

~~7.18~~ Employees assigned as pilots in an aircraft shall receive fifteen ~~ten~~ dollars (\$150.00) ~~per~~ hour flight premium.
~~hour flight premium.~~

~~7.19~~ **7.19** LCPOA members in the Sheriff's Office shall receive 3% FTO premium pay for the period of time they are responsible for an employee in a formal FTO program.~~the period of time they are responsible for an employee who is in a formal FTO program.~~

Effective the first pay period following ratification by the COUNTY, employees assigned as Bomb Techs will receive 3% premium pay while engaged as Bomb Techs.

Members of the Interagency Drug Lab Response Team (IDLRT) shall receive a 5% premium pay while actively engaged in lab response/clean up. There shall be no premium pay for training for the IDLRT team.

7.20 Any employee required to be on-call by the COUNTY or Sheriff's Office will receive one hour straight time pay for every day on-call.

7.21 Deferred Compensation

Effective the first pay period following ratification by the BCC, the COUNTY will contribute 2% of the employee's PERS/OPSRP subject wage rate to one of the County's deferred compensation programs.

Employee's will be responsible for opening an account in one of the plans and for assuring that his/her account does not exceed the maximum allowed under IRS rules.

Effective the first pay period following July 1, 2006, the COUNTY will not contribute to the deferred compensation program.

ARTICLE 8

INSURANCE

Insurance Policies

- 8.1 The **COUNTY** agrees to cover its eligible and qualified permanent probationary and non-probationary employees with certain insurance protection and related programs at benefit levels no less than those in effect as of ratification of this *Agreement*. These insurance benefit programs shall include:
- A. Health Insurance. The **COUNTY** shall provide employee and health insurance, with the employee option of an indemnity plan or a health maintenance plan. The **COUNTY** shall contribute an amount equal to the full cost of the least expensive plan option between the HMO and traditional plans. If an employee opts for the more expensive plan, the **COUNTY** will contribute an amount equal to the premium paid for the insurance benefit as of the prior contract year, plus an increase of ten percent (10%) toward such premiums. In the event the premium cost exceeds the 10% increase, the difference shall be shared equally by the **COUNTY** and the employees. Any employee contributions that may be required as a result of this provision shall be effectuated through payroll deduction. Effective January 1, 2006, the annual deductible will be \$100 per year, with a maximum of three deductions per family.
 - B. Dental Insurance. The **COUNTY** shall provide fully paid employee and dependent health insurance, (including adult orthodontic care) with major medical services of not less than those currently provided, or, at the option of the employee, a health maintenance plan. **COUNTY** contribution to be equal under both plans.
 - C. Life Insurance. The **COUNTY** shall provide fully paid employee term life insurance including accidental death and dismemberment in the amount of \$50,000 ~~\$25,000~~, or twice the employee's annual salary, whichever is greater;
 - D. Occupational Life Insurance. The **COUNTY** shall provide fully paid employee occupational life insurance in the amount, of \$10,000 in-accordance with ORS 243.005 through 243.055;
 - E. Long Term Disability. The **COUNTY** shall provide fully paid employee long-term disability insurance to provide 66-2/3% of gross income after ninety (90) days of disability; not to exceed the limits of the plan; which shall not be decreased during the life of the *Agreement*.

- F. Liability Insurance. The **COUNTY** shall maintain liability insurance or self-funded protection per ORS 30.285;
- G. Vision Insurance. The **COUNTY** shall provide employee and dependent optical insurance or optical insurance in an amount sufficient for employees to purchase a pair of lens and glasses at a reasonable cost each year.

The **ASSOCIATION** agrees to participate in the Joint Labor/Management Benefits Review Committee. Should this Committee recommend a change in the benefit package to the Board of County Commissioners, the **ASSOCIATION** agrees to meet and seriously consider the Committee's recommendations.

8.2 PERS and FICA Enrollment

The **COUNTY** agrees to enroll each eligible and qualified employee in the following programs:

- A. A.—The Public Employees Retirement System (PERS) or the Oregon Public Service Retirement Plan (OPSRP). The **COUNTY** shall pay the employer's portion of this cost and the employee shall be responsible for the employee's contribution.

Effective the first pay period following July 1, 2006, the COUNTY will pay the employees' 6% IAP contribution.

- B. The Social Security System (FICA), for enrollment purposes, only.

8.3 Retirees' Insurance

- A. Upon retirement, all employees hired on or before July 1, 1987 and who have worked ten (10) full, continuous years prior to age seventy (70), shall be eligible for County-paid health insurance and may transfer from the active group to the retired group, provided such employees are eligible for and receiving PERS benefits.
- B. Upon retirement, all employees hired between July 1, 1987 and July 1, 1993 and who have worked twenty (20) full, continuous years prior to age seventy (70) shall be eligible for County-paid health insurance and may transfer from the active group to the retired group, provided such employees are eligible for and receiving PERS benefits.
- C. To qualify for Public Safety voluntary retirement, employees must be defined as Police Officers under ORS 237. 121 and. ORS 237.610, and be at least fifty (50) years of age. Other employees must be fifty-five (55)

years of age or older or receiving benefits under the **COUNTY** long-term disability program regardless of age.

- D. It is understood that annual adjustments, if any, to health insurance benefits of retired employees will be determined in the sole discretion of the **COUNTY** and may or may not equal those of bargaining unit members.

8.4 Disability

A. Non-occupational Illness or Injury

- (1) After completion of six (6) months of employment, if a non-occupational illness or injury exceeds fourteen (14) consecutive days, the **COUNTY** will provide compensated time off for the period following the elimination period specified above as follows: at the employee's regular rate of pay for the first two (2) weeks, or part thereof, of disability; at ninety percent (90%) pay for the next two (2) weeks, or part thereof; at eighty (80%) pay for the next two (2) week, or part thereof; at seventy percent (70%) pay for the next two (2) weeks, or part thereof; and at sixty-six and two-thirds percent (66 2/3%) for any remaining disability period until the employee is released to return to work up to a maximum of ninety (90) days from the first day of absence. Only leave used during the fourteen (14) day elimination period will be charged against the employee's accrued time management balance. Each employee's existing sick leave balance, if less than 400 hours, as of January 6, 1990, to a maximum of 150 hours shall be preserved in a separate bank known as the Extended Illness Bank. If the employee's sick leave balance is 400 hours or more as of January 6, 1990, 250 hours shall be preserved in a separate bank known as the Extended Illness Bank. Extended illness bank hours may be used for the sole purpose of off-setting the use of time management hours to meet the fourteen (14) calendar day elimination period prior to the start of disability leave. After forty (40) consecutive work hours have been charged to the Time Management balance, the remaining hours of the elimination period shall be charged to any remaining balance in the employee's extended illness bank until the employee has exhausted his/her extended illness bank hours.
- (2) Once an employee has received benefits under this provision, no further time shall be charged against an employee's time management leave until he/she has returned to work and subsequently suffered another illness or injury.

- (3) If the same illness or injury recurs, requiring the employee to leave work, and the employee has returned to work for seven (7) or less calendar days, or if the employee is remaining under a doctor's care and the doctor recommends additional time off for the same illness or injury, no additional time will be charged against the employee's accrued time management leave.
- (4) It is understood that disability leave for any reason shall not exceed that period during which the employee is in fact physically unable to return to work in full capacity, as substantiated by the employee's physician. Return to work in a limited duty capacity shall be counted as part of and shall not extend the ninety (90) day eligibility period.
- (5) It is understood that any time off charged to disability leave pursuant to this Section may require substantiation to the satisfaction of the **COUNTY** prior to compensation. Failure to provide satisfactory substantiation will result in denying compensation and may result in disciplinary action pursuant to Article 15, DISCIPLINE AND DISCHARGE, of this *Agreement*.
- (6) Employees who are on disability leave shall not accrue Time Management (Article 9) or holiday time (Article 10.1-10.4).
- (7) Deputies who have exhausted the 90 calendar days short term disability leave and who have a medical prognosis to be able to return to full duty within the next 90 calendar days may request up to an additional 90 consecutive calendar days without pay. The SO will grant this unpaid leave.

B. Occupational Illness or Injury

In the event of a leave of absence due to an illness or injury covered by Workers Compensation, the following shall apply:

- (1) Employees who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their assigned duties will be paid the difference between their regular salary and compensation benefits for lost time for the first ninety (90) calendar days of the employee's on-the-job illness or injury. Such time shall not be charged against any earned leave balance.
- (2) Employees under this section shall have the option of giving their full Workers' Compensation check to the **COUNTY** and receiving their regular salary.

Subrogation

- 8.5 Any employee who sustains any illness or injury and continues to receive their regular wages from the **COUNTY** shall be obligated to return to the **COUNTY** any payment they may receive reimbursing them for lost wages from a third party(ies). For example, if the employee is a victim in a motor vehicle accident and recovers lost wages from a third party(ies) or the third party's(ies) insurance carrier, the employee must reimburse the **COUNTY** for the disability wages paid to him/her by the **COUNTY**. In addition, it is recognized that the **COUNTY** has a right to initiate or join any proceedings against a third party(ies) to seek reimbursement of disability wages.

The parties recognize that many personal injury claims are settled for less than full value. If an employee believes a settlement of his/her claim against a third person was less than the full value of the claim, whether the employee spent a substantial amount of money in expert fees, court costs, to recover the claim, etc., the employee and the **COUNTY** will meet in an attempt to comprise the **COUNTY'S** right of subrogation. If that cannot be accomplished, the parties will submit it to an Arbitrator pursuant to the grievance procedure to establish an appropriate amount.

ARTICLE 9

TIME MANAGEMENT

Purpose

9.1 It is the purpose of the employee time management program to provide employees with a leave with pay program which is easy to understand, responsive to individual needs, and easy to administer.

Eligibility

9.2 This program covers all employees in the bargaining unit. Employees covered by these provisions shall not be eligible for separate leave benefits covering the following:

- (A) Family Emergency Leave
- (B) Vacation Leave
- (C) Sick Leave (non-occupational or injury leave, excluding disability leave)

Accumulation

9.3 Eligible employees shall accumulate earned leave, based on full-time status, at the following rates:

Months of Bi-Weekly Service	Earned Leave <u>Accumulation</u>	Earned <u>Leave</u>
1-12 mos (0-1 yr)	20.0 days/yr	6.145 hrs/pay period
13-24 mos (1-2 yrs)	23.0 days/yr	7.077 hrs/pay period
25-48 mos (2-4 yrs)	26.0 days/yr	8.000 hrs/pay period
49-108 mos (4-9 yrs)	29.0 days/yr	8.923 hrs/pay period
109-168 mos (9-14 yrs)	32.0 days/yr	9.846 hrs/pay period
169-228 mos (14-19 yrs)	35.0 days/yr	10.769 hrs/pay period
229-288 mos (19-24 yrs)	38.0 days/yr	11.692 hrs/pay period
289 mos +(24 + yrs)	41.0 days/yr	12.615 hrs/pay period

Part-time Employees

9.4 Eligible, part-time employees shall accrue and use time off under this program on a pro rata basis using the percentage of full time the employee was paid in the previous two pay periods as a base.

Existing Vacation

- 9.5 At the time of termination or retirement, any vacation balance shall be paid in cash at the then current salary rate on a one for one basis.

Usage

- 9.6 During the course of the year, absences from work for any reason other than on-the-job illness or injury covered by Worker's Compensation, disability leave as provided for in Section 8.4 of Article 8, or holiday time shall be charged against the employee's accrued leave balance. Earned leave shall accrue whenever an employee is on pay status with the **COUNTY**. Employees do not accrue earned leave when on leave without pay.

Maximum Accumulation

- 9.7 An employee may accumulate earned leave, excluding the separate vacation balance, if any, to a maximum of twice their annual time management accumulation. As of the end of the pay period in which March 31 falls in each year, any employee credited with accrued leave greater than twice their annual leave accumulation shall forfeit that amount above their maximum accumulation. An employee who has acquired the maximum allowable accumulation of earned leave may continue to accumulate earned leave for the balance of the calendar year in which the maximum accrual was reached, provided, however, that the employee must reduce the accumulation to the maximum allowable prior to the following March 31 or forfeit the excess.

Termination

- 9.8
- A. After six (6) months of service, upon the termination of an employee, the employee's accrued time management leave balance as of the date of termination shall be converted into pay at the rate of one (1) hour for each two (2) hours of accrued time management leave.
- B. Employees who wish to use Time Management between the date of notice of termination and the employee's termination will submit a memorandum to the employee's supervisor explaining the reason for the request. If Time Management has not been requested and approved prior to the notification of intent to terminate employment, the employee may be allowed to take Time Management. Employees who have given less than two (2) weeks notice of termination will not be eligible. Employees who give two (2) week's notice will be eligible for up to two (2) days Time Management. Employees who give three (3) or more weeks' notice will be eligible for up to five (5) days Time Management. In no event shall the employee be eligible for more than five (5) days. Approval or denial of all such requests is subject to the reasonable operational needs of

the **COUNTY**. Time Management shall not be approved for the purpose of extending the employee's termination date.

Death

9.9 ~~After six (6) months of service,~~ in the event of the death of an employee, all accumulated earned leave shall be paid to the employee's personal representative, at the current rate of pay.

Scheduling

9.10

A. Employees shall, whenever possible, request time-off in advance. Use of such leave must be scheduled between the employee and the **COUNTY**. When an employee is sick or an unforeseen situation occurs requiring their presence elsewhere, the employee must notify their supervisor as soon as possible.

~~B.B. In the Sheriff's Office~~ There shall be an annual sign up for scheduled blocks of time off, conducted by the **COUNTY** within the two-week period prior to January 15. Employees shall be allowed to select blocks of time not to exceed ~~three (3)~~ ~~two (2)~~ consecutive weeks for such periods on the basis of seniority. Employees may utilize the bid process to select one ~~three~~ ~~two~~-week block or one ~~two~~ ~~one~~-week block. After the initial bid, the employees who selected a ~~two~~ ~~one~~-week block may bid again (by seniority) for their remaining ~~one~~ ~~one~~ week block.

Department of Youth Services Group Workers will submit their request for time-off at least ten calendar days in advance of the requested date(s).

Probationary employees in the Sheriff's Office will be allowed to bid for vacation blocks with the same conditions except that they will not be allowed to bid for blocks that fall within six (6) months of their initial hire date in their present classification. This does not apply to Communications Specialists, or Record Specialists.

C. An employee's request for time off shall not be denied on the premise that it will be granted only if the employee finds a replacement. In addition, if an employee puts in a request for time off and the **COUNTY** does not respond to it within fourteen (14) days from the day it is submitted, the employee may assume that the request has been granted.

Conversion

9.11

- A. Employees may sell accrued time management hours and vacation hours subject to the following restrictions:
- (1) The maximum number of time management hours and vacation hours that can be converted into cash compensation in a calendar year cannot be greater than the number of hours taken in that same calendar year or eighty (80) hours whichever is the lesser.
 - (2) The time management leave hours must be either scheduled or used prior to any conversion pursuant to this provision.
- B. Subsection (1) above notwithstanding, during the last three (3) years prior to retirement, employees may sell up to 200 hours per year of their annual leave accrual at the current rate of pay. Extensions of an employee's scheduled retirement date notwithstanding, no employee will be entitled to this benefit in more than three (3) years.

Substantiation

9.12 ~~9.12~~—It is understood that illness or injury of any duration may require substantiation to the satisfaction of the **COUNTY** prior to compensation.

TM Donation

9.13 The parties agree to add the **COUNTY** TM Donation benefit.

ARTICLE 10

PAID LEAVE

Holidays

- 10.1** In lieu of paid holidays, employees shall accrue holiday time off at the rate of 3.385 hours per biweekly pay period to an accumulation of eighty-eight (88) hours at any one time.
- 10.2** Holiday time/personal time off may be taken at times mutually agreeable between the employee and the **COUNTY** if mutual agreement cannot be reached after the employee has reached eighty eight (88) hours accumulation, then the **COUNTY** may assign time off to be in conjunction with the employee's normal days off to avoid payment of overtime. Compensation for holiday/personal time off shall be at the straight time rate per hour taken.
- 10.3** An employee may accumulate up to a maximum of ninety-six (96) hours if arrangements cannot be made to allow the employee to take holiday time off, and if the employee is unable to take holiday/personal time off due to **COUNTY** requirements, the employee may receive cash compensation at one and one half (1-1/2) times the applicable straight time rate in lieu of future accumulations over ninety-six (96) hours until such time as accommodations can be made to allow time off.
- 10.4** Employees when terminated, who have accumulated holiday/personal time not to exceed the limits above, shall be paid for such holiday time provided that such pay shall be at the straight time rate. If the employee dies, his or her personal representative shall be paid in the same manner.

Bereavement

- 10.5** Employees shall be reimbursed for lost work as a result of a death in the employee's immediate family to a maximum of three (3) day's pay, these days need not be consecutive, or if out-of-state travel is required one (1) week's pay at the regular straight time hourly rate. Immediate family is defined as spouse, children, mother, father, stepmother, stepfather, stepchild, father-or mother--in-law, grandparents, grandparents-in-law, grandchild, brothers and sisters or any other person listed on the "Affidavit for Domestic Partnership" form who is residing in the employee's immediate household. Leaves must be taken within thirty (30) days of death. Exceptions may be granted by the Sheriff of the DYS Director for exceptional circumstances.

Voting Time

~~10.6~~ Employees registered to vote but who are unable to vote in general elections due to work scheduling may be granted sufficient time off with pay to vote. Where such circumstances can be foreseen in advance, such employees are expected to utilize the absentee ballot procedure as prescribed by Oregon Revised Statutes.

Jury Duty

~~10.67~~ An employee called for jury duty, or subpoenaed as a State's witness in any municipal, **COUNTY**, State or Federal Court shall, upon receipt by the **COUNTY** of all fees paid to the employee for such service, be reimbursed for loss of wages incurred as a result of such service. In addition, said employees shall be reassigned to day shift while on jury duty by way of administrative shift trade.

ARTICLE 11

UNPAID LEAVE

Leave of Absence

- 11.1 Leave of absence for good cause as determined by the **COUNTY** may be granted by the **COUNTY** provided that such leaves do not significantly disrupt normal **COUNTY** operations.
- 11.2 Leaves of absence shall be without pay except as specified elsewhere in this *Agreement*.
- 11.3 No payment for any leave of absence shall be made until such leave has been properly approved. Requests for such leaves shall normally be in writing and applicable upon written receipt of approval from the appropriate appointing authority stating the terms and conditions of the leave.
- 11.4 With the exception of military active duty, Peace Corps, and leave granted in accordance with paragraphs 11.7 below and Article 3, Section 3.5, a leave of absence without pay may not exceed ninety (90) calendar days, subject to extension on approval of the County Administrator.
- 11.5 An employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned, and the position shall thereupon be declared vacated, except and unless the employee, prior to the expiration of the leave of absence, has furnished evidence of inability to return to work by reason of sickness, physical disability or any other legitimate reason beyond the control of the employee, and has received approval for an extension of such leave.
- 11.6 Absence of an employee from duty including any absence for a single day or part of a day, which is not authorized by specific grant or leave of absence, or the use of a leave of absence for reasons other than for which it was approved, shall be deemed an unexcused absence without pay and subject to disciplinary action including discharge.
- 11.7 Employees may be granted at the discretion of the **COUNTY** an unpaid leave of absence for up to one year after each five (5) years of continuous service subject to the following conditions.
- A. The employee must request such leave in writing at least six (6) months in advance of the beginning date of the leave. Leaves of absence shall be granted or denied by the **COUNTY** within one month of application of said leave.

- B. Employees returning from this type of leave shall not displace or cause the layoff of any employees employed at the conclusion of the leave, but shall be entitled to the first available vacant position in the classification held at the time the leave commenced.
- C. To be eligible to return from such leave, the employee must meet the minimum health and employment standards and be capable and qualified to perform the job.
- D. Upon return, the **COUNTY** shall reinstate all contractual and **COUNTY** rights and benefits, including seniority rights not exhausted or withdrawn. Such rights and benefits shall be at the same level as they were at the time the leave of absence began. Seniority shall be calculated by deducting the actual time of the leave from the employee's length of continuous service.

ARTICLE 12

ALLOWANCES AND EQUIPMENT

Uniforms, Protective Clothing and Tools

- 12.1** The **COUNTY** retains the exclusive right to determine which employees shall be authorized and allowed to wear an officially designated uniform representing the Sheriff, the Sheriff's Department and/or the **COUNTY** while acting in the capacity of an employee of the **COUNTY**.
- 12.2** The **COUNTY** shall retain the exclusive right to determine the style, color, material, identifying patches, badges and the specifications of any authorized and officially designated uniform, to include any equipment utilized by an employee to perform and accomplish their authorized official duties.
- 12.3** Authorized uniforms and required duty-rated equipment shall be furnished by the **COUNTY** to all new employees required to wear a uniform or carry, and use specified equipment. These items, when required by the **COUNTY**, include: headwear, Sam Brown belt and leather accessories, holster, on-duty handgun, bullet-resistant vest, Sheriff's badge, shoulder patches, name tags, jacket and baton, footwear^{2*} and may include other items, accessories and equipment authorized, approved and required by the Sheriff. Excluded are socks, underclothing, ~~footwear~~ and trouser belts, even though the **COUNTY** may require these excluded items to be specific in colors for color coordination if the item can be viewed at any time by the public while the employee is in uniform. Replacement of worn or damaged uniforms and **COUNTY**-furnished equipment shall be furnished by the **COUNTY** upon inspection, approval and return of the worn or damaged item to the **COUNTY**. Employees may be required to replace at their own expense lost or stolen items when, in the judgment of the **COUNTY**, the item was lost or stolen due to the negligence of the employee. Costs for uniform cleaning, general maintenance and related costs are the employee's responsibility. The **COUNTY** shall furnish at its expense the weapons and ammunition as recommended by the firearms committee and ensure that all deputies who are required to be armed in the course and scope of their employment shall be furnished with a properly fitting bullet resisting vest. The **COUNTY** shall establish a program for replacing vests as their life expectancy has expired.

Alterations and tailoring shall be accomplished only with the approval of the **COUNTY**.

² Footwear- The SO to determine style, make and model. Exceptions will be granted if there is a medical need, but must still meet overall standards. There will be a four person committee to work out the details of the footwear provision, two appointed the the SO and two appointed by LCPOA. It is agreed that the provision will not be effective until the committee has determined the process.

- 12.4 Personal clothing and equipment damaged beyond normal wear and tear or stolen as a direct result of duty related activities shall be repaired, or the employee shall be reimbursed at an amount, not to exceed \$500 per year.
- 12.5 Nothing in this section shall impair any right pertaining to safety held by the **ASSOCIATION** or its members under federal or state law.

Expense Reimbursement

- 12.6 Employees required by the **COUNTY** to remain overnight outside their immediate area of residence shall receive reasonable reimbursement of actual expenses incurred for lodging and meals. Hotel accommodations should be appropriate to the purpose of the trip, and when possible, accommodations should be obtained at commercial rates. Employees may choose a "meals and lodging" per diem rate with advance notification, and will be paid in lieu of individually-receipted expenses. The per diem rate will be determined by the APM.
- 12.7 Receipts for lodging expenses are to be turned in with the report of expenses incurred. Receipts for meals shall not normally be required.
- 12.8 Employees required to use personal vehicles in the performance of job duties or who are required to work at a location other than their established reporting place shall be reimbursed mileage expenses at the then current rate as established by the **COUNTY**.

Tuition Assistance

- 12.9 Members of the bargaining unit may be eligible for tuition and fee reimbursement for courses of higher education undertaken while employed by the Department of Public Safety or Department of Youth Services subject to the following conditions:
- A. Courses must be reasonably related to the performance of the employee's current duties, fulfill related degree requirements, any classes approved by the employee's supervisor or to prepare the employee for promotion within the Department, and based on educational requirements of the **COUNTY**.
 - B. Courses must be taken at an accredited college or university.
 - C. Reimbursement will be for 100% of the tuition and fees only. Books, transportation and related expenses will be the responsibility of the employee.

- D. Requests for tuition and fee reimbursement must be submitted in writing prior to the start of the course identifying the specific course requested, tuition and fee cost of course and identify how this course reasonably relates to the performance of the employee's current duties or promotion within the Department.
- E. Approval for tuition and fee reimbursement must be granted by the Department Head or his designee, which shall be the Training Coordinator, before the course begins.
- F. Approval or denial of tuition and fee reimbursement requests shall be at the discretion of the Department Head or his designee.
- G. Approval of tuition and fee reimbursement shall not be construed as tacit agreement by the **COUNTY** to provide time off to attend class. Arrangement of time off shall be the responsibility of the employee, using the available contractual means, including personal time, vacation time, leave without pay, and/or shift trades.
- H. Employees shall not be eligible for reimbursement if they are otherwise eligible for G.I. benefits or are receiving other scholarship or financial aid (except student loans) for education purposes. Further, reimbursement for tuition and fees as provided in this Article shall not include student loans that the employee must repay in full. The employee must provide proof of the repayment *Agreement* from the lender and demonstrate that all repayment conditions of said *Agreement* are being met.
- I. In order to be reimbursed proof must be presented by the employee that the employee completed the course with a grade of "C" or better. The **COUNTY** may request proof that the course was paid for by the employee and not by another government agency, or grant or loan program.

Parking

12.10 The **COUNTY** may continue its past practice of charging for parking at work sites, except that free parking will continue at the main Lane County Correctional Facility and the Department of Youth Services John Serbu Youth Campus. The **COUNTY** shall not raise its rates for parking for bargaining unit members during the life of this *Agreement*.

Training Opportunities

12.11 The **COUNTY** agrees to provide at least forty (40) hours of training opportunities for DPSST certified employees per year as required by State statute and or rules.

ARTICLE 13

SENIORITY/LAYOFF AND RECALL

Definition

13.1 Seniority is defined as total length of classified service from date of hire with the **COUNTY** within the affected department, uninterrupted by voluntary quit, termination or resignation. In the event of an unpaid leave of absence in excess of thirty (30) calendar days other than for military duty or jury, duty granted in accordance with Article 11, Section 11.1 of this *Agreement*, the actual time of such leave shall be deducted from the employee's continuous service seniority accumulation. In case of a tie, the status of the employees will be determined by lot.

Continuous Service

- 13.2** Continuous service shall be service unbroken by separation from the **COUNTY** service, other than by military, Peace Corps, vacation, disability leave or **ASSOCIATION** leave in accordance with Article 3, Section 3.5. Time spent on other types of authorized leave will not count as time of continuous service except that employees returning from such leave, or employees who were laid off, shall be entitled to credit for service prior to the leave or layoff.
- 13.3** Employees promoted or reclassified to positions outside the bargaining unit shall retain the seniority accumulated while serving in a position within the department now represented by the **ASSOCIATION**. Seniority for the purposes of this Section shall continue to accrue.
- 13.4** New employees shall not accrue seniority until successful completion of the probationary period. Upon successful completion of the probationary period, the total length of the probationary period from date of hire within the department may then be applied as seniority.
- 13.5** Where otherwise equal, as determined by the **COUNTY**, in performance, fitness and job skills relative to the bargaining unit position as opposed to the classification, the **COUNTY** agrees to recognize and consider seniority in respect to promotion, demotion, except demotion for disciplinary reasons, and permanent transfers from one position to another. Promotions to the rank and position of sergeant shall be made exclusively from members of the bargaining unit.
- 13.6** Layoff shall be in the inverse order of seniority. If approved by the **COUNTY**, an employee may elect to be subject to layoff even though their seniority may be greater than that of an employee scheduled for layoff.

- 13.7** Should a layoff or elimination of a position occur, the employee with the least seniority within the affected classification shall move to a lesser classification in the same series within the same department, provided that the employee's seniority is greater than that of any employee in the lesser classification. Then the least senior employee or employees displaced would have the same right to move to the next lower classification in the same series within the same department. This same procedure is applicable to supervisory personnel entering the bargaining unit for the same reasons subject to 13.8 of this section. In the event the **COUNTY** shall elect to fill any existing vacancies within the bargaining unit and/or establish new positions within the existing classifications, those employees who previously held the vacant position or new position shall be reinstated into the vacant or new position without re-testing for a period of three (3) years from the date the employee vacated their position and moved to a lesser classification. This reinstatement by an employee who has previously held that vacant or new position shall be accomplished by reinstating the employee with the greater seniority in the next lower classification.
- 13.8** Current supervisory non-bargaining unit employees may become members of the bargaining unit by means of demotion, transfer, reclass or recall into a bargaining unit position and shall maintain seniority from date of hire with the Sheriff's office or Department of Youth Services of Lane County. Supervisory non-bargaining unit employees entering the bargaining unit shall enter the same bargaining unit classification held at the time of promotion. If a supervisor enters the bargaining unit, their salary will remain the same if it is within the salary range of the lower classification or be adjusted to the nearest corresponding pay step of the lower classification, but if their salary exceeds the maximum of the salary range of the lower classification, then they shall receive the maximum salary of the lower classification, unless the reason for entering the bargaining unit was for disciplinary reasons. Supervisory non-bargaining unit employees entering the bargaining unit as a result of voluntary demotion or a non-disciplinary demotion which occurred while the supervisor was on promotional probation, shall enter the same bargaining unit classification held at the time of promotion and pay step they would have attained had they remained in the bargaining unit.
- 13.9** The **COUNTY** shall furnish to the **ASSOCIATION** upon request a current seniority list on a biannual basis.
- 13.10** Recall shall be in the inverse order of layoff. If an employee is offered recall to a lower classification as listed above, and refuses said offer, the employee will only be eligible for recall to the classification held at the time of layoff.
- 13.11** The seniority of an employee who has completed probation shall be protected for a period of three (3) years during layoff, provided that such employee has not been given an opportunity to return to work in their same classification. The **COUNTY** shall recall an employee on the layoff list by personal service or by

registered or certified mail, return receipt requested, to the employee's address as shown in the **COUNTY'S** records. If the employee does not respond within 14 days of receipt of the letter, or if the letter is returned as undeliverable because the employee is not at the address shown, the employee shall lose his or her recall rights. The employee is responsible for keeping the **COUNTY** informed of the proper address for service of a recall notice.

This provision shall apply to employees already on the layoff list on the date of the arbitration award which puts the provision into effect but no employee shall be responsible for keeping the **COUNTY** informed of his or her changes of address unless the **COUNTY** can show that employee has been given actual notice of that responsibility.

13.12 An employee who accepts recall to a lower classification shall retain recall rights to their original classification held at the time of layoff for three (3) years from the date of original layoff.

13.13 The **COUNTY**, upon request, shall furnish the **ASSOCIATION** with a current list of all bargaining unit employees on layoff status with recall rights.

13.14 It is neither the spirit nor intent of this *Agreement* that employees shall be laid off for the sole purpose of avoiding the terms of this *Agreement*.

13.15 In the event of a tie in length of service, seniority will be established by the highest entrance examination score; then in case of tie, by lot.

13.16 All uses of seniority specified by this *Agreement* shall be subject to the reasonable operational requirements of the **COUNTY**. The **COUNTY** shall advise the **ASSOCIATION** whenever the **COUNTY** departs from the *Agreement's* seniority requirements. In any grievance or arbitration filed over alleged violation of such a provision, the **COUNTY** shall have the burden of establishing that the reasons given to the **ASSOCIATION** constitute reasonable operational requirements and required such a departure, but an arbitrator shall not find the **COUNTY** to have violated the *Agreement* in such a case unless its action was arbitrary or in bad faith or its judgment was clearly wrong.

Nondiscrimination

13.17 It is recognized and agreed that should a bona fide occupational qualification exist which requires personnel action out of the order of seniority as defined by this *Agreement* that the **COUNTY** may take action appropriate to the bona fide occupational qualification.

ARTICLE 14

PROBATION

- 14.1** The probationary period is an integral part of the employee selection process and provides the **COUNTY** and the probationer an equal opportunity to observe each other to determine the desirability of a continued working relationship. As part of the selection process it likewise provides each with an equal opportunity to discontinue that working relationship at any time during the established probationary period.
- 14.2** The **COUNTY** reserves the right, as part and parcel of the selection process, to reject any probationary employee during the initial probationary period without recourse, if in the **COUNTY'S** opinion such rejection is in the best interest of the **COUNTY**. In the event of the rejection of a probationary employee, the **COUNTY** shall notify such employee two (2) weeks prior to the effective date of such rejection, or at the option of the **COUNTY**, shall provide two (2) weeks pay in lieu of such notice.
- 14.3** New bargaining unit employees employed in classifications represented by Lane County Peace Officers Association shall serve an initial probationary period of twelve (12) continuous months worked. The probationary period may be extended up to an additional twelve (12) months with the mutual agreement of the **ASSOCIATION**.
- 14.4** Employees in one classification who are transferred to another classification, other than by reasons of reclassification, shall serve a probationary period equal to that which a new employee would serve, subject to the same extension provided in paragraph 14.3 above. Such employees who fail, as determined by the **COUNTY**, to satisfactorily meet the requirements of the new classification at any time during such probationary period, shall be returned to the previously held classification.
- 14.5** Any Probationary employee not notified of performance deficiencies noted during the first one half (1/2) of the probationary period may assume such performance has been acceptable to date. It is understood that such acceptable performance does not presume continued employment for the balance of the probationary period.

ARTICLE 15

DISCIPLINE AND DISCHARGE

- 15.1** An employee who has completed the probationary period as defined in Article 14 of this *Agreement* shall not be disciplined or discharged without just cause.
- 15.2** Disciplinary action shall be accomplished in a manner which affords the employee the most protection possible from embarrassment before other employees, supervisors or the public.
- 15.3** When the **COUNTY** intends to take disciplinary action, with the exception of verbal reprimands, the **COUNTY** shall notify the non-probationary employee and the **ASSOCIATION** in writing of the charges against the employee and the proposed disciplinary action, and shall provide the employee with the opportunity to respond to the charges at an informal hearing which may be recorded, with the person or persons having authority to impose the proposed disciplinary action.
- A. The non-probationary employee whose discipline, with the exception of verbal reprimands, is being considered shall be granted seven (7) calendar days or more, at the discretion of the **COUNTY**, to prepare for the disciplinary hearing.
 - B. The employee shall be entitled to have a representative assigned and approved by the **ASSOCIATION** at the pre-disciplinary hearing for the sole purpose of providing legal counsel or advice to the employee.
- 15.4**
- A. The parties agree to an expedited written reprimand due process procedure as follows:
 - B. Written notification to the employee that:
 - 1. The employee may receive discipline no greater than a written reprimand;
 - 2. The facts upon which the discipline shall be based;
 - 3. A date on which the employee and his **ASSOCIATION** Representative must be present for receipt of this discipline, provided that date is no sooner than seven (7) days from service of this written notification. (This notice is subject to mutual waiver)
 - 4. Notification to the **ASSOCIATION** of the potential discipline and interview date.

15.5

- A. In the event a complaint is levied against an employee that causes the **COUNTY** or Sheriff's Office to assign an Internal Investigation number in the Sheriff's Office or conduct a formal investigation in Youth Services, the following protections shall accrue to the employee being investigated:
1. Prior to an interview of the employee as provided herein, the employee shall be given notice of the nature of the complaint and the basis of the allegations levied against said employee.
 2. If the employee is to be interviewed and if the investigation could reasonably result in the employee's discipline or if the employee requests to have a representative present, said employee shall be given a reasonable amount of time, not to exceed forty-eight (48) hours, to secure the representative assigned and authorized by the **ASSOCIATION**.
 3. Any complaint not placed in writing shall **not** serve as the basis of an Internal Affairs investigation.
 4. During such an investigation, the employee subject to said investigation shall not be directed by the Department to appear in front of a non-supervisory complainant or a complainant from the general public. Further, the employee shall not be directed by the Department to appear in front of a supervisor who is a material witness in the matter or who has a direct personal interest in the outcome of the investigation.
- B. Nothing herein shall restrict the **COUNTY/SO** from making basic inquiries of employees concerning incidents or matters not subject to an Internal Affairs investigation. It is understood, however, that during such inquiries, employees could, under reasonable circumstances, invoke their Weingarten Rights.

ARTICLE 16

PERSONNEL RECORDS

- 16.1** The **COUNTY** shall maintain records relative to the status of an employee consistent with the Oregon public records law. Such records collectively are to be referred to as the "personnel record" and shall be maintained in the Department of Public safety or Department of Youth Services, the **COUNTY** Human Resources Division, and the **COUNTY** Payroll division of the Department of Finance and Management Services. The personnel record in part or in total may be viewed by an employee accompanied by their designated **ASSOCIATION** representative upon request and at reasonable times that do not disrupt normal **COUNTY** operation and pursuant to an appointment. Copies will be provided by the **COUNTY** upon request at normal established fees for such copies.
- 16.2** Employees are assured that personnel records are private and confidential except as prohibited by existing law or order of the court. It shall be so understood that any document added to an employee's personnel record without the employee's knowledge shall not be considered in any action affecting said employee. Any member of the bargaining unit may initiate a grievance on any document of a negative or derogatory nature placed in their personnel record without their knowledge.
- 16.3** Documented oral reprimands shall not be placed in the official personnel file and shall be considered only when evaluating the performance of an employee or to indicate the progressiveness of discipline. Written reprimands may be placed in the official personnel file but, with the exception of those which address violations of applicable policies regarding sexual harassment, such documents shall not be considered in determining the degree of future discipline if the employee has not received any disciplinary action for a period of twenty-four (24) months from the date the letter of reprimand was issued and subsequently placed in the personnel record.
- 16.4** The employee may respond in writing to any item placed in his or her personnel record. Such response shall become a part of the record if submitted no later than ten (10) days from the date the employee had knowledge of the item and that the item was to be placed in the employee's personnel record.
- 16.5** Supervisors may maintain active evaluation files of personnel notes. Employees will have access to review those notes upon reasonable notice to the supervisor. Such notes shall not be used after the performance evaluation has been completed and reviewed by the employee regardless of whether or not the supervisor actually used the notes in completing the evaluation.

ARTICLE 17

GRIEVANCE PROCEDURE

- 17.1 The purpose of this procedure is to secure, at the lowest possible level, mutually acceptable solutions to grievances which may arise from time to time affecting bargaining unit employees.
- 17.2 Should a disagreement arise concerning the interpretation or application of the provisions of this *Agreement*, or as to the performance of the obligations herein, such disagreement shall be settled according to the terms hereinafter provided. An employee, at his discretion, may elect to be represented by the **ASSOCIATION** up to and including Step 3 of this procedure.
- 17.3 It is understood the reference to "date of occurrence" herein shall mean the date the aggrieved employee had or should reasonably have had knowledge of the impending or actual occurrence.
- 17.4 Notwithstanding the provisions, and/or designated representative of Step 1 below, it is understood that the aggrieved party is obligated to attempt to resolve the matter informally, however, for the purpose of preserving time limits, the aggrieved party and/or representative may formally submit the particulars of the grievance to the applicable supervisor pending conclusion of the informal attempt. Applicable supervisor shall mean the first supervisory person with the authority to respond with a proposed resolution on behalf of the **COUNTY**.

STEP 1

A. The aggrieved party or designated representative shall first attempt to informally resolve the issue with the applicable supervisor. In the event such attempt is unsuccessful, the aggrieved party shall refer the grievance in writing to the applicable supervisor, within fourteen (14) calendar days of the occurrence of the grievance. The notice shall include.

- (1) A statement of the grievance and relevant facts,
- (2) Applicable portions of the contract, and
- (3) Remedy sought.

B. The supervisor shall attempt to resolve the grievance and shall furnish a written statement of his position within seven (7) calendar days.

STEP 2

If the grievance cannot be resolved in Step 1 above, or the supervisor has not submitted a written reply within seven (7) calendar days, the grievance shall be referred by the aggrieved party or designated representative in writing to the Department Head or the Department Head's designated representative within seven (7) days from the date of the Step 1 response or date when said response is due. Upon receipt of the second level filing, the Department Head or the Department Head's designated representative shall investigate the particulars of the grievance and shall attempt to resolve the issue within seven (7) days of receipt, and shall furnish a written reply to the aggrieved party within that time period.

STEP 3

- A. If, after proceeding through Step 2 the grievance is still unresolved, the aggrieved party or designated representative may refer it to the Department Head no later than seven (7) days from the date of the Step 2 response or date when said response is due, who shall designate the **COUNTY'S** Employee Relations Coordinator and one other management person to act on his behalf to meet with **ASSOCIATION** representatives on behalf of the employee for the purpose of reviewing the grievance and of making a recommendation to the Department Head for resolution. The Committee shall meet no later than thirty (30) calendar days after the commencement of Step 3 of the grievance procedure.
- B. Should the **COUNTY** be the aggrieved party, the matter shall be introduced at this step.

STEP 4

If the Committee is unable to reach a consensus regarding a resolution or the Department Head fails to accept the recommendation of the committee, the matter may be referred by the ~~COUNTY~~ or the **ASSOCIATION** to an arbitrator for final determination, provided that such referral shall take place within ten (10) calendar days from the conclusion of Step 3 above or thirty (30) days after commencement of the Step 3 procedure, whichever comes first, unless the time limits are mutually waived by both parties.

- 17.5 The ~~ASSOCIATION~~ party pursuing the matter to arbitration shall be responsible for initiating the request for selection of an arbitrator. In the event the respective representatives of the **COUNTY** and the **ASSOCIATION** cannot agree to the selection of an arbitrator within seven (7) days, final selection shall be accomplished with one party, to be determined by lot, first striking off one of the five (5) names submitted by the State Mediation and Conciliation Service and thereafter the parties alternately striking names until one name remains.

- 17.6 The arbitrator shall have no authority to alter, modify, amend, vacate or change any terms or conditions of this *Agreement*, to substitute his judgment for that of either party in any instance where the parties have exercised their rights under the terms of this *Agreement*, nor shall the arbitrator decide on any condition which is not specifically treated in this *Agreement*.
- 17.7 The decision of the arbitrator shall be submitted within thirty (30) calendar days following the presentation of the case, and such decision shall be final and binding on both parties.
- 17.8 The cost of the arbitrator shall be borne by the losing party, and the arbitrator shall identify the losing party. **COUNTY**, and the **ASSOCIATION** shall assume individual liability for the cost of their respective witnesses.
- 17.9 All meetings and hearings under this procedure shall be kept informal and private, and shall include only such parties in interest and/or designated representatives as referred to in this Article.
- 17.10 All information relative to the grievance and resolutions accomplished via the procedure shall be considered exempt from public disclosure to the extent allowed by law.
- 17.11 The **ASSOCIATION** shall designate authorized representatives to investigate and process grievances on behalf of the **ASSOCIATION** and shall notify the **COUNTY** of any changes in such authorization.
- 17.12 All grievance proceedings and reasonable investigation time, where practicable, shall be held during the regular hours when the Courthouse is open, on **COUNTY** premises and without loss of pay or recrimination to the aggrieved party or a designated representative. It is understood that the **COUNTY** shall not incur overtime liability as a result of such proceedings or investigations.
- 17.13 Any time limit in this procedure may be extended for reasonable cause by mutual agreement and be binding on both parties. Such agreement, when practicable, shall be reduced to writing and signed by both parties. Failure by the aggrieved party and/or designated representative to properly observe time limits as stated without such agreement shall cause the grievance to become null and void.
- 17.14 Should the appropriate management personnel fail to respond to the grievance at any level within the time limits prescribed, exclusive of the provisions of paragraph 17.13 above, the grievant may immediately appeal to the next higher step in the procedure.

17.15 A grievance may be terminated at any time upon receipt of a signed statement from the employee, or duly designated representative, stating the matter is no longer at issue.

ARTICLE 18

DEFENSE AND INDEMNIFICATION

18.1 Reimbursement

The COUNTY agrees to reimburse an Association member for the reasonable, usual and customary legal fees charged by an attorney as a direct result of criminal charges against the Association member or a grand jury appearance against the Association member in which the member is a suspect in a criminal case arising out of conduct in the course and scope of the Association member's performance of his or her duty as an officer for LANE COUNTY. The County's obligation of reimbursement is subject to the conditions set for the in sections for 18.2 Reimbursement Procedure.

18.2 Reimbursement Procedure. To receive reimbursement under this Article, the Association member must select an attorney from a list of attorneys that has been mutually agreed upon by the ASSOCIATION and the County Counsel. Neither party shall unreasonably oppose the inclusion of an attorney on the list.

(1). Within sixty (60) days of the execution of this Agreement, the ASSOCIATION shall submit to the County Counsel the names and professional biographies of the attorneys the ASSOCIATION proposes for inclusion on the list. If the County Counsel does not object to an attorney on the list within twenty (20) working days, the attorney shall be included on this list. The names on the list shall be reviewed every six (6) months upon the request of either party. As a condition to subsequent reimbursement by the COUNTY, the Association member shall notify the ASSOCIATION and the COUNTY within three (3) calendar days of the selection of an attorney under these provisions. If no attorney on the list is available to represent an Association member, the Association member may obtain another attorney of his or her choosing, licensed to practice in Oregon and having a principal place of his or her practice in the Lane County area, and so long as the County's obligation to reimburse will arise only if the County Attorney receives written notice of the selected attorney from the ASSOCIATION within three (3) calendar days of the Association member or ASSOCIATION learning of the lack of availability of an attorney from the predetermined list.

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

(3). Billing. Before becoming obligated to reimburse an Association member under this Article, the **COUNTY** shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of the time spent and a brief description of the purpose of such time. The hourly breakdown must be received by the **COUNTY** within 60 days of the conclusion of the grand jury or criminal proceedings against the Association member. The attorney shall account for and value time at the attorney's usual and customary rate, and if there is a range of rates usually and customarily utilized by the attorney, then at the rate most favorable to the client, not to exceed \$150.00 per hour. If the **COUNTY**, in its discretion, feels the charges exceed the reasonable, usual and customary fees normally charged, the parties shall submit the matter to the Oregon State Bar Fee Arbitration program for resolution. In any Fee arbitration proceedings, the **COUNTY** may assert any position that the Association member could assert in a direct dispute between the Association member and the attorney.

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

18.3. Denial of Reimbursement. Reimbursement will not be made in those instances where:

a. The Association member was not performing within the course and scope of his or her duties as an officer of **LANE COUNTY**;

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

c. The Association member is disciplined based on the Association member's actions which formed any part of the basis for the possible criminal liability, unless the Department's disciplinary action is set aside in total on grievance appeal. If the matter is taken to arbitration, the arbitrator shall not hear or consider any evidence of attorney's fees or exposure to attorney's fees as relevant to the issue of whether discipline is appropriate;

d. The Association member resigns his or her employment with the **COUNTY** for any reason;

e. The **COUNTY** shall have no obligation under this provision to reimburse an Association member in any instance where the Association member or the **ASSOCIATION** elects to have counsel for the **ASSOCIATION** represent the Association member involved in the incident at any stage of the criminal proceeding, including, but not limited to, any grand jury proceeding;

f. The COUNTY shall have no obligation under this provision to reimburse an Association member for costs or legal fees associated with representation at pre-disciplinary procedures, grievance, arbitration or other civil proceedings;

g. Nothing in this provision obligates the COUNTY to pay or reimburse the ASSOCIATION, or counsel for the ASSOCIATION, for any work by the ASSOCIATION or counsel for the ASSOCIATION that is related to the rights of the ASSOCIATION or its members under this provision

18.4 Reimbursement Due Date. Any reimbursement required by the COUNTY shall be made only at the conclusion of all criminal and disciplinary proceedings against the Association member relating to or arising out of the incident and, without intending to limit any private payment arrangements between the Association member and his or her attorney, are subject to the following monetary maximums:

a. Legal fees relating to a grand jury investigation and/or appearance shall not exceed \$5,000.

b. Legal fees relating to post-grand jury indictment or other charging instrument shall not exceed \$10,000.

c. Total legal fee reimbursement shall not exceed \$15,000.

d. Total legal fee reimbursement under these provisions for any number of Association members shall not exceed \$60,000 during any fiscal year. Nothing in this provision shall preclude the ASSOCIATION from reimbursing any member for legal fees incurred.

ARTICLE 1918

SAVINGS AND FUNDING

Savings Clause

19.118.1 Should any Article, Section or portion thereof of this *Agreement* be held unlawful and unenforceable by any tribunal of competent jurisdiction, such decision of the tribunal shall apply only to the specific Article, Section or portion thereof, directly specified in the decisions. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof.

Funding

19.218.2 The parties recognize that revenue needed to fund the wages and benefits provided herein must be approved annually by established law and procedures. All such wages and benefits are, therefore, contingent upon sources of revenue and annual budget approval. The **COUNTY** shall not reduce the wages and benefits agreed to herein because of budgetary limitations but cannot and does not guarantee any minimum levels of employment to any job classification covered by this *Agreement*.

ARTICLE 2149

TERM OF AGREEMENT

~~21.119.1~~ Two years: July 1, 200~~5~~³ through June 30, 200~~7~~⁵.

~~19.221.2~~ If either party serves written notice of its desire to terminate or modify this *Agreement*, the parties shall commence negotiations by April 1 prior to the expiration of the *Agreement* except by mutual consent.

~~19.321.3~~ The provisions of this *Agreement* shall continue during negotiations for a successor, unless either party has terminated the *Agreement*.

EXECUTED FOR LANE COUNTY:

William VanVactor
County Administrator

Russel Burger Jan Clements
Sheriff

EXECUTED FOR LCPOA:

Les Sieczkowski
President LCPOA

Rhonda Fenrich
Counsel for LCPOA