duration of this Agreement, there will be neither strikes nor lockouts and that all complaints, grievances or disputes arising under its provisions will be settled pursuant to this Agreement’s grievance procedure and/or PECBA dispute resolution process.

ARTICLE 35 – SAVINGS CLAUSE

- 35.1 If any Article or Section of this Agreement or any addition thereto shall be held invalid by operation of law, or by any lawful tribunal having jurisdiction, or if compliance with or enforcement of any Article or Section should be restricted by such tribunal, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement agreement under the terms of ORS 243.702. The purpose of the negotiations shall be to restore to the parties the benefits of the bargain reached by this Agreement before any section of this Agreement was declared unlawful or unenforceable. The parties agree that the labor agreement will not serve or restrict the County's obligation to comply with federal and state law concerning its duty to reasonable accommodate individuals with disabilities.

ARTICLE 36 – TRAINING

- 36.1 For classifications that have mandatory training, the Sheriff's Office and the County will maintain a mandatory training schedule for each fiscal year during the life of this Agreement. It is agreed that training will be provided by the Sheriff's Office and shall be required.
- 36.2 The parties recognize that flexibility in scheduling is needed to provide training to bargaining unit employees. An employee's work schedule may be changed on seventy-two (72) hours' written notice if such change of schedule is necessary due to unanticipated circumstances in order to provide the employee with a training opportunity which has previously been scheduled or on short notice becomes available. The seventy-two (72) hours' written notice may be waived in writing by an employee.
- 36.3 For purpose of training, a short-term shift change may be required if an employee is scheduled to work before and/or after the training. The employee must have a minimum of eight (8) hours' rest between the training and the employee's regularly scheduled shift. If there is less than eight (8) hours between the training and the employee's regularly scheduled shift, the employee will be compensated at a rate of time and one half (1.5) for the number of hours under the eight (8) hour minimum rest period.
- If training is less than four (4) hours, the employee will be compensated at a rate of time and one half (1.5) for the actual training time.
- If the employee is scheduled to work before and after the training, one (1) of the following applies:
- A. If the training is more than four (4) hours and there are eight (8) or more hours between the end of the employee's regularly scheduled shift and the start of the training period, this training period will be considered a temporary shift change and the employee will be working the training shift in lieu of the employee's following regularly scheduled shift.
 - B. If the training is more than four (4) hours and there is less than eight (8) hours between the end of the employee's regularly scheduled shift and the start of training, the employee will not work the employee's shift closest to the training and will be compensated at a rate of time and one half (1.5) for the number of hours under the eight (8) hours minimum required between the training and the shift worked.
- 36.4 An employee's performance in training which is required and provided under this Article may be considered in periodic performance evaluations which may lead to loss of incentive pay.

ARTICLE 37 – DRUG AND ALCOHOL TESTING

37.1 Statements of Principle.

The County and the Association jointly recognize that the use of drugs and alcohol, whether on or off the job or "recreational" purposes or otherwise, which adversely affects job performance, constitutes a serious threat to the health and safety of the public, to the safety of fellow officers, and to efficient operation of the Office.

37.2 Preconditions to Testing.

Before any employee may be tested for drugs and/or alcohol, the County must meet the following prerequisites.

- A. All employees represented by the Association must be clearly informed of what drugs, substances, and/or alcohol are prohibited by the County.
- B. Any testing policy which is applied to any employee represented by the Association must be applied to all Sheriff's Office personnel.
- C. The County and the Association shall jointly select the laboratory or laboratories which will perform the testing. Every two (2) years a list of laboratories shall be maintained that the parties have agreed upon.

37.3 Grounds for Testing.

- A. Random drug testing of any kind is prohibited unless required by State or Federal law.
- B. The performance of drug and/or alcohol testing by means other than the taking of urine sample or breathalyzer is prohibited, for purposes of this Article.
- C. Drug and/or alcohol testing is prohibited unless the County possesses facts that give rise to a reasonable suspicion that an employee is currently or has recently been engaging in the use of illegal drugs or is noticeably impacted such as to be unable to perform the essential functions of their position or is a health and/or safety risk to their co-workers and/or the public.
- D. Testing will be conducted in accordance with the Sheriff's Office drug and alcohol free workplace policy 209 and Class 1/Class 2 Complaint Investigations policy 551.

37.4 Testing Mechanisms. The following testing mechanisms shall be used for any drug test performed on an employee represented by the Association:

- A. Any initial screening test for controlled substances shall be conducted using a

method recognized by state guidelines for workplace drug testing.

- B. Any positive result from the initial screening test shall be confirmed using Gas Chromatography/Mass Spectrometry (GC/MS) or an alternative method recognized as equally or more reliable by federal or state authorities.
- C. In the event that a more reliable testing method becomes available, the Association and the County may mutually agree to use the more reliable testing method or, alternatively, the Association may immediately initiate ORS 243.698 et seq. bargaining with the County.

37.5 Procedures to be Used When the Sample is Given. The following procedure shall be used whenever an employee is requested to give a urine sample and an Association representative/observer, designated by the Association, will be present with the employee throughout the process and procedures:

- A. Prior to testing, the employee will be required to list all drugs currently being used by the employee on a form supplied by the County. This form, and all documents and information concerning drug testing, shall remain confidential pursuant to the terms in Section 37.7 of this Article.
- B. A urine sample will be taken of the employee. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the tested employee.
- C. Immediately after the sample has been given, the test sample will be divided into two (2) equal portions. Each of the two (2) portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. One (1) of the samples will then be sent or delivered to a testing laboratory mutually agreeable to the Association and the County.
- D. The sample sent or delivered to the testing laboratory will first be tested using the screening procedure set forth in Section 37.4(A) of this Article. If the sample tests are positive for any prohibited drug, the confirmatory test specified in Section 37.4(B) of this Article will be employed.
- E. If the confirmatory test is positive for the presence of an illegal drug, the employee and the Association designated representative will be notified of the positive result within twenty-four (24) hours after the County learns of the results and will be provided with copies of all documents pertinent to the test sent to or from the County by the laboratory. The employee and/or the Association will then have the option of having the untested sample submitted to a laboratory of the employee's and/or Association's own choosing. The County will be given a copy of the results from this testing.
- F. Each step in the collecting and processing of the urine specimens shall be

documented to establish procedural integrity and a chain of evidence.

37.6 Consequences of Positive Test Results. The Association on behalf of a represented employee and/or an employee who tests positive shall have the right to challenge the accuracy of the test results. Such employee shall be subject to unannounced testing for a period of one (1) year following the inception of treatment. If the employee violates the terms of treatment or again tests positive during such period, the employee shall be subject to immediate discharge.

37.7 Employee Rights.

- A. The employee shall have the right to an Association representative designated by the Association present up to and including the time the sample is given. Nothing herein shall restrict the employee's right to representation under general law.
- B. If at any point the results of the testing procedures specified in the Article are negative, all further testing shall be discontinued. The employee and the Association will be provided a copy of the results, and all other copies of the results (including the original) shall be destroyed within twenty-four (24) hours after the test results have been received by the County. All positive test results will be kept confidential, and will be available only to the Sheriff, a representative designated by the Association, and the employee.
- C. The Association and an employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the equipment used in the testing process, the chain of custody of the specimen and the accuracy rate of the laboratory.
- D. If the results of the drug test are negative, the Association shall have the right to challenge whether reasonable suspicion existed for the ordering of the test. In such a case, the Arbitrator shall have the power to fashion a remedy that is appropriate under the circumstances. If the results of the drug test are positive, neither the Association nor the employee shall have the right to challenge whether reasonable suspicion existed for the ordering of the test.

37.8 Prohibited Conduct.

- A. The following conduct is prohibited, unless lawfully allowed as part of an official job function or specifically allowed by another Sheriff's Office policy:
 - 1. Possessing, selling, purchasing, distributing or using/consuming any controlled substance;
 - 2. Reporting for work or working under the influence of alcohol or controlled substances including a BAC result of any detectable amount of alcohol;

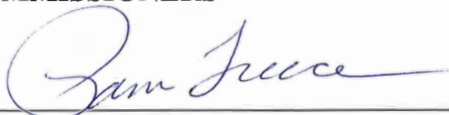
3. Abusing any controlled substance which is lawfully prescribed for the employee's use (i.e. by taking it contrary to the employee's HCP instructions, or by unlawfully obtaining it for the purposes of abuse);
 4. Failure to report use of prescribed medication or over-the counter drugs that may affect the employee's ability to safely perform assigned duties;
 5. Failure to report reasonably known exposure or reasonably known unintentional ingestion of a controlled substance so that appropriate medical steps may be taken to ensure the employee's health and safety;
 6. Failure to comply with "reasonable suspicion testing" and other directives required by the County for enforcement of this Policy. Examples may include tainting, tampering or diluting samples, refusal to test, falsifying information on testing forms, delaying attendance at a testing location, etc.; or
 7. Employees who consume alcohol as part of their work duties shall not do so to the extent of impairing on-duty performance.
- B. Employees are required to report known violations of this Policy. Any staff having a reasonable basis to believe that other staff may be illegally using, possessing, or under the influence of any controlled substance or alcohol while on duty shall immediately report the facts and circumstances via the chain of command.
- C. It is not a violation of this Article for an employee, while functioning as a caregiver/provider for a family member (as defined by FMLA), to follow the recommendations, orders or authorizations of an HCP, and to lawfully obtain and/or possess a medically prescribed controlled substance for the benefit of a family member under the care of an HCP.

37.9 The parties agree that there shall be no expectation of privacy in property provided by the County to its employees, which includes, but is not limited to: desks, file cabinets, files, offices, drawers, equipment, County vehicles, lockers, etc., all of which remain the property of the County, and will be subject to search at the County's discretion without notice. Refusal to cooperate with lawful searches of County property will be considered a violation of this Article and may result in discipline.

ARTICLE 38 – EFFECTIVE DATE AND DURATION

38.1 This Agreement shall be effective upon ratification except as otherwise noted and shall remain in full force and effect until the 30th day of June 2028, and shall be automatically renewed without revision from year to year thereafter unless either party notifies the other in writing by January 1 that it wishes to bargain a successor Agreement. The parties agree that if the WCPOA ECU collective bargaining agreement is opened for successor negotiations, this Agreement shall be reopened for successor negotiations at the same time. This Agreement shall remain in full force and effect during the period of negotiations.

WASHINGTON COUNTY BOARD OF COMMISSIONERS



Kathryn Harrington, Chair of Washington County Board of Commissioners

Dated: 8-26-25

WCPOA – SERGEANT’S UNIT



Frank Ward II, WCPOA President

Dated: 08-18-2025

WASHINGTON COUNTY

Caprice Massey, Washington County Sheriff

Dated: _____

APPROVED AS TO FORM

Adriana Ortega, County Counsel for Washington County

Dated: _____

SCHEDULE A

Washington County Police Officers' Association - Sergeants Unit

FISCAL YEAR 2025-2026 - Effective 07/05/2025

Class	Title	Range		Step A	Step B	Step C	Step D	Step E	Step F
112	Corporal	501	Hour	\$42.52	\$44.66	\$46.89	\$49.25	\$51.65	\$54.24
			Month	\$7,370.13	\$7,741.07	\$8,127.60	\$8,536.67	\$8,952.67	\$9,401.60
			Annual	\$88,441.60	\$92,892.80	\$97,531.20	\$102,440.00	\$107,432.00	\$112,819.20
117	Sergeant	502	Hour	\$56.95	\$59.80	\$62.79	\$65.93	\$69.23	\$72.69
			Month	\$9,871.33	\$10,365.33	\$10,883.60	\$11,427.87	\$11,999.87	\$12,599.60
			Annual	\$118,456.00	\$124,384.00	\$130,603.20	\$137,134.40	\$143,998.40	\$151,195.20

**Corporal range provided in reference for the Sergeant pay range and schedule. Corporal pay schedule is not bargained in this specific CBA*