

Umatilla County

Government Policy Manual

UMATILLA COUNTY POLICY MANUAL



On behalf of the Umatilla County Board of Commissioners, it is with great pleasure that we introduce this newly revised and comprehensive Umatilla County Policy Manual.

The manual represents a significant step forward in our commitment to fostering a work environment characterized by clarity, consistency, and fairness. Its primary purpose is to consolidate essential information, streamline operational procedures, and ensure that all county employees have immediate access to the standards that govern our daily work and service to the citizens of Umatilla County.

This new manual brings together all relevant county-wide policies into one accessible, user-friendly resource. It serves as the authoritative source for the expectations, rights, and responsibilities of every employee. It is designed to:

- **Ensure Compliance:** Meet all current federal, state, and local regulatory requirements.
- **Promote Consistency:** Guarantee that policies are applied uniformly across all departments and divisions.
- **Enhance Efficiency:** Provide clear direction to minimize confusion and maximize productive time.

This manual is not simply a book of rules; it is an active reference tool intended to be utilized regularly. We urge all employees, supervisors, and department heads to familiarize themselves with its contents. Understanding the principles and procedures outlined herein is vital for protecting the interests of the County, ensuring the well-being of our staff, and upholding the public trust placed in us.

The successful implementation of these policies depends on the diligence and professionalism of our entire workforce. We are proud of the dedicated service Umatilla County staff provides every day, and we are confident that this new manual will empower us all to serve our community more effectively.

07/01/2026 Date of Adoption

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Chapter 1 - Purpose and Scope

Policy Manual

100.1 PURPOSE AND SCOPE

The manual of the County is hereby established and shall be referred to as the Policy Manual or the manual. The manual is a statement of the current policies, procedures, rules, and guidelines of this county. All employees are to conform to the provisions of this manual.

All prior and existing manuals, orders, and regulations that are in conflict with this manual are rescinded, except to the extent that portions of existing manuals, orders, and other regulations that have not been included herein shall remain in effect where they do not conflict with the provisions of this manual.

100.2 POLICY

Except where otherwise expressly stated, the provisions of this manual shall be considered as guidelines. It is recognized that circumstances may arise that warrant departure from these guidelines. It is the intent of this manual to be viewed from an objective standard, taking into consideration the sound discretion entrusted to employees of this county under the circumstances reasonably available at the time.

100.2.1 DISCLAIMER

The provisions contained in the Policy Manual are not intended to create an employment contract nor any employment rights or entitlements. The policies contained within this manual are for the internal use of the County and shall not be construed to create a higher standard or duty of care for civil or criminal liability against the County, its officials, or its employees. Violations of any provision of any policy contained within this manual shall only form the basis for administrative action, training, or discipline. The County reserves the right to revise any policy content, in whole or in part.

100.3 AUTHORITY

The Board of Commissioners shall be considered the ultimate authority for the content and adoption of the provisions of this manual and shall ensure compliance with all applicable federal, state, and local laws, rules, and ordinances. The Board of Commissioners is authorized to issue directives, which shall modify those provisions of the manual to which they pertain. Directives from the Board of Commissioners shall remain in effect until such time as they may be permanently incorporated into the manual.

The Board of Commissioners shall have the discretionary power to vary or modify the content or application of the provisions of these policies in any case in which the content or application of those provisions would result in practical difficulties or unnecessary hardships. Any such variance shall be reduced to writing and shall include the justification for the action. Variances do not change the overall or continuing applicability of the policy nor create a precedent mandating the granting of future variances.

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100.3.1 DEPARTMENTAL RULES AND REGULATIONS

Departments/divisions of the County may establish and maintain departmental/divisional rules, regulations and procedures. Such rules, regulations and procedures shall be in harmony with the provisions of the overall, general County Policies and those of the applicable Collective Bargaining Agreement and shall be binding on the employee. In the event of conflict, the agreement and these general County Policies shall govern. A copy of such departmental rules and regulations shall be provided to the Board of Commissioners and maintained by Human Resources.

100.4 DEFINITIONS

The following words and terms shall have these assigned meanings throughout the Policy Manual, unless it is apparent from the content that they have a different meaning:

Elected official - Any individual who serves in the County government based upon selection by a public vote, as well as any individual who is appointed or otherwise selected to fill such a position that has been vacated prior to the conclusion of the elected individual's term.

Employee - Any person employed by the County, including:

- Full- and part-time employees.
- Appointed personnel. This does not include persons appointed to fill an elected official vacancy.

Manual - The County Policy Manual.

May - Indicates a permissive, discretionary, or conditional action.

Shall or Will - Indicates a mandatory action.

Should - Indicates a generally required or expected action, absent a rational basis for failing to conform.

Supervisor - A person in a position of authority that may include responsibility for hiring, transfer, suspension, promotion, discharge, assignment, reward, or discipline of other county employees, directing the work of other employees, or having the authority to adjust grievances. The supervisory exercise of authority may not be merely routine or clerical in nature but requires the use of independent judgment.

The term "supervisor" may also include any person (e.g., lead or senior worker) given responsibility for the direction of the work of others without regard to a formal job title, rank, or compensation.

100.5 ISSUING THE POLICY MANUAL

An electronic version of the Policy Manual will be made available to all employees on the county network for viewing and printing. No changes shall be made to the manual without authorization from the Board of Commissioners.

Each employee shall acknowledge having access to and having the opportunity to review the Policy Manual and any directives issued by the Board of Commissioners. Employees shall seek

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clarification as needed from an appropriate supervisor for any provisions that they do not fully understand.

100.6 PERIODIC REVIEW OF THE POLICY MANUAL

The Human Resources Department will ensure that the Policy Manual is periodically reviewed and updated as necessary.

100.7 REVISIONS

All revisions to the Policy Manual will be provided to each employee on or before the date the policy becomes effective. Each employee will be required to acknowledge having reviewed the revisions and shall seek clarification from an appropriate supervisor as needed.

Employees are responsible for keeping abreast of all Policy Manual revisions.

All county employees suggesting revision of the contents of the Policy Manual shall forward their written suggestions to the Human Resources Department, who will consider the recommendations.

Chapter 2 - Organization and Administration

Limited English Proficiency Services

200.1 PURPOSE AND SCOPE

This policy provides guidance to employees when communicating with individuals with limited English proficiency (LEP) (42 USC § 2000d).

200.1.1 DEFINITIONS

Definitions related to this policy include:

Authorized interpreter - A person who has been screened and authorized by the County to act as an interpreter and/or translator for others.

Interpret or interpretation - The act of listening to a communication in one language (source language) and orally converting it to another language (target language), while retaining the same meaning.

Limited English proficiency (LEP) individual - Any individual whose primary language is not English and who has a limited ability to read, write, speak, or understand English. These individuals may be competent in certain types of communication (e.g., speaking, understanding) but still exhibit LEP for other purposes (e.g., reading, writing). Similarly, LEP designations are context-specific; an individual may possess sufficient English language skills to function in one setting, but these skills may be insufficient in other situations.

Qualified bilingual employee - An employee of the County, designated by the Board of Commissioners or the authorized designee, who has the ability to communicate fluently, directly, and accurately in both English and another language. Bilingual employees may be fluent enough to communicate in a non-English language but may not be sufficiently fluent to interpret or translate from one language into another.

Translate or translation - The replacement of written text from one language (source language) into an equivalent written text (target language).

200.2 POLICY

It is the policy of the County to reasonably provide LEP individuals with meaningful access to services, programs, and activities, while not imposing undue burdens on the County or its employees.

The County will not discriminate against or deny any individual access to services, rights, or programs based upon national origin or any other protected interest or right.

200.3 FOUR-FACTOR ANALYSIS

Because there are many different languages that employees could encounter, the County will utilize the four-factor analysis outlined in the U.S. Department of Justice (DOJ) Guidance to Federal Financial Assistance Recipients, available at the DOJ website, to determine which measures will provide meaningful access to its services and programs. It is recognized that

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Limited English Proficiency Services

contacts and circumstances will vary considerably. This analysis, therefore, must remain flexible and will require an ongoing balance of the following four factors, which are:

- (a) The number or proportion of LEP individuals eligible to be served or likely to be encountered by county employees, or who may benefit from programs or services within the jurisdiction of this county.
- (b) The frequency with which LEP individuals are likely to come in contact with county employees, programs, or services.
- (c) The nature and importance of the contact, program, information, or service provided.
- (d) The cost of providing LEP assistance and the resources available.

200.4 TYPES OF LEP ASSISTANCE AVAILABLE

Employees should never refuse service to an LEP individual who is requesting assistance, nor should they require an LEP individual to furnish an interpreter as a condition for receiving assistance. The County will make every reasonable effort to provide meaningful and timely assistance to LEP individuals through a variety of services.

The County will utilize all reasonably available tools, such as language identification cards, when attempting to determine an LEP individual's primary language.

LEP individuals may choose to accept county-provided LEP services at no cost, or they may choose to provide their own.

County-provided LEP services may include but are not limited to the assistance methods described in this policy.

200.5 WRITTEN FORMS AND GUIDELINES

Vital documents or those that are frequently used should be translated into languages most likely to be encountered. If English versions of any vital documents are published on the county website, the translated versions of the same document must also be posted on the website.

200.6 QUALIFIED BILINGUAL EMPLOYEES

Bilingual employees may be qualified to provide LEP services when they have demonstrated through established county procedures a sufficient level of skill and competence to fluently communicate in both English and a non-English language. Employees utilized for LEP services must demonstrate knowledge of the functions of an interpreter/translator and the ethical issues involved when acting as a language conduit.

When a qualified bilingual employee is not available, personnel from another department who have been identified as having the requisite skills and competence may be requested.

200.7 CONTACT AND DOCUMENTATION

Although all public contacts, services, and individual rights are important, this county will utilize the four-factor analysis to prioritize service to LEP individuals so that such services may be targeted

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where they are most needed, according to the nature and importance of the particular activity involved.

200.8 RECEIVING AND RESPONDING TO REQUESTS FOR ASSISTANCE

The County will take reasonable steps to develop in-house language capacity by hiring or appointing qualified employees proficient in languages representative of the community being served.

200.8.1 EMERGENCY ASSISTANCE

County employees will make every reasonable effort to promptly accommodate LEP individuals who appear to be in need of emergency assistance. An employee who determines that a person in need of emergency assistance is an LEP individual should attempt to gather sufficient information to determine what type of assistance the person needs and to initiate an appropriate response to the situation. As soon as possible, if language assistance is still needed and the language is known, the employee should attempt to locate a qualified bilingual employee to assist with the situation.

If a qualified bilingual employee is not available or the employee is unable to identify the primary language used by the LEP individual, the employee should contact the contracted interpretation service for assistance.

ADA Compliance

201.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for equal access to local government services, programs, and activities for persons with disabilities in accordance with Title II of the Americans with Disabilities Act (ADA).

This policy also includes guidelines to provide effective communication with persons with disabilities and to protect the rights of individuals who use service animals in accordance with the ADA.

201.1.1 DEFINITIONS

Definitions related to this policy include (28 CFR 35.104):

ADA coordinator - The employee designated by the Board of Commissioners to coordinate the County's efforts to comply with the ADA (28 CFR 35.107).

Assistive devices, auxiliary aids, and services - Tools used to communicate with people who have a disability or impairment. They include but are not limited to the use of gestures or visual aids to supplement oral communication; a notepad and pen or pencil to exchange written notes; a computer or typewriter; an assistive listening system or device to amplify sound; a teletypewriter (TTY) or videophones (video relay service or VRS); taped text; qualified readers; or a qualified interpreter.

Disability or impairment - A physical or mental impairment that substantially limits a major life activity, including hearing or seeing, regardless of whether the person uses assistive devices, auxiliary aids, and services. Individuals who wear ordinary eyeglasses or contact lenses are not considered to have a disability (42 USC § 12102; 28 CFR 35.108).

Facility - All aspects of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances, roads, walkways, parking areas, and other real or personal property (28 CFR 35.108).

Modification - Any change, adjustment, alteration, adaptation, or accommodation that renders a county service, program, or activity suitable for use, enjoyment, or participation by a person with a disability. This may include alteration of existing buildings and facilities.

A modification includes any change or exception to a policy, practice, or procedure that allows a person with a disability to have equal access to programs, services, and activities. It also includes the provision or use of assistive devices, auxiliary aids, and services.

Power-driven mobility device - Any mobility device powered by batteries, fuel, or other engine type used by persons with disabilities for mobility assistance, regardless of whether the device was primarily designed for that purpose (e.g., golf carts, Segway® PT, mobility scooters). For purposes of this policy, it does not include wheelchairs.

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Qualified interpreter - A person who is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. Qualified interpreters include oral interpreters, transliterators, sign language interpreters, and intermediary interpreters.

Service animal - A dog that is trained to do work or perform tasks for the benefit of a person with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work or tasks performed by a service animal must be directly related to the individual's disability.

Service animal also includes a miniature horse if the horse is trained to do work or perform tasks for persons with disabilities, provided the horse is housebroken, is under the handler's control, the building or facility can accommodate the horse's type, size, and weight, and the horse's presence will not compromise legitimate safety requirements necessary for safe operation of the facility (28 CFR 35.136(i)).

201.2 POLICY

It is the policy of the County that persons with disabilities have equal access to county services, programs, and activities.

The County will not discriminate against or deny any individual access to services, programs, or activities based upon disabilities.

201.3 REQUESTS

The goal of any modification should be to allow the person to participate in the service, program, or activity the same as a person who does not have a disability.

Upon receiving a request for a modification, employees should make reasonable efforts to accommodate the request based on the preference of the person with the disability. Employees should not ask about the nature and extent of a person's disability, but should limit questions to information necessary to determine the need for a modification and the type of modification that is appropriate.

If the requested modification, or an alternative modification, can reasonably be made at the time of the request, the employee should make the modification. An employee who is unable to accommodate a request or unsure about whether a request should be accommodated, should contact a supervisor.

The supervisor should review and approve the request, if practicable and appropriate. Otherwise, the supervisor should document the requesting person's contact information and the modification being requested and forward the request to the ADA coordinator for processing as soon as reasonably practicable.

201.3.1 DENIAL OF A REQUEST

The following should be considered before denying a request for modification:

- (a) Requests for modifications should be approved unless complying with the request would result in (28 CFR 35.150):

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1. A substantial alteration of the service, program, or activity.
 2. An undue financial or administrative burden on the County. All resources available for use in the funding and operation of the service, program, or activity at issue should be considered in this determination.
 3. A threat to or the destruction of the historic significance of an historic property.
 4. A direct threat to the health or safety of others (28 CFR 35.139).
- (b) If any of these circumstances are present, the ADA coordinator should work with department staff and the person requesting the modification to determine if an alternative modification is available.
- (c) Where physical modification of an existing building or facility, or new construction, would be unfeasible or unduly burdensome, the ADA coordinator should work with department staff to determine whether alternative modifications are available. Alternative methods that should be considered include (28 CFR 35.150):
1. Reassigning services, programs, or activities to accessible buildings or facilities.
 2. Utilizing technology, equipment, rolling stock, or other conveyances.
 3. Delivering the services, programs, or activities directly to a person with a disability by way of home visits or meeting the person at an accessible location.
 4. Any other means or methods that would make services, programs, or activities readily accessible.
- (d) If no alternative modification is appropriate, the ADA coordinator shall issue a written statement explaining why a modification of the public service, program, or activity will not be made (28 CFR 35.150).

201.3.2 PERSONAL DEVICES AND ASSISTANCE

Although employees should make every effort to comply with requests, the provision of personal devices or assistance (e.g., wheelchairs, eyeglasses, hearing aids, personal assistance in eating or using the restroom) to persons with disabilities is not required (28 CFR 35.135).

201.3.3 SURCHARGES

Surcharges shall not be imposed upon persons with disabilities to cover the costs of providing modifications to public services, programs, and activities (28 CFR 35.130(f)).

201.4 MOBILITY DEVICES

Wheelchairs and manually powered mobility devices such as walkers, crutches, canes, and braces are permitted in any areas open to pedestrians.

Power-driven mobility devices other than wheelchairs may be restricted only if a legitimate safety interest is identified that warrants the restriction (28 CFR 35.130(h); 28 CFR 35.137).

An employee should not ask a person using a power-driven mobility device to terminate the use of the device or leave the area unless an imminent and legitimate safety issue is present. If

ADA Compliance

an employee is concerned about the use of a power-driven mobility device by a person with a disability, the employee should contact a supervisor.

The determination of whether a reasonable modification should be made for the use of a power-driven mobility device within a public building or facility should be based on whether the device, given its size and speed, can be safely used within the particular building or facility taking into account the layout and design of the building or facility, the amount of pedestrian traffic present in the building or facility, and whether there is any risk of damage to the building or facility or its immediate environment as set forth in 28 CFR 35.137.

201.4.1 INQUIRIES REGARDING MOBILITY DEVICES

If an individual is using a power-driven mobility device other than a wheelchair, the employee may seek credible assurance from the individual that the device is needed because of a disability. Credible assurance of the device's necessity may be provided in one of the following ways (28 CFR 35.137):

- (a) Presentation of a valid, state-issued disability placard or card
- (b) Presentation of any other state-issued proof of disability
- (c) A verbal statement, not contradicted by observable fact, that use of the device is necessary for mobility purposes

201.5 COMMUNICATIONS WITH PERSONS WITH DISABILITIES

Employees should remain alert to the possibility of communication problems when engaging with persons with disabilities. When an employee knows or suspects an individual requires assistance to effectively communicate, the employee should identify the individual's choice of assistive device, auxiliary aid, and service.

The individual's preferred communication method should be honored unless another effective method of communication exists under the circumstances (28 CFR 35.160).

Factors to consider when determining whether an alternative method is effective include:

- (a) The methods of communication usually used by the individual.
- (b) The nature, length, and complexity of the communication involved.
- (c) The context of the communication.

In emergency situations involving an imminent threat to the safety or welfare of any person, employees may use whatever assistive device, auxiliary aid and service reasonably appears effective under the circumstances. This may include exchanging written notes or using the services of a person who knows sign language but is not a qualified interpreter, even if the person who is deaf or hard of hearing would prefer a qualified sign language interpreter or another appropriate assistive device, auxiliary aid, and service. Once the emergency has ended, the continued method of communication should be reconsidered. The employee should inquire as to the individual's preference and give primary consideration to that preference.

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201.5.1 TYPES OF ASSISTANCE AVAILABLE

Employees shall not refuse an available type of assistive device, auxiliary aid, or service to a person with a disability who is requesting assistance. The County will not require persons with disabilities to furnish their own assistive device, auxiliary aid, or service as a condition for receiving assistance. The County will make every reasonable effort to provide equal access and timely assistance to persons with disabilities through a variety of assistive devices, auxiliary aids, and services (28 CFR 35.160).

The County will not require that persons with disabilities use county-provided assistive devices, auxiliary aids, or services.

County-provided assistive devices, auxiliary aids, and services may include but are not limited to the assistance methods described in this policy.

201.5.2 AUDIO RECORDINGS AND ENLARGED PRINT

The County may develop audio recordings to assist people who are blind or have a visual impairment with accessing important information. If such a recording is not available, employees may read aloud from the appropriate form or provide forms with enlarged print.

201.5.3 QUALIFIED INTERPRETERS

A qualified interpreter may be needed in lengthy or complex interactions (e.g., public meetings or hearings, special or emergency meetings, plan reviews) for individuals who normally rely on sign language or speechreading (lip-reading) to understand what others are saying. The qualified interpreter should not be a person with an interest in the exchange. A person providing interpretation services may be required to establish the accuracy and trustworthiness of the interpretation in a local government or legal proceeding.

Qualified interpreters should be:

- (a) Available within a reasonable amount of time.
- (b) Experienced in providing interpretation services.
- (c) Familiar with the use of VRS and/or video remote interpreting services.
- (d) Certified in either American Sign Language (ASL) or Signed English (SE).
- (e) Able to understand and adhere to the interpreter role without deviating into other roles, such as counselor or legal adviser.
- (f) Knowledgeable of the ethical issues involved when providing interpreter services.

Employees should use county-approved procedures to request a qualified interpreter at the earliest reasonable opportunity or when it is reasonably apparent that an interpreter is needed. Persons with disabilities shall not be required to provide their own interpreters (28 CFR 35.160).

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201.5.4 TTY AND RELAY SERVICES

The County will accept all TTY or TDD calls placed by individuals with communications-related disabilities and received via a telecommunications relay service or equally effective telecommunications systems (28 CFR 35.161).

201.5.5 COMMUNITY VOLUNTEERS

Interpreter services may be available from community volunteers who have demonstrated competence in communication services, such as ASL or SE, and have been approved by the County to provide interpreter services.

When qualified interpreters are unavailable to assist, approved community volunteers who have demonstrated competence may be called upon when appropriate. However, county employees must carefully consider the nature of the interaction and the relationship between the person with the disability and the volunteer to be reasonably satisfied that the volunteer can provide neutral and unbiased assistance.

201.5.6 FAMILY AND FRIENDS

While family or friends may offer to assist with interpretation, employees should carefully consider the circumstances before relying on such individuals. The nature of the interaction and relationship between the person with the disability and the person offering services must be carefully considered to determine whether the family member or friend can provide neutral and unbiased assistance.

Except in an emergency involving an imminent threat to the safety or welfare of any person when no qualified interpreter is reasonably available, members shall not use a minor child as an interpreter (28 CFR 35.160).

Adults may be relied upon when (28 CFR 35.160):

- (a) There is an emergency or critical situation and there is no qualified interpreter reasonably available.
- (b) The person with the disability requests that the adult interpret or facilitate communication and the adult agrees to provide such assistance, and reliance on that adult for such assistance is reasonable under the circumstances.

201.5.7 FIELD ENFORCEMENT CONSIDERATIONS

It is important that employees are able to effectively communicate with persons with disabilities even though the location of the communication may hinder the employee's ability to provide assistive devices, auxiliary aids, and other services in a prompt manner.

Employees involved in interactions with persons with disabilities that occur in the field and that could result in any type of civil or criminal enforcement action (e.g., issuing code enforcement citations, shutting off a utility service) should assess each situation to determine if communication assistance is necessary. The length, complexity, and importance of the communication, as well as the individual's preferred method of communication, should be considered when determining what, if any, resources should be used and whether a qualified interpreter or other service is needed.

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201.6 SERVICE ANIMALS

from policy 3.16 (compare to Lexipol content below)

Pets and other animals are not allowed in County facilities during business hours, including, but not limited to: County buildings/offices, County-owned vehicles, conferences rooms, restrooms, copy rooms reception areas, foyers, individual work spaces, and any other building, site or vehicle owned, controlled or operated by the County.

In certain circumstances, the County may be willing to accommodate service animals, as defined by the ADA or employees with known disabilities. According to the ADA, a service animal is defined as "any animal individually trained to work or perform tasks for the benefit of an individual with a disability, including but not limited to, guiding individuals with impaired vision, alerting individual to an impending seizure or protect individuals during one, and alerting individuals who are hearing impaired to intruders, or pulling a wheelchair and fetching dropped items. A person with a disability uses a service animal as an auxiliary aid."

Employees requesting an accommodation for a disability that includes a service animal must contact the human resources (HR) department to discuss the employee's request and need for use of a service animal, and to discuss whether any other accommodations exist that are equally effective at removing the barrier(s) the employee has regarding the performance of his or her duties. In all cases, the County will require the employee to provide medical verification of the need for an accommodation, whether it is a service animal or any other accommodation.

If the County agrees that the presence of a service animal is the most effective accommodation available employee, and if the employee presents documentation from a health care provider attesting that a service animal is necessary for the employee to perform the essential functions of the employee's position, the County will allow the employee to bring a service animal into County facilities. The following conditions apply:

- The animal must be under the direct or indirect physical control of the owner/caretaker at all times. (Direct physical control means control by means of a leash or other restraining device held by the owner or caretaker and leading to the animal. Indirect physical control means by cage, crate, or tied to an inanimate object such as a tree, post, building, handrail, etc.). Under no circumstances will the County allow the employee to leave the service animal outside or in a vehicle.
- The owner or caretaker will care for the animal in a responsible way that ensures the safety of those in the County facility, as well as the safety of the animal.
- Owners or caretakers will ensure the animal relieves itself outside; will clean up after the animal and dispose of the animal's waste properly; and ensure that the animal is clean, groomed, and in a healthy condition without fleas. The care and supervision of the animal is the sole responsibility of the owner at all times, and the time spent by non-exempt employees performing these tasks will not be paid. Non-exempt employees are encouraged to perform these tasks during non-working hours, such as during rest breaks and meal periods. All employees are required to find time to provide care and supervision at times that are least disruptive to the employee's department.

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- Where applicable, the animal will be licensed, vaccinated, and have identification tags. Animals must be in good health.
- If the animal creates a disturbance, poses a health or safety risk to others who are exposed to it, or interrupts the work of others, it must be immediately removed.
- For the safety of both humans and animals, service animals are prohibited from kitchens, workshops, labs, or other areas housing potentially hazardous materials and machinery, or where prohibited by law.
- The owner or caretaker accepts sole financial and legal responsibility for any injury, damage, or other harm caused by the animal and will indemnify the County should it be found legally liable for any injury or other harm caused by or to the animal.
- Animals may not be left an employee's vehicle parked at work while the employee is at work.
- Reasonable behavior is expected from service animals while on company property. The owners of disruptive and aggressive service animals may be asked to remove them from Umatilla County facilities. If the improper behavior happens repeatedly, the owner may be told not to bring the service animal into any facility until the owner takes significant steps to mitigate the behavior.
- Cleanliness of the service animal is mandatory. Consideration of others must be taken into account when providing maintenance and hygiene of service animals.
- As noted above, the employee-owner must provide the HR Department staff with information from a licensed health care provider as to how the animal accommodates for the employee's disability.
- Employees who do not maintain the direct or indirect physical control of the animal as defined above, or who violate any provisions within this policy, will not be allowed to bring a service animal to work and will be subject to disciplinary action for violation of this policy. Also, employees who intentionally injure, harm or otherwise prevent a service animal approved by the County from doing its work will be subject to discipline, up to and including termination. No employee may harass another employee for bringing a service animal to work, and all employees are expected to respect the personal space and privacy of an employee with a service animal (e.g., no unauthorized petting or playing with the animal unless the employee has express permission to do so).

Service animals that are assisting persons with disabilities are permitted in all county buildings and facilities and other areas where the general public is allowed. County employees are expected to treat people with service animals with the same courtesy and respect that the County affords to all members of the public (28 CFR 35.136).

201.6.1 IDENTIFICATION AND USE OF SERVICE ANIMALS

Some service animals may be readily identifiable. However, many do not have a distinctive symbol, harness, or collar.

Service animals may be used in a number of ways to provide assistance, including:

- (a) Guiding people who are blind or have low vision.

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- (b) Alerting people who are blind or have low vision.
- (c) Retrieving or picking up items, opening doors, or flipping switches for people who have limited use of their hands, arms, or legs.
- (d) Pulling wheelchairs.
- (e) Providing physical support and assisting with stability and balance.
- (f) Doing work or performing tasks for people with traumatic brain injury, intellectual disabilities, or psychiatric disabilities, such as reminding a person with depression to take medication.
- (g) Alerting a person with anxiety to the onset of panic attacks, providing tactile stimulation to calm a person with post-traumatic stress disorder, assisting people with schizophrenia to distinguish between hallucinations and reality, and helping people with traumatic brain injury to locate misplaced items or follow daily routines.

201.6.2 INQUIRIES REGARDING SERVICE ANIMALS

If it is apparent or if an employee is aware that an animal is a service animal, the individual generally should not be asked any questions as to the status of the animal. If it is unclear whether an animal meets the definition of a service animal, the employee should ask the individual only the following questions (28 CFR 35.136(f)):

- (a) Is the animal required because of a disability?
- (b) What task or service has the service animal been trained to perform?

If the individual explains that the animal is required because of a disability and has been trained to work or perform at least one task, the animal meets the definition of a service animal and no further questions as to the animal's status should be asked. Employees should not question individuals about their disabilities nor should employees ask any individual to provide a license, certification, or identification card for a service animal.

201.6.3 CONTACT WITH SERVICE ANIMALS

Service animals are not pets. County employees should not interfere with the important work performed by a service animal by talking to, petting, or otherwise initiating contact with a service animal.

201.6.4 REMOVAL OF SERVICE ANIMALS

If a service animal is not housebroken or exhibits vicious behavior, poses a direct threat to the health of others, or unreasonably disrupts or interferes with normal business operations, an employee should notify an appropriate supervisor who may direct the handler to remove the animal from the premises. Barking alone is not a threat nor does a direct threat exist if the person takes prompt, effective action to control the service animal (28 CFR 35.136(b)).

Each incident must be considered individually, and past incidents alone are not cause for excluding a service animal. Removal of a service animal may not be used as a reason to refuse access to services, programs, or activities to a person with a disability. Employees are expected to provide

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all services that are reasonably available to a person with a disability, with or without a service animal.

201.7 WEBSITE ACCESS

The ADA coordinator should work with appropriate county employees to develop online content that is readily accessible to persons with disabilities. County web content should be developed in conformance with the most current guidelines issued by the U.S. Department of Justice and federal regulations (28 CFR 35 Subpart H; 28 CFR 35.200).

Website content should also be made available to persons with disabilities in an alternative format upon request, if reasonably practicable.

201.8 DOCUMENTATION

Whenever any modification, assistive device, auxiliary aid, and service has been provided, the employee involved should document:

- (a) The type of modification, aid, or service provided.
- (b) Whether the individual elected to use an assistive device, auxiliary aid, and service provided by the County or some other identified source, if applicable.
- (c) Whether the individual's express preference for the modification, assistive device, auxiliary aid, and service was not honored, and the reason why an alternative method was used.

The documentation and any written communications exchanged should be maintained consistent with the Records Maintenance and Release Policy.

201.9 COMPLAINTS

An employee who receives a complaint or becomes aware of potential disability discrimination, an ADA violation, or a person's inability to access a county program, service, or activity should document the complaint and refer the matter to the ADA coordinator (28 CFR 35.107).

201.10 TRAINING

Employees who may have contact with persons with disabilities should receive periodic training on ADA compliance, to include:

- (a) Awareness and understanding of this policy and related procedures, related forms, and available resources.
- (b) Procedures for handling requests for modifications.
- (c) Accessing assistive devices, auxiliary aids, and services needed to communicate with persons with disabilities.
- (d) General requirements of the ADA, including modifying policies and practices, communicating with and assisting customers, accepting calls placed through alternative systems, and identifying alternate ways to provide access to programs, services, and activities as appropriate to the employee's job duties.

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Training records should be maintained in each employee's personnel file in accordance with the established records retention schedule.

Discriminatory Harassment

202.1 PURPOSE AND SCOPE

The purpose of this policy is to prevent county employees from being subjected to discriminatory harassment, including sexual harassment and retaliation. Nothing in this policy is intended to create a legal or employment right or duty that is not created by law.

202.2 POLICY

The County is an equal opportunity employer and is committed to creating and maintaining a work environment that is free of all forms of discriminatory harassment, including sexual harassment and retaliation. The County will not tolerate discrimination against an employee in hiring, promotion, discharge, compensation, fringe benefits, and other privileges of employment. The County will take preventive and corrective action to address any behavior that violates this policy or the rights and privileges it is designed to protect.

Conduct that violates this policy may not also violate state or federal law but still could subject an employee to discipline.

202.3 DEFINITIONS

Definitions related to this policy include:

202.3.1 DISCRIMINATION

The County prohibits all forms of discrimination, including any employment-related action by an employee that adversely affects an applicant or employee and is based on actual or perceived race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, pregnancy, genetic information, veteran status, marital status, and any other classification or status protected by law.

Discriminatory harassment, including sexual harassment, is verbal or physical conduct that demeans or shows hostility or aversion toward an individual based upon that individual's protected class. It has the effect of interfering with an individual's work performance or creating a hostile or abusive work environment.

Conduct that may, under certain circumstances, constitute discriminatory harassment can include making derogatory comments; making crude and offensive statements or remarks; making slurs or off-color jokes; stereotyping; engaging in threatening acts; making indecent gestures, pictures, cartoons, posters, or material; making inappropriate physical contact; or using written material or county equipment and/or systems to transmit or receive offensive material, statements, or pictures. Such conduct is contrary to county policy and to a work environment that is free of discrimination.

202.3.2 RETALIATION

Retaliation is treating a person differently or engaging in acts of reprisal or intimidation against the person because the person has engaged in protected activity, filed a charge of discrimination,

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participated in an investigation, or opposed a discriminatory practice. Retaliation will not be tolerated.

202.3.3 ADDITIONAL CONSIDERATIONS

Discrimination and discriminatory harassment do not include actions that are in accordance with established rules, principles, or standards, including:

- (a) Acts or omission of acts based solely upon bona fide occupational qualifications under the Equal Employment Opportunity Commission and any related state agency guidelines.
- (b) Bona fide requests or demands by the County that an employee improve work quality or output, that the employee report to the job site on time, that the employee comply with County or department rules or regulations, or any other appropriate work-related communication between the County and employee.

202.4 RESPONSIBILITIES

This policy applies to all county employees, who shall follow the intent of these guidelines in a manner that reflects county policy, professional standards, and the best interest of the County and its mission.

Employees are encouraged to promptly report any discriminatory harassment or retaliatory conduct or known violations of this policy to a supervisor or Department Director. Complaints may also be filed with Human Resources.

Any employee who believes, in good faith, that the employee has been discriminated against, or subjected to retaliation, or who has observed discriminatory harassment or retaliation, is encouraged to promptly report such conduct in accordance with the procedures set forth in this policy.

Supervisors and Department Directors receiving information regarding alleged violations of this policy shall report this information to Human Resources to assist in determining if there is any basis for the allegation and shall proceed with a resolution as stated below.

202.4.1 QUESTIONS OR CLARIFICATION

Employees with questions regarding what constitutes discrimination, sexual harassment, or retaliation are encouraged to contact a supervisor, Department Director, or Human Resources for further information, direction, or clarification.

202.4.2 SUPERVISOR RESPONSIBILITIES

The responsibilities of supervisors and Department Director shall include but are not limited to:

- (a) Continually monitoring the work environment and striving to ensure that it is free from all types of unlawful discrimination, including harassment or retaliation.
- (b) Taking prompt, appropriate action within their work units to avoid and minimize the incidence of any form of discrimination, harassment, or retaliation.
- (c) Ensuring that their subordinates understand their responsibilities under this policy.

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- (d) Ensuring that employees who make complaints or who oppose any unlawful employment practices are protected from retaliation and that such matters are kept confidential to the extent possible.
- (e) Notifying Human Resources in writing of the circumstances surrounding any reported allegations or observed acts of discrimination, harassment, or retaliation no later than the next business day.

202.4.3 SUPERVISOR'S ROLE

Supervisors and Department Directors shall be aware of the following:

- (a) Behavior of management should represent the values of the County and professional standards.
- (b) False or mistaken accusations of discrimination, harassment, or retaliation can have negative effects on the careers of innocent employees.

Nothing in this section shall be construed to prevent supervisors or Department Directors from discharging supervisory or management responsibilities, such as determining assignments, evaluating or counseling employees, or issuing discipline in a manner that is consistent with established procedures.

202.5 INVESTIGATION OF COMPLAINTS

Various methods of resolution exist. During the pendency of any such investigation, the supervisor of the involved employee should take prompt and reasonable steps to mitigate or eliminate any continuing abusive or hostile work environment. All complaints of discrimination, retaliation, or harassment should be fully documented and promptly and thoroughly investigated.

202.5.1 ALTERNATIVE COMPLAINT PROCESS

No provision of this policy shall be construed to prevent any employee from seeking legal redress outside the County. Employees who believe that they have been discriminated or retaliated against are entitled to bring complaints of employment discrimination to federal, state, and/or local agencies responsible for investigating such allegations. Specific time limitations apply to the filing of such charges. Employees are advised that proceeding with complaints under the provisions of this policy does not in any way affect those filing requirements.

202.6 DOCUMENTATION OF COMPLAINTS

All complaints or allegations shall be thoroughly documented and the outcome of all reports shall be:

- (a) Maintained in accordance with the established records retention schedule.

202.7 ACKNOWLEDGEMENT AND REVIEW

All new employees shall be provided with a copy of this policy as part of their orientation. The employee shall certify by signing the prescribed form that the employee has been advised of this policy, is aware of and understands its contents, and agrees to abide by its provisions during the employee's term with the County.

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All employees shall annually review the requirements of this policy and shall certify by signing the prescribed form that they have reviewed the policy, understand its contents, and agree that they will continue to abide by its provisions.

Anti-Retaliation

203.1 PURPOSE AND SCOPE

This policy prohibits retaliation against employees who identify workplace issues, such as fraud, waste, abuse of authority, gross mismanagement, or any inappropriate conduct or practices, including violations that may pose a threat to the health, safety, or well-being of employees.

This policy does not prohibit actions taken for nondiscriminatory or non-retaliatory reasons, such as discipline for cause.

These guidelines are intended to supplement and not limit employees' access to other applicable remedies. Nothing in this policy shall diminish the rights or remedies of an employee pursuant to any applicable federal law, provision of the U.S. Constitution, state and local law, ordinance, or current employment agreement.

203.2 POLICY

The County has a zero tolerance for retaliation and is committed to taking reasonable steps to protect from retaliation employees who, in good faith, engage in permitted behavior or who report or participate in the reporting or investigation of workplace issues. All complaints of retaliation will be taken seriously and will be promptly and appropriately investigated.

203.3 RETALIATION PROHIBITED

No employee may retaliate against any person for engaging in lawful or otherwise permitted behavior; for opposing a practice believed to be unlawful, unethical, discriminatory, or retaliatory; for reporting or making a complaint under this policy; or for participating in any investigation related to a complaint under this or any other policy.

Retaliation includes any adverse action or conduct, including but not limited to:

- Refusing to hire or denying a promotion.
- Extending the probationary period.
- Unjustified reassignment of duties or change of work schedule.
- Real or implied threats or other forms of intimidation to dissuade the reporting of wrongdoing or filing of a complaint, or as a consequence of having reported or participated in protected activity.
- Taking unwarranted disciplinary action.
- Spreading rumors about the person filing the complaint or about the alleged wrongdoing.
- Shunning or unreasonably avoiding a person because the person has engaged in protected activity.

Anti-Retaliation

203.4 COMPLAINTS OF RETALIATION

Any employee who feels retaliated against in violation of this policy should promptly report the matter to any supervisor or Human Resources. Any supervisor who receives a complaint will immediately report this information to Human Resources.

Employees shall act in good faith, not engage in unwarranted reporting of trivial or minor deviations or transgressions, and make reasonable efforts to verify facts before making any complaint in order to avoid baseless allegations. Employees shall not report or state an intention to report information or an allegation knowing it to be false or with willful or reckless disregard for the truth or falsity of the information, or otherwise act in bad faith.

Investigations are generally more effective when the identity of the reporting employee is known, thereby allowing investigators to obtain additional information from the reporting employee. However, complaints may be made anonymously. All reasonable efforts shall be made to protect the reporting employee's identity. However, confidential information may be disclosed to the extent required by law or to the degree necessary to conduct an adequate investigation and make a determination regarding a complaint. In some situations, the investigative process may not be complete unless the source of the information and a statement by the employee are part of the investigative process.

203.5 SUPERVISOR RESPONSIBILITIES

Supervisors shall treat all complaints as serious matters and shall ensure that prompt actions take place, including but not limited to:

- (a) Communicating to all employees the prohibition against retaliation.
- (b) Immediate notification to Human Resources of complaints made both formally and informally.
- (c) Remediation of any inappropriate conduct or condition and instituting measures to eliminate or minimize the likelihood of recurrence.
- (d) Documenting the complaint and any steps taken to resolve the problem.
- (e) Taking appropriate and reasonable steps to mitigate any further violations of this policy.
- (f) Monitoring the work environment to ensure that any employee making a complaint is not subjected to further retaliation.
- (g) Periodic follow-up with the complainant to ensure that retaliation is not continuing.
- (h) Not interfering with or denying the right of an employee to make any complaint.

203.6 WHISTLE-BLOWING

Employees who believe they have been the subject of retaliation for engaging in protected behaviors should promptly report it to a supervisor. Supervisors should refer the complaint to Human Resources.

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Anti-Retaliation

203.7 RECORDS RETENTION AND RELEASE

The County Counsel shall ensure that documentation of investigations is maintained in accordance with the established records retention schedules.

203.8 TRAINING

This policy should be reviewed with each new employee.

Complaint Investigations

204.1 PURPOSE AND SCOPE

This policy provides guidelines for the reporting, investigation, and disposition of complaints regarding the conduct of employees of the County. This policy shall not apply to any questioning, counseling, instruction, informal verbal admonishment, or other routine or unplanned contact of an employee in the normal course of employment, by a supervisor or any other employee.

204.2 POLICY

The County takes seriously all complaints regarding the service provided by the County and the conduct of its employees.

The County will accept and address all complaints of misconduct in accordance with this policy and applicable federal, state, and local law, and county rules, and the requirements of any applicable employment agreements.

It is also the policy of the County to ensure that the community can report misconduct without concern for reprisal or retaliation.

204.3 COMPLAINTS

Complaints include any allegation of misconduct or improper job performance that, if true, would constitute a violation of county policy or federal, state, or local law or rule. Personnel complaints may be generated internally or by the public. If the complaint is for discriminatory harassment please see related policy.

All complaints will be copied/reported to Human Resources immediately. Human Resources will perform or direct an investigation into any complaints.

204.4 RETENTION OF PERSONNEL INVESTIGATION FILES

All personnel complaints shall be maintained in accordance with the established records retention schedule.

Emergency Operation Plan

205.1 PURPOSE AND SCOPE

This policy addresses the preparation, maintenance, and activation of the county's emergency operation plan.

205.2 POLICY

The County will prepare for large-scale emergencies within and outside its jurisdiction through planning, mutual cooperation with other agencies, and maintenance of an emergency operation plan. [See attachment: Policy 205 attachment - Emergency Action Plan \(EAP\).pdf](#)

205.3 COUNTY RESPONSIBILITIES

The Board of Commissioners should designate a person responsible for the county's emergency operation plan (EAP) and the coordination with applicable local and state departments and entities for disaster planning, mitigation, response, and recovery efforts.

205.4 ACTIVATING THE EMERGENCY OPERATION PLAN

The emergency operation plan (EAP) should include direction on how to activate the emergency operation plan (EAP) and who can activate it in response to a major emergency.

205.4.1 EMERGENCY STAFF NOTIFICATION

- (a) When an emergency notification is needed a text message will be sent by Human Resources to county managers and a department alternate, in case the manager is unreachable.
- (b) It is the responsibility of the manager and alternate to notify their staff of the notification.
- (c) Human Resources will maintain a list of county managers and their alternate's cell phone numbers along with their wireless providers.
- (d) It is the responsibility of the manager and alternate to notify Human Resources when their cell phone number or wireless provider changes.

205.4.2 RECALL OF PERSONNEL

In the event that the emergency operation plan (EAP) is activated, all employees of the County are subject to immediate recall to service. Employees may also be subject to recall during extraordinary circumstances as deemed necessary.

Failure to promptly respond to an order to report to work may result in discipline.

205.5 LOCATION OF THE EMERGENCY OPERATION PLAN

Copies of the emergency operation plan (EAP) should be available to appropriate personnel. All supervisors should familiarize themselves with the emergency operation plan and assist employees in familiarizing themselves with the roles they will play when the plan is implemented.

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Emergency Operation Plan

205.6 EMERGENCY OPERATION PLAN REVIEW

The Emergency Manager will review the emergency operation plan (EAP) at least once every two years and ensure that the plan conforms to any revisions made by the National Incident Management System (NIMS). The Emergency Manager will appropriately address any needed revisions.

205.7 REVIEW

Departments are responsible for reviewing the emergency operation plan (EAP) with new employees during their first month of employment. All employees will keep an Emergency Reference Guide at their work station. [See attachment: Policy 205 attachment - Employee Emergency Procedures Reference Guide.pdf](#)

Smoking and Tobacco Use

206.1 PURPOSE AND SCOPE

This policy establishes limitations on smoking and the use of tobacco products by employees and others during work hours or while in county facilities or vehicles.

For the purpose of this policy, smoking and tobacco use includes but is not limited to any tobacco product, such as cigarettes, cigars, pipe tobacco, snuff, tobacco pouches, and chewing tobacco, as well as any device that is intended to simulate smoking, such as an electronic cigarette or personal vaporizer.

206.2 POLICY

The County recognizes that smoking and tobacco use is a health risk and can be offensive to others. All forms of smoking and tobacco use also present an unprofessional image for the County and its employees. Therefore, all forms of smoking and tobacco use are prohibited by employees and visitors in all county facilities, buildings, and vehicles, and as is further outlined in this policy.

206.3 SMOKING AND TOBACCO USE

Smoking and tobacco use by employees are prohibited any time employees are in public view representing the County.

It is the responsibility of employees to ensure that no person under their supervision or control smokes or uses any tobacco product inside county facilities and vehicles.

No employee shall smoke or vape near any entrance, window, or other location where other persons may be subject to breathing smoke or vapor.

No ashtrays or ash receptacles will be placed on County property and all smoking and use of any smoking instruments are prohibited.

206.4 POSTING

Signs or other notices should be posted at appropriate locations to notify employees and the public where smoking and tobacco use is prohibited.

206.5 CESSATION SUPPORT

Umatilla County is committed to providing tobacco cessation support to all Umatilla County employees who wish to stop using tobacco products. Cessation resource information will be provided to any employee who expresses an interest in seeking help to stop using tobacco products. Umatilla County volunteers, contractors, clients, and visitors may be referred to the Oregon Tobacco Quit Line (1-800- QUIT-NOW [English] or 1-855.Dejelo-Ya [Spanish]), which is a free tobacco cessation resource.

Volunteers

207.1 PURPOSE AND SCOPE

This policy establishes the guidelines for volunteers to supplement and assist county personnel in their duties. Trained volunteers can augment county personnel and help complete various tasks.

207.1.1 DEFINITIONS

Definitions related to this policy include:

Volunteer - An individual who performs a service for the County without promise, expectation, or receipt of compensation for services rendered. This may include interns, persons providing administrative support, and serving on boards and election processes. Volunteers may be youths or adults.

207.2 POLICY

It is the policy of the County that volunteers be appointed, trained, and supervised to carry out specified tasks and duties in an effort to create an efficient local government and improve services to the community.

At no time will volunteers be used to permanently replace bargained positions.

207.3 ELIGIBILITY

Requirements for participation as a volunteer for the County may include but are not limited to:

- (a) Residency in the County.
- (b) The ability to meet any necessary age requirements.
- (c) Possession of a valid driver's license, if the position requires vehicle operation.
- (d) Possession of liability insurance for any personally owned equipment, vehicles, or animals utilized during volunteer work.
- (e) No conviction of a felony, any crime of a sexual nature or against children, any crime related to assault or violence, any crime related to dishonesty, or any crime that would be inconsistent with volunteer service with the County.
- (f) The ability to meet physical requirements reasonably appropriate to the assignment.
- (g) A personal background history and character suitable for a person representing the County, as validated by a background investigation, as appropriate.

The Board of Commissioners may allow exceptions to these eligibility requirements based on organizational needs and the qualifications of the individual.

207.3.1 MINORS

Volunteers younger than age 14 must be accompanied by a parent or legal guardian during the performance of their volunteer assignments. Volunteers between the ages of 14 and 18 must have the written consent of a parent or guardian prior to volunteering.

Volunteers

207.4 RECRUITMENT, SELECTION, AND APPOINTMENT

The County shall endeavor to recruit and appoint only those applicants who meet the high ethical, moral, and professional standards set forth by this county.

207.4.1 VOLUNTEER REQUESTS

Requests for volunteers should be submitted in writing to Human Resources. A complete description of the volunteer's duties and a requested time frame should be included in the request.

207.4.2 SELECTION

Volunteer candidates shall successfully complete the following process prior to appointment as a volunteer:

- (a) Submit the online application.
- (b) Interview with the volunteer coordinator.
- (c) Successfully complete an appropriate-level background investigation or screening applicable to the position.

207.4.3 APPOINTMENT

Service as a volunteer with the County shall begin with an official notice of acceptance or appointment by the Board of Commissioners. Once approved the Department for which the volunteer was approved will contact the volunteer to schedule work assignments.

No volunteer should begin any assignment until officially accepted for the position and all required screening and paperwork has been completed.

All volunteers shall receive a copy of applicable volunteer orientation materials and shall be required to sign a volunteer agreement, if applicable. Volunteers should be placed only in assignments or programs that are consistent with their knowledge, skills, and abilities and the needs of the County.

Volunteers serve at the discretion of the Board of Commissioners.

207.5 IDENTIFICATION AND DRESS CODE

As representatives of the County, volunteers are responsible for presenting a professional image to the community. Volunteers shall dress appropriately for the conditions and performance of their assignment.

Uniforms and necessary safety equipment will be provided for each volunteer, if appropriate for the volunteer position. Identification symbols worn by volunteers shall be different and distinct from those worn by employees through the inclusion of "Volunteer" on the uniform.

Certain volunteers may be issued identification cards to be carried at all times while in the performance of their assignment. The identification cards may be the standard identification cards, except that "Volunteer" will be indicated on the cards.

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Volunteers

207.6 PERSONNEL WORKING AS VOLUNTEERS

Regular paid County staff may not volunteer for County service in any capacity for the department in which they work or perform same or similar duties as they are paid to do. Qualified regular personnel, when authorized, may also serve as volunteers. However, this shall not utilize the services of volunteers in such a way that it would violate employment laws or employment agreements. Therefore, departments should consult with Human Resources prior to allowing regular personnel to serve in a volunteer capacity (29 CFR § 553.100 et seq.).

207.7 RESPONSIBILITIES

Volunteers assist county personnel as needed. Volunteers may be assigned to one department to augment the support of paid personnel, but they may be reassigned as needed. Volunteers should be placed only in assignments or programs that are consistent with their knowledge, skills, and abilities and the needs of the County.

207.7.1 COMPLIANCE

Volunteers shall be required to adhere to all county policies and procedures. A copy of the policies and procedures will be made available to each volunteer upon appointment. The volunteer shall become thoroughly familiar with these policies.

Whenever a rule, regulation, or guideline in this Policy Manual refers to county employees, it shall also apply to a volunteer, unless by its nature it is inapplicable.

Volunteers are required to meet county-approved training requirements as applicable to their assignments.

207.7.2 VOLUNTEER MEETINGS

All volunteers are required to attend scheduled meetings. Any absences must be satisfactorily explained to the Department Director to continue to work in a volunteer capacity.

207.8 FITNESS FOR DUTY

No volunteer shall report for work or be at work when the volunteer's judgment or physical condition has been impaired due to illness or injury, or by the use of alcohol or drugs, whether legal or illegal.

Volunteers shall report to their supervisors any change in status that may affect their ability to fulfill their assignments.

207.9 INFORMATION ACCESS

With appropriate security clearance, a volunteer may have access to or be in the vicinity of confidential or protected information, including but not limited to legal materials, financial data, or information portals. Unless otherwise directed by a supervisor, the responsibilities of the position, or policy, all such information shall be considered confidential. Only that information specifically identified and approved by authorized employees shall be released. Confidential information shall be given only to persons who have a need and a right to know as determined by county policy and supervisory personnel.

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A volunteer whose assignment requires the use of, or access to, confidential or protected information will be required to obtain the necessary security clearance, which may include a criminal background check and/or the submission of fingerprints to the appropriate state agency. Volunteers working this type of assignment will receive training in data practices and be required to sign a nondisclosure agreement before being given an assignment with the County. Subsequent unauthorized disclosure of any confidential information verbally, in writing, or by any other means by the volunteer is grounds for immediate dismissal and possible criminal prosecution.

Volunteers shall not address public gatherings, appear on radio or television, prepare any article for publication, act as correspondents to newspapers or other periodicals, release or divulge any information concerning the activities of the County, or maintain that they represent the County in such matters without permission from the proper county personnel.

207.9.1 RADIO USAGE

Any volunteer who operates county radios while acting in the capacity of a volunteer should receive appropriate training on radio usage.

207.10 EQUIPMENT

Any property or equipment issued by the County shall be for official and authorized use only. Any property or equipment issued to a volunteer shall remain the property of the County and shall be returned at the termination of service.

207.10.1 VEHICLE USE

Volunteers whose assignments require the use of a vehicle must first complete:

- (a) Verification that the volunteer possesses a valid driver's license.
- (b) Verification that the volunteer carries current vehicle insurance.

The Department Director should ensure that all volunteers provide updates and to license and insurance verification at least once a year.

When operating county vehicles, volunteers shall obey all rules of the road, including seat belt requirements.

Volunteers should not operate marked law enforcement or other emergency operation vehicles unless there is a prominently placed sign indicating that the vehicle is out of service.

Volunteers are not authorized to operate county vehicles while using the vehicle's emergency equipment (e.g., emergency lights, siren).

207.11 DISCIPLINARY PROCEDURES/TERMINATION

If a volunteer becomes the subject of a complaint or administrative investigation, the matter may be investigated in accordance with county procedures applicable to regular employees.

Volunteers are considered at-will and may be removed from service at the discretion of the Board of Commissioners with or without cause. Volunteers shall have no property interest in their continued appointments or due process interest in an administrative investigation. However, if

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removed for alleged misconduct, the volunteer will be afforded an opportunity solely to clear the volunteer's name through a liberty interest hearing, which shall be limited to a single appearance before the County Counsel.

Volunteers may resign from volunteer service with the County at any time. It is requested that volunteers who intend to resign provide advance notice and a reason for their decision.

207.12 WORK-TIME VOLUNTEERING BY EMPLOYEES

- (a) Public employees are allowed to donate their time to charitable or professional activities of their choice so long as the time off does not disrupt or unduly interfere with the accomplishment of the organizational mission of the employee's work place.
- (b) Other than as specifically approved by the Board of Commissioners, public resources, work sites, or funds, including payroll, should not be used to further charitable purposes that are not directly in support of approved, budgeted public service activities of the County.
- (c) Supervisors are permitted to approve requests for use of vacation time or compensatory time off by employees in support of charitable or professional activities so long as no other public funds or resources are involved.
- (d) All requests for time off, including those involving volunteer activities, must be made to the supervisor in accordance with departmental and County policies regarding use of vacation or comp time.
- (e) Any exception to this policy that would allow use of other paid time (such as duty time or Administrative time) or use of County resources for volunteer activities must be forwarded with a departmental recommendation to the liaison Commissioner for approval. Approval will only be considered if the activity is deemed in the general public interest and is consistent with furthering a specific interest that the County feels merits its direct public resource support.

Brand and Logo Use Guidelines

208.1 POLICY STATEMENT

Our ability to build and maintain a clear, consistent identity is central to maintaining service and transparency for our residences and businesses. The strength of Umatilla County's image and reputation is critical to its ability to achieve many goals of the strategic plan.

This policy will establish procedures regarding the use of the adopted Umatilla County logo and guidelines for logo standards, colors, and use to ensure the County brand is consistently and correctly applied by County employees and departments.

Consistency in the use of the Umatilla County logo strengthens its value. The adopted logo sets forth that all County Departments will use the logo in accordance with the Brand Guidelines in each and every situation in which the County is represented graphically.

208.2 GUIDELINES AND PROCEDURES

In accordance with Umatilla County Brand Guidelines the adopted County logo and format will be used as follows:

- On all letterhead representing the County (electronic and hardcopy), including letters, memos, envelopes, media releases, PowerPoint presentations, etc.
- On all email signatures,
- On monograms used on all articles of clothing and/or uniforms supplied by the County
- On all County owned vehicles bearing decals.
- On all business cards and identification badges.
- On all signage representing Umatilla County, including reserved parking spaces.

Co-Branding is defined as displaying the Umatilla County logo adjacent to another organization's logo. Co-branding with the UC Logo is not allowed without express written permission which can be obtained by contacting the Umatilla County Human Resources Department.

THE FOLLOWING ARE AUTHORIZED TO USE CO-BRANDING IN ACCORDANCE WITH THE BRAND GUIDELINES: PUBLIC HEALTH AND THE UMATILLA COUNTY FAIR.

In no case should supplies be ordered using any previous versions of County logos.

[See attachment: Umatilla County Brand Guidelines 2023 reduced_xtra.pdf](#)

208.3 APPROVED LOGOS

Use of the logo in color, black or white shall be at the discretion of the Department Heads and Elected Officials. Consideration shall be given to using a black or white version where it reduces costs and the impacts of color as part of the message may not be warranted (i.e. routine internal written correspondence within or between County Departments.)

Fraud, Waste, and Abuse (FWA) Policy

209.1 PURPOSE AND SCOPE

This policy establishes clear expectations and procedures for preventing, detecting, and responding to instances of fraud, waste, and abuse within Umatilla County. It is designed to safeguard public resources, maintain public trust, and uphold the integrity of the County.

This policy applies to all Umatilla County personnel, including:

- Full-time and part-time employees
- Contractors and consultants
- Temporary workers
- Interns and volunteers
- Elected officials

209.1.1 DEFINITIONS

Fraud - Any intentional act or omission designed to deceive others, resulting in the victim suffering a loss and/or the perpetrator achieving a gain. Examples include falsifying records, misappropriating funds, and theft.

Waste - The careless or needless expenditure of public funds, resources, or time. This includes inefficient practices or unnecessary spending that does not serve a legitimate governmental purpose.

Abuse - Behavior that is deficient or improper compared to what a prudent person would consider reasonable or necessary. This includes misuse of authority, position, or County assets.

209.2 POLICY

Umatilla County maintains zero tolerance for fraud, waste, or abuse. All employees and stakeholders are responsible for reporting suspected violations. All credible reports will be investigated and appropriate corrective or disciplinary action will be taken.

209.3 RESPONSIBILITIES

Employees and Stakeholders

- Maintain ethical standards and report suspected violations
- Cooperate with investigations
- Refrain from retaliation or false accusations

Supervisors and Managers

- Foster a culture of accountability and ethical conduct
- Ensure employees understand FWA reporting procedures
- Monitor for irregularities in operations and spending

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Fraud, Waste, and Abuse (FWA) Policy

Internal Auditor or Compliance Officer

- Receive and document FWA reports
- Conduct preliminary reviews and, when warranted, full investigations
- Recommend corrective actions and track outcomes

209.4 REPORTING PROCEDURES

Suspected FWA can be reported by:

- **In Person, By Phone or In Writing:** Directly to HR, or County Counsel.

Anonymous reporting is permitted. Retaliation against reporters is strictly prohibited and will be treated as a separate violation.

209.5 INVESTIGATION PROCESS

- Initial review to determine credibility
- Formal investigation for substantiated concerns
- Documentation of all findings
- Disciplinary, civil, or legal action as appropriate

209.6 CORRECTIVE ACTION

Depending on severity, actions may include:

- Reprimand or suspension
- Termination of employment or contract
- Referral to law enforcement
- Recovery of lost or misused funds

209.7 COMMUNICATION

This policy will be provided to each employee upon hire and thereafter will be periodically reviewed.

209.8 RECORDKEEPING

All reports, investigations, and resolutions will be documented and retained in accordance with applicable public records laws.

Selling and Peddling

210.1 POLICY

No peddling, soliciting or selling for school, fund raising, charitable or other purposes shall be allowed among or by employees during working hours.

Peddling and soliciting by any outside source on County property will not be allowed.

Any person attempting to sell in violation of this policy will be informed of it and advised to desist.

Umatilla County Transit Program Subrecipient Oversight Policy

211.1 PURPOSE AND SCOPE

To comply with OAR 732-044-0035 Umatilla County Transit adopts the following policy:

211.2 POLICY

Umatilla County, as the Qualified Entity (QE), shall provide at least annual site visits to all subrecipients of STIF and STIF Discretionary funds. Site visits may occur more often at QE discretion. Site visits will include oversight activities as required by ODOT. Including, but not limited to, review of financial statement audits, review of oversight or compliance reports, site visits using the QE guide, testing of STIF expenditures, Title VI compliance and complaints, and evaluation of STIF spending.

The QE may implement additional procedures to enhance oversight.

QE site visits shall be conducted by County Transit Coordinator.

This policy works in conjunction with the written agreements between Umatilla County and STIF subrecipients.

Site visit files and QE guides will be retained by QE in accordance with the Transit Record Retention Policy. Records are available in the Umatilla County Planning Department.

Employee Emergency Procedures

212.1 PURPOSE AND SCOPE

The purpose of this policy is to establish a procedure for employees to follow in the event of an emergency.

212.2 EMERGENCY NOTIFICATION

The purpose is to establish a procedure to notify county staff of county related emergency information.

- (a) When an emergency notification is needed a text message will be sent by Human Resources to county managers and a department alternate, in case the manager is unreachable.
- (b) It is the responsibility of the manager and alternate to notify their staff of the notification.
- (c) Human Resources will maintain a list of county managers and their alternate's cell phone numbers along with their wireless providers.
- (d) It is the responsibility of the manager and alternate to notify Human Resources when their cell phone number or wireless provider changes.

News Media and Community Relations

213.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for communicating with the media and the public to ensure the timely, accurate, and consistent dissemination of information and promote positive relationships with the community. It addresses communication regarding newsworthy events, including routine matters and critical incidents.

Nothing in this policy prohibits Department-designated spokespersons from communicating with the media regarding information specific to their department (e.g., police, fire). However, Department-designated spokespersons remain subject to coordination with the Commissioner liaison during incidents that have county-wide or cross-department impact.

213.2 POLICY

It is the policy of the County to establish and maintain a positive working relationship with the media and the community by providing timely and accurate information.

213.3 NEWS CONFERENCES

A news conference is a pre-scheduled event intended to highlight a newsworthy event, such as a promotion or the opening of a new municipal facility; news conferences can also be used when a representative of the County desires to make a public appearance. The Board of Commissioners will determine the purpose and scope of the conference. Specific information should not be released prior to the conference.

Chapter 3 - Personnel

Management Rights

300.1 PURPOSE AND SCOPE

The purpose of this policy is to set out management rights for Umatilla County.

300.2 POLICY

Umatilla County shall have the exclusive prerogatives, functions and rights for management as follows:

- (a) Determination of the services rendered to the citizens of the County.
- (b) Determination of the County's financial, budgetary and accounting procedures.
- (c) Direction and supervision of all operations, functions, and policies of County Departments/Divisions.
- (d) The closing or liquidation of any office, branch operations, facilities, combination of facilities, relocation, reorganization or combination of work in divisions, offices, branches, operations, or facilities for budgetary or other reasons.
- (e) Management and direction of the work force; determination of methods, processes and manner of performing work; hiring, promotion and transferring in pay ranges and retention of employees; designation of lay-offs; abolishment of positions, reorganization of departments or divisions; determination of work schedules; purchasing, disposing of and assigning of equipment or supplies.
- (f) Determination of a need for a reduction or increase in work force and implementation of any decision with regard to such.
- (g) Establishment, revision and implementation of standards for hiring, classification, promotions, work quality, safety, materials, equipment, appearance, methods and procedures.
- (h) Implementation of, revision of or to discard, completely or partially, old methods, procedures, materials, equipment, facilities, and standards.
- (i) Assignment of distribution of work and work duties.
- (j) Assignment of shifts, workdays, hours of work and work locations.
- (k) Establishing and maintaining accurate and current position descriptions for each position and employee.
- (l) Introduction of new duties and revision of job classifications.
- (m) Determination of the need for and the qualifications of new employees, transfers and promotions.
- (n) Implementation of disciplinary actions that are not arbitrary, capricious, in bad faith or without just cause.
- (o) Determination of the need for education courses, training programs, on-the-job training and cross training and the assignment of employees to such.

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- (p) Determination of the need to contract or sub-contract work as necessary and the implementation of such.
- (q) Determination of the need for unpaid furloughs.
- (r) Establishing, revising, or rescinding policies and procedures to accomplish the above objectives.

Management rights not covered by the above shall be dealt with on a case-by-case basis.

Standards of Conduct

301.1 PURPOSE AND SCOPE

This policy establishes standards of conduct that are consistent with the values and mission of the County and are expected of all employees. The standards contained in this policy are not intended to be an exhaustive list of requirements and prohibitions, but they do identify many of the important matters concerning conduct. In addition to the provisions of this policy, employees are subject to all other provisions contained in this manual, as well as any additional guidance on conduct that may be disseminated by this county or an employee's supervisor.

301.2 POLICY

Any violation of the rules or prohibited conduct in this policy may result in discipline, up to and including termination. This list of prohibited conduct is illustrative only; other types of conduct injurious to security, personal safety, employee welfare and Umatilla County's operations, some of which are described elsewhere in policy, may also be grounds for discipline, up to and including termination.

This policy of prohibited conduct does not alter Umatilla County's policy of at-will employment. Except for employees who are subject to a collective bargaining agreement or contract of employment, Umatilla County remains free to terminate the employment relationship at any time, with or without cause or notice.

301.3 GENERAL STANDARDS

1. Employees shall obey and follow the law and all County policies while engaged in their employment. Employees shall be presumed to reasonably know and understand the law and County policies as a condition of their employment. Employees shall also obey and follow all departmental policies known to them or brought to their attention.
2. Employees shall be respectful of and obey the orders and reasonable directions of their supervisors. In the event an employee believes the supervisor to be incorrect or the direction improper, the employee shall immediately bring the matter to the attention to the next level supervisor or to the Board of Commissioners. Disobedience or non-compliance shall be at the risk of the employee. Grievance procedures are also available if an employee feels he/she has been wronged.
3. County employees shall at all times be mutually respectful of other employees and of the public. Disagreements shall be handled in a non-confrontive, professional manner. Serious disputes shall be promptly brought to the attention of a supervisor or the Board of Commissioners. Employees shall not resort to "self-help" nor escalate disagreements.
4. Dress and behavior of County employees while on duty shall reflect creditably upon the County.
5. County employees shall perform their duties in a safe manner at all times.
6. Discreditable or disruptive behavior, violation of orders, rules or policies, dishonesty, lack of integrity, insubordination, acts of violence shall not be tolerated.

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7. Employees shall faithfully perform the duties of their position while at work.
8. Other actions or behavior shall not be such as to bring the employee into disrespect by fellow employees or the public nor create any unreasonable disturbance nor interfere with other employees' performance of duty nor interfere with any governmental function.
9. The County has adopted additional rules and policies governing employees as set forth in this policy manual and will from time to time adopt other rules or revise some of these rules. Knowledge of and understanding shall be the responsibility of each employee as a condition of continuing employment.

Any conduct which falls below acceptable standards, including but not limited to, failure to conform to the standards listed above, may be grounds for discipline including termination.

301.4 CAUSES FOR DISCIPLINE

When an employee's conduct or job performance falls below desirable standards, or when an employee engages in other forms of inappropriate misconduct, he/she may be subject to disciplinary action. Disciplinary action may include oral or written reprimands, probation, suspension, demotion and termination from employment, depending upon the severity of the offense as well as the number of frequencies of any previous acts of misconduct as determined by the County.

General reasons for which an employee may be disciplined include but are not limited to:

- A. Drinking intoxicating beverages or use of illegal drugs on the job or arriving on the job under the influence of intoxicating beverages or drugs. Any use or possession whatsoever of a controlled substance, including marijuana, which has not been prescribed by a medical doctor, shall be considered cause for disciplinary action up to and including termination.
- B. Violation of a lawful directive.
- C. Insubordination.
- D. Disrespect.
- E. Breach of discipline.
- F. Being absent from work without first notifying and securing permission from the employee's supervisor.
- G. Being habitually absent or tardy.
- H. Conviction of a felony or misdemeanor involving moral turpitude.
- I. Using religious, political or fraternal influence while on official duty.
- J. Accepting fees, gifts, or other valuable items in the performance of the employee's official duties for the county.
- K. Failure or refusal to perform the assigned job.
- L. Violation of professional standards or ethics applicable to the employee's department.

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- M. Being disruptive or disorderly in the workplace.
- N. Using County property for other than official County purposes.
- O. Violating the law while on the job or performing County business.
- P. Violation of any Rules of Conduct or failure to follow County Policy.
- Q. Lack of truthfulness/honesty.

Drug-and Alcohol- Free Workplace

302.1 PURPOSE AND SCOPE

Umatilla County has always had a strong commitment to its employees to provide a safe work environment and to promote high standards of employee health and performance. Consistent with the spirit and intent of these commitments, we have established this Drug and Alcohol Policy.

The purpose of this policy is to maintain a safe, healthy, and productive work environment that is free from the effects of alcohol and drugs by prohibiting the use of drugs and alcohol in the workplace, in accordance with federal regulations (41 USC § 8103).

302.2 POLICY

The County is committed to a drug- and alcohol-free workplace.

For the purposes of this policy, alcohol, cannabis, any controlled substances, illegal drugs, or any other impairing substances will collectively be referred to as "**Prohibited Substances.**"

Employees are prohibited from:

- Reporting to work, returning to work, or performing job duties while under the influence of alcohol, cannabis, controlled substances, illegal drugs, or any impairing substances ("Prohibited Substances").
- Using, possessing, transporting, manufacturing, distributing, or dispensing Prohibited Substances while on County premises or in County vehicles at any time.
- Operating County vehicles or equipment after consuming Prohibited Substances.

Violations of this policy may result in disciplinary action, up to and including termination. Employees struggling with substance use are encouraged to seek assistance through the Employee Assistance Program (EAP).

302.3 COUNTY ASSISTANCE AND DRUG-FREE AWARENESS PROGRAM

We recognize that alcohol and drug use may be a sign of chemical dependency and that employees with drug and alcohol dependency problems can be successfully treated. Whenever feasible, Umatilla County will assist employees in identifying drug or alcohol-related problems, obtaining treatment, and overcoming alcohol or drug abuse. We are willing to work with the employee to identify any County resources and benefit programs for medical treatment and/or counseling that may be available to help deal with this problem.

Although we recognize that alcohol and drug use can be successfully treated and are willing to work with employees who may suffer from such problems, it is the employee's primary responsibility to seek assistance before drug or alcohol problems lead to disciplinary action. Employees who voluntarily seek help now in dealing with their drug and/or alcohol problems will not jeopardize their job rights or job security by doing so. If the employee seeks help prior to discovery, then confidentiality, job security, and promotion opportunities will be protected. If an employee desires assistance with a substance abuse problem, he/she should contact Human Resources and

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set up a confidential appointment. Appointments will be arranged at the employee's convenience. Strict confidence will be maintained. The employee's case file will be coded separately from, and not become part of the employee's regular personnel file.

302.4 EMPLOYEE ASSISTANCE PROGRAM (EAP)

Employees may voluntarily seek support for substance use issues through the County's Employee Assistance Program (EAP). Insurance coverage for treatment may also be available. It is the employee's responsibility to seek assistance before performance issues arise.

The County complies with the Drug-Free Workplace Act (41 USC § 8104).

Employees may voluntarily seek support for substance use issues through the County's EAP. Insurance coverage for treatment may also be available. It is the employee's responsibility to seek assistance before performance issues arise.

The County complies with the Drug-Free Workplace Act (41 USC § 8104).

302.5 SUPERVISOR RESPONSIBILITIES

Supervisors must report any of these concerns to Human Resources immediately.

302.6 PROHIBITED CONDUCT

For purposes of this policy, alcohol, cannabis, any controlled substances, illegal drugs, or any other impairing substances will collectively be referred to as "Prohibited Substances."

Employees are prohibited from: the following:

1. Use, possession, manufacture, distribution, transportation, dispensation or sale of illegal drugs or drug paraphernalia on County premises or while engaged in County business, in County supplied vehicles, or during working hours;
2. Unauthorized use or possession, or any manufacture, distribution, transportation dispensation, or sale of a controlled substance on County premises or in County supplied vehicles, or during working hours;
3. Unauthorized use, manufacture, distribution, transportation dispensation, possession or any sale of alcohol on County premises or while engaged in County business, in County supplied vehicles, or during working hours;
4. Use of alcohol off County premises which adversely effects the employee's work performance, or the employee's and/or co-workers safety at work.
5. Use, possession, manufacture distribution, transportation, dispensation or sale of illegal drugs off County premises that adversely effects the employee's work performance, or the employee's and/or co-workers safety at work
 - Reporting to work, returning to work, or performing job duties while under prohibited substances.
 - Operating County vehicles or equipment after consuming Prohibited Substances.

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6. Conviction under any criminal drug statute for violations occurring in the workplace;
7. Failure to notify the county of any arrest or conviction under any criminal drug statute within five days of the arrest or conviction.

302.7 USE OF MEDICATIONS

Employees must ensure that any medication use does not impair their ability to perform job duties safely. Employees taking prescribed or over-the-counter medication that may cause impairment must notify their supervisor before beginning work.

Employees must ensure that any medication use does not impair their ability to perform job duties safely. Employees taking prescribed or over-the-counter medication that may cause impairment must notify their supervisor before beginning work.

302.8 WORK RESTRICTIONS

If an employee reports impairment due to prohibited substances or prescribed medication, they may be required to obtain medical clearance before resuming work. If a supervisor reasonably believes an employee is impaired, the employee will be removed from duty, Human Resources will be notified, and transportation arrangements will be made.

302.9 CONSEQUENCES FOR VIOLATION OF THIS POLICY

Employees of the County who violate this policy will be disciplined in accordance with established procedures as defined within existing Collective Bargaining Agreements and Umatilla County Policies and Procedures. This discipline could include termination.

Employees refusing to comply with testing requirements may be subject to disciplinary action, including termination.

302.10 CONDITIONS OF EMPLOYMENT

Compliance with this policy is a condition of ongoing employment.

302.11 CONFIDENTIALITY

Testing records, as well as EAP-related documents, are considered confidential medical records and will be maintained separately from personnel files. Disclosure is limited to those with a legitimate need to know.

302.12 COMPLIANCE WITH THE DRUG-FREE WORKPLACE ACT

The County complies with the Drug-Free Workplace Act (41 USC § 8104).

This policy applies to all County employees and is subject to applicable collective bargaining agreements.

Drug Testing Policy

303.1 APPLICABILITY

All departments/divisions.

303.2 BACKGROUND

The County, AFSCME, and UCLEA locals mutually have agreed in the course of labor agreement negotiations to implement a more comprehensive program of drug testing in order to better ensure public safety, efficiency and confidence in public service, and that all county employees enjoy the benefits of a drug-free working environment. Further, the United States Department of Transportation (DOT) has mandated certain testing for illicit drugs and for influence of alcohol in safety-sensitive positions which in Umatilla County, include approximately 34 positions within the Department of Public Works for which possession of a valid commercial Driver's License (CDL) is required and the shop mechanics who are required to work on safety-sensitive equipment. The employees in these safety sensitive positions shall be in a separate CDL-pool for testing.

303.3 POLICY

It is the policy of the County to provide a work environment free of the use, presence, and influence of illicit drugs and consumption or influence of alcohol. Umatilla County shall employ persons who do not use illicit drugs, consume alcohol on the job, or arrive at the work place under the influence of either illicit drugs or alcohol. This policy shall be a consideration in hiring new employees and in continuation of employment with the County. Violation of this policy shall require appropriate employee referral and individual responsibility to seek assistance, and in appropriate cases or for any repeated violation, shall be the basis for discipline, including termination in accordance with the provisions of the collective bargaining agreements and County policy.

303.4 COMPLIANCE

To ensure compliance with both the Federal mandate, as well as the County's own general "DRUG-FREE" policy, the County shall maintain a program of drug testing to: 1) screen all prospective or new employees, 2) conduct monthly, random testing for specific pools of employees, depending upon the nature of their positions; and, 3) specifically test any employee whose judgement and/or abilities to perform his/her duties is reasonably determined by trained personnel to be impaired by use of illicit drugs or alcohol consumption; and, 4) to conduct post-accident testing of CDL-pool personnel as required by Federal regulation.

303.5 DETAILED DRUG TESTING PROTOCOL

The County shall contract with a drug testing consultant and under that contract, establish a Medical Review Officer (MRO), drug testing and analysis lab(s), and establish collection sites. All drug testing of whatever nature required under this policy will be conducted in accordance with a detailed "Drug and Alcohol Protocol" (Protocol) developed in consultation with the County's Medical Drug Review Officer and the County's Collective Bargaining units. The Protocol will be consistent with and meet the requirements of the DOT Drug Testing Regulation, as appropriate, and will be consistent with the Collective Bargaining Agreements (CBA's). The detailed Protocol

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shall be provided to and maintained by each department administrative office, the Unions and the Department of Human Resources. It is available for review by any County employee. The Department of Human Resources, or as appropriate, the MRO, shall be the County agents responsible for answering any policy or technical questions regarding this Policy, the Protocol, or the interpretations of either.

303.6 SUMMARY OF DRUG TESTING SITUATIONS

- (a) Pre-employment. As a condition of employment, all applicants for county employment shall be required to provide a urine sample free of illicit drugs for urinalysis testing (UA) before commencing employment or within the first thirty days of such new employment.
- (b) Random Testing (CDL-pool). All employees within the CDL-pool shall be subject to random testing similar to (b) above, except that the percentage is 50% for UA and an additional 25% must be tested for alcohol concentration by use of certified alcohol breath testing (BA).
- (c) Reasonable Suspicion/For Cause Testing. Whenever an employee or supervisor believes that another employee is under the influence of or may be impaired in the performance of duty due to alcohol or drug use, the matter will be promptly referred to the responsible department head and the Director of Human Resources. Thereafter, the information and the suspected employee will be evaluated by at least one (for alcohol) or two (for illicit drugs) specifically-trained supervisors who must concur in and document the basis for the belief that reasonable cause exists to suspect such impairment or influence. Promptly thereafter, the employee shall be directed to immediately report with a supervisor to the urine collection or breath testing site, as appropriate. In the interests of safety, the employee shall be driven to said site by the supervisor.
- (d) Accident Testing. When mandated by Federal Regulations, CDL-pool employees shall be tested in accordance with the Protocol following an accident.

303.7 SUMMARY OF DRUG AND ALCOHOL PROTOCOL TESTING METHODOLOGY

All sample collections and testing shall be conducted in a professional, approved manner. Blind testing and other quality control and chain-of-custody procedures along with MRO review procedures prior to notification to the County of confirmation of any "positive" shall ensure accuracy and integrity of results. Both the MRO and the County shall maintain close confidentiality of the results and any follow-up employee assistance that may be needed.

303.8 SUMMARY OF ENFORCEMENT OF THE POLICY AND OF ANY DISCIPLINARY ACTIONS

Consistent with the County's discipline policies and its CBAs (when applicable):

- (a) Failure of pre-employment testing. Is cause to not hire or to terminate new employees.
- (b) Failure or refusal to follow testing Policy and the Protocol. May be subject to dismissal or other discipline.

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- (c) Violation of Drug Use Policy (General Random Testing). First time, confirmed UA "positive" from Random Testing shall be basis for required confidential referral for employee assistance and can be subjected employee for follow-up testing. A repeated violation may be cause for termination.
- (d) Violation of Drug Use Policy (Probable Cause Testing). First time confirmed UA or BA "positive" may be basis for discipline, depending upon the on-the-job conduct and circumstances giving rise to the testing. A subsequent violation will be basis for termination.
- (e) Violation of Drug Use Policy (DOT-pool). Federal Regulation specify relief from safety-sensitive duties for any confirmed "positive" until appropriate employee assistance objective are achieved. A subsequent violation is cause for termination.

303.9 EMPLOYEE AND MANAGEMENT EDUCATION AND TRAINING RESPONSIBILITIES

- (a) All employees must receive appropriate educational information regarding this policy, the Testing Protocol, and the impact and effects of drug abuse.
- (b) DOT-pool employees shall receive additional training regarding the Federal DOT-CDL specific regulations and procedures.
- (c) Specified supervisors shall receive annual training in recognition and evaluation of alcohol and illicit drug use in employees.
- (d) New employees will receive the information in the course of new-employee orientation; current employees will receive special training before implementation applies to them. All training will be documented and records maintained within the employees' personnel file. All such training shall be performed on County time and be provided at County expense.

Please see refer to the Drug and Alcohol Testing Protocol and Drug and Alcohol-Free Workplace Policy for further details regarding these policies or from Human Resources.

[See attachment: Policy 303 Drug and Alcohol Protocol.pdf](#)

Illness and Injury Prevention

304.1 PURPOSE AND SCOPE

The purpose of this policy is to establish an ongoing and effective plan to reduce the incidence of illness and injury for employees of the County.

Umatilla County believes our employees are our greatest asset and their safety is one of our principle responsibilities. Accident prevention is a primary job of management and management is responsible for establishing safe and healthful working conditions.

Our goal is to have "no preventable accidents" and to establish a program to eliminate work injuries to our employees. Although this policy provides the essential guidelines for a plan that reduces illness and injury, each department within the County may set its own related policies or procedures that do not conflict with this policy.

304.2 POLICY

The County is committed to providing a safe environment for its employees and to minimizing the incidence of work-related illness and injuries. The purpose of the illness and injury prevention plan is to provide tools, training, and safeguards designed to reduce the potential for accidents, injuries, and illness. It is the intent of the County to comply with all laws and regulations related to occupational safety.

304.3 ILLNESS AND INJURY PREVENTION PLAN

- (a) Workplace safety and health training programs should be made available as needed and as required.
- (b) Directors will periodically review workplace safety policies and procedures of their department.
- (c) Employees can submit workplace hazards to Human Resources.
- (d) Establishment of a safety and health committee that will:
 - 1. Meet regularly.
 - 2. Include representation from each department.
 - 3. Prepare a written record of safety and health committee meetings.
 - 4. Post and/or distribute safety information.
 - 5. Recommend workplace safety and health training programs to Human Resources.
 - 6. Review the results of periodic scheduled inspections.
 - 7. Review investigations of accidents and exposures.
 - 8. Make suggestions to supervisors for the prevention of future incidents.
 - 9. Review investigations of alleged hazardous conditions.

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10. Submit recommendations to assist in the evaluation of employee safety suggestions.
- (e) Establishing a process to ensure illnesses and injuries are reported as required under state law.

304.4 MANAGER/ADMINISTRATOR RESPONSIBILITIES

The responsibilities of Human Resources include:

- (a) Managing and implementing a plan to reduce the incidence of employee illness and injury.
- (b) Ensuring that a system of communication is in place that facilitates a continuous flow of safety and health information between supervisors and employees. This system shall include:
 1. New employee orientation that includes a discussion of safety and health policies and procedures.
- (c) Making available a form to document inspections, unsafe conditions or unsafe work practices, and actions taken to correct unsafe conditions and work practices.
- (d) Making available a form to document individual incidents or accidents.
- (e) Making available a form to document the safety and health training of each employee. This form will include the employee's name or other identifier, training dates, type of training, and training providers.
- (f) Conducting and documenting a regular review of the illness and injury prevention plan.

304.5 SUPERVISOR RESPONSIBILITIES

Safety is a priority and departments should periodically review safety protocol with employees. Ensuring that all safety and health policies and procedures are clearly communicated and understood by all employees.

Supervisor responsibilities include but are not limited to:

- (a) Taking reasonable steps to ensure that all employees comply with safety rules in order to maintain a safe work environment. This includes but is not limited to:
 1. Recognizing employees who perform safe work practices.
 2. Ensuring that the employee evaluation process includes employee safety performance.
 3. Ensuring compliance with any applicable safety standards including but not limited to:
 - (a) Communicable diseases
 - (b) Personal Protective Equipment (PPE) (see the Personal Protective Equipment Policy)
 - (c) Emergency Action Plan
 - (d) Walking-working surface

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- (b) Ensuring employee compliance with illness and injury prevention guidelines and answering questions from employees about this policy.
- (c) Training, counseling, instructing, or making informal verbal admonishments any time safety performance is deficient. Supervisors may also initiate discipline when it is reasonable and appropriate.
- (d) Establishing and maintaining communication with employees on health and safety issues. This is essential for an injury-free, productive workplace.
- (e) Completing required forms and reports relating to illness and injury prevention and submitting such forms and reports to Human Resources.
- (f) Notifying Human Resources when:
 - 1. New substances, processes, procedures, or equipment that present potential new hazards are introduced into the work environment.
 - 2. New, previously unidentified hazards are recognized.
 - 3. Work-related illnesses and injuries occur.
 - 4. New and/or permanent or intermittent employees are hired or reassigned to processes, operations, or tasks for which a hazard evaluation has not been previously conducted.
 - 5. Workplace conditions warrant an inspection.

304.6 HAZARDS

All employees should report and/or take reasonable steps to correct unsafe or unhealthy work conditions, practices, or procedures in a timely manner. Employees should make their reports to a supervisor (as a general rule, their own supervisors). Alternatively concerns can be sent directly to Human Resources [or the Safety Committee].

Supervisors should make reasonable efforts to correct unsafe or unhealthy work conditions in a timely manner, based on the severity of the hazard. These hazards should be corrected when observed or discovered, when it is reasonable to do so. When a hazard exists that cannot be immediately abated without endangering employees or property, supervisors should protect or remove all exposed employees from the area or item, except those necessary to correct the existing condition.

Employees who are necessary to correct the hazardous condition shall be provided with the necessary protection.

All significant actions taken and dates they are completed shall be documented on the appropriate form. This form should be forwarded to Human Resources.

Human Resources will take appropriate action to ensure the illness and injury prevention plan addresses potential hazards upon such notification.

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304.7 INSPECTIONS

Safety inspections are crucial to a safe work environment. These inspections identify and evaluate workplace hazards and permit mitigation of those hazards. A hazard assessment checklist should be used for documentation and to ensure a thorough assessment of the work environment.

The Safety Committee should ensure that the appropriate documentation is completed for each inspection.

304.7.1 EQUIPMENT

Employees are charged with daily inspections of their assigned equipment or work environment, as applicable, prior to beginning their workday. Employees should submit the unsafe condition in writing to a supervisor/Department Director if the unsafe condition cannot be immediately corrected.

304.8 INVESTIGATIONS

Any employee sustaining any work-related illness or injury, as well as any employee who is involved in any work-related accident or hazardous substance exposure, shall report such event as soon as practicable to a supervisor. Employees observing or learning of a potentially hazardous condition are to promptly report the condition to their immediate supervisors.

A supervisor receiving such a report should personally investigate the incident or ensure that an investigation is conducted. Investigative procedures for workplace accidents and hazardous substance exposures should include:

- (a) A visit to the accident scene as soon as possible.
- (b) An interview of the injured employee and witnesses.
- (c) An examination of the workplace for factors associated with the accident/exposure.
- (d) Determination of the cause of the accident/exposure.
- (e) Corrective action to prevent the accident/exposure from reoccurring.
- (f) Documentation of the findings and corrective actions taken.

Additionally, the supervisor should proceed with the steps to report a work-related injury, as required under the Work-Related Illness and Injury Reporting Policy, in conjunction with this investigation to avoid duplication and ensure timely reporting.

304.9 TRAINING

Employees, including supervisors, should be provided with training on general and job-specific workplace safety and health practices. Training should be provided:

- (a) To supervisors to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed.
- (b) To all employees with respect to hazards specific to each employee's job assignment.
- (c) To all employees given new job assignments for which training has not previously been provided.

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- (d) Whenever new substances, processes, procedures, or equipment are introduced to the workplace and represent a new hazard.
- (e) Whenever the County is made aware of a new or previously unrecognized hazard.

304.9.1 TRAINING TOPICS

Training topics should include, as applicable:

- (a) Reporting unsafe conditions, work practices, and injuries, and informing a supervisor when additional instruction is needed.
- (b) Use of appropriate clothing, including gloves and footwear.
- (c) Use of respiratory equipment.
- (d) Availability of toilet, hand-washing, and drinking-water facilities.
- (e) Provisions for medical services and first aid.
- (f) Handling of bloodborne pathogens and other biological hazards.
- (g) Prevention of heat and cold stress.
- (h) Identification and handling of hazardous materials, including chemical hazards to which employees could be exposed, and review of resources for identifying and mitigating hazards (e.g., hazard labels, Safety Data Sheets (SDS)).
- (i) Mitigation of physical hazards.
- (j) Identification and mitigation of ergonomic hazards, including working on ladders or in a stooped posture for prolonged periods.
- (k) Back exercises/stretchers and proper lifting techniques.
- (l) Avoidance of slips and falls.
- (m) Good housekeeping and fire prevention.
- (n) Other job-specific safety concerns.

304.10 RECORDS

Records and training documentation relating to illness and injury prevention will be maintained in accordance with the established records retention schedule.

Work-Related Illness and Injury Reporting

305.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance regarding timely reporting of work-related conditions such as a physical injury or an occupational illness.

All employees and volunteers donating their services under County supervision shall be covered under a worker's compensation plan for industrial accidents and disease. Benefits include medical treatment and care as well as disability compensation during periods of time lost from the job, as required by law. Umatilla County will choose a Worker's Compensation Insurance carrier who they feel will best meet the needs of the County.

305.1.1 DEFINITIONS

Definitions related to this policy include:

Work-related condition - Any significant medical or mental condition suspected to have been caused by an employee's service to the County. Any condition that would require medical treatment should be considered significant.

305.2 POLICY

The County will address work-related conditions and will comply with applicable state workers' compensation requirements.

305.3 RESPONSIBILITIES

305.3.1 EMPLOYEE RESPONSIBILITIES

Employees shall report work-related conditions to a supervisor as soon as practicable, no later than 24 hours from the incident. Employees are encouraged to seek medical care when appropriate.

305.3.2 SUPERVISOR RESPONSIBILITIES

A supervisor learning of any work-related condition should:

- (a) Ensure the employee receives medical care as appropriate.
- (b) If medical treatment is sought, a supervisor will obtain an 801 packet and provide it to the employee for completion. The packet must be returned to Human Resources immediately and no later than the next business day. [See attachment: Policy 305 attachment - 801 Packet.pdf](#)
- (c) If medical treatment is not sought, a supervisor will obtain an incident report and provide it to the employee for completion. The packet must be returned to Human Resources immediately and no later than the next business day. [See attachment: Policy 305 attachment - Incident Report.pdf](#)

305.3.3 HUMAN RESOURCES RESPONSIBILITY

All accidents will be reviewed and reported to the Safety Committee.

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Work-Related Illness and Injury Reporting

All 801 reports will be submitted to the compensation carrier by Human Resources within 5 business days.

305.4 TIME LOSS COVERAGE

Unless otherwise provided by a collective bargaining agreement, injuries/illness resulting in loss of work time - Compensation is not paid for the first three days of time lost from work due to an injury, unless the employee/volunteer is totally disabled from the injury and the total disability continues for 14 consecutive days or unless the worker is admitted as an inpatient to a hospital within 14 days of the first onset of total disability. The first three days are not paid if the employee/volunteer is released for modified work at any time during the first 14 days. The compensation rate for time loss is 2/3 of the regular rate of pay at injury. Volunteers are assigned an imputed wage for worker's compensation purposes. Time loss payments are paid directly to the employee/volunteer by the worker's compensation carrier. The employee will receive the other 1/3 pay through the use of sick/vacation/compensatory time if said accumulated time is available. If leave balances have been exhausted, employee will be put on no-pay status.

305.5 TEMPORARY MODIFIED DUTY ASSIGNMENTS

Subject to operational and business considerations, the County may identify temporary modified duty assignments to employees who have an injury or medical condition resulting in temporary work limitations or restrictions.

305.5.1 EARLY RETURN TO WORK

The objective of Umatilla County is to return disabled workers to employment at the earliest date possible after an injury. We desire to minimize serious disability and reduce insurance costs. This policy applies to all workers and will be followed whenever appropriate.

The return to work program shall operate under the responsibility of the Director of Human Resources and will consist of a team effort by supervisors, disabled workers, the worker's attending physician, Umatilla County management, and the worker's compensation insurance carrier. All Team members will take an active role in returning disabled workers to productive work status.

Umatilla County defines "light duty" work as temporary work assignments within the disabled worker's physical abilities, knowledge and skills. "Light duty" positions are evaluated following disability utilizing the known physical abilities/ restrictions obtained from the worker's attending physician. The physical requirements of light duty work are shared with the workers' attending physician to obtain concurrence that the proposed light duty is within the physical capacity of the disabled worker. Light duty positions will consider the workers' physical capacities, the business needs of Umatilla County and our ability to offer alternate light duty work. There is no guarantee to the availability or continuation of light duty assignments.

Continuation of temporary "light duty" work assignments for disabled workers will be reviewed regularly. Umatilla County reserves the right to determine the duration of "light duty" work assignments.

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Work-Related Illness and Injury Reporting

It is the responsibility of all Team members to immediately notify other Team members if there is a problem with a "light duty" work assignment. The supervisor will monitor the workers' recovery progress through regular contact or meetings to reassess when and how often duties may be changed. Upon receipt of increases in physical capacities, the supervisor will assess the ability to adjust work assignments. All changes in the work assignment will be made after receiving concurrence from the workers' attending physician in writing. Notification of changes will be in writing with copies provided to all parties. If a worker has a permanent disability which restricts the worker's ability to return to regular work, the "light duty" program may end.

Umatilla County will determine whether a continuing modified position exists and whether the worker will or will not be offered this or any other position as their new regular work assignment.

Umatilla County will determine whether the worker's physical restrictions require substantial modification and whether such modifications are possible.

To the extent possible Umatilla County will consider work-site modification to allow the worker to continue in employment.

Workplace Violence

306.1 PURPOSE AND SCOPE

The purpose of this policy is to make clear that the County does not tolerate any direct or implied threats of violence or violent behavior in the workplace or any act or behavior that is or can be perceived as threatening, hostile, and/or violent.

306.2 POLICY

It is the policy of the County to provide and maintain a safe work environment for its employees, volunteers, and members of the public.

In responding to any violent behavior in the workplace, the County is committed to providing protection to all involved parties, including protection from future physical and/or mental harm and the protection of the legal rights of victims, witnesses, and those instigating the harm.

306.3 PROHIBITED BEHAVIOR

No employee shall engage in, encourage, or promote violent behavior toward any person while conducting county business or on county property.

306.4 REPORTING AND INVESTIGATING

306.4.1 EMPLOYEE RESPONSIBILITY

Employees who experience, observe, or have knowledge of prohibited behaviors and actions in the workplace have a responsibility to report the situation as soon as practicable to a supervisor, a manager, or a human resources representative and to the local police department, if a threat has been made or a crime has occurred.

306.4.2 SUPERVISOR AND MANAGER/DIRECTOR RESPONSIBILITIES

Upon receipt of a report of potential or actual workplace violence, supervisors shall gather as much information as possible to assess and determine the severity and potential of the situation. If the report is found to be credible, Human Resources shall be notified as soon as practicable and appropriate action taken.

Local law enforcement personnel shall be notified immediately of all threatening or violent behavior.

306.4.3 INVESTIGATION

Human Resources will promptly, impartially, and with as much confidentiality as practicable coordinate the investigation of all reports of violent behavior.

County employees are required to cooperate in any investigation. A timely resolution of each report should be reached and communicated to all parties involved as quickly as possible.

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Workplace Violence

306.4.4 REPORTING NON-WORK-RELATED THREATENING OR VIOLENT BEHAVIOR

County employees who are victims of domestic violence or other threatening behavior outside of the workplace, or who believe they are potential victims of such behavior and fear it may enter the workplace, are encouraged to report the situation as soon as possible to their supervisors.

Supervisors receiving any such report shall contact Human Resources as soon as practicable so that any appropriate safety measures or plans may be developed.

306.5 RETALIATION PROHIBITED

Any form of retaliation against an employee for making a report concerning violent behavior in the workplace is prohibited.

Any employee who becomes aware of any retaliation or threatened retaliation shall immediately notify a supervisor. The supervisor will report this information to Human Resources.

306.6 RESTRAINING ORDERS

Employees who obtain a restraining order listing their workplace, person, or the County property as a protected area must provide a copy of the restraining order to their immediate supervisor and Human Resources. The County needs this information in order to provide a safe workplace.

306.7 FOLLOW-UP ACTION

Any employee reported to have exhibited violent or potentially violent behavior will be afforded all rights provided by law and applicable employment agreements before the County takes any disciplinary action.

Actions that may be taken when an employee has been found to have violated this policy include but are not limited to the following:

- Mandatory participation in counseling
- Placing the employee on paid administrative leave pending investigation into an alleged threat or act
- Corrective/disciplinary action up to and including termination
- Criminal arrest and prosecution
- Special procedures, such as job relocation or initiation of a court order

If, upon investigation, it is determined that an allegation is false or was made maliciously, the employee who provided the false information will be subject to disciplinary action, up to and including termination, as well as possible criminal arrest and prosecution.

306.8 LEGAL ACTION

Human Resources, in consultation with legal counsel, will determine if a temporary restraining order or injunction should be sought on behalf of the County to reduce future or threatened violent behavior in the workplace.

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Workplace Violence

306.9 CORRECTIVE ACTIONS

At the completion of the investigation and a review of the incident, or in the case of a threat of violence, non-disciplinary corrective actions should be implemented or requested to ensure overall workplace safety.

306.10 WORKPLACE VIOLENCE PREVENTION

All county employees are responsible for assisting in the prevention of violence in the workplace.

In the event a violent incident occurs in the workplace, Human Resources and County Counsel are responsible for ensuring that all responsibilities have been met and actions carried out, as detailed in this policy, and shall review the results of any investigation and ensure appropriate action is taken. Information gathered during an investigation should be used for the continuous improvement of policies and procedures to prevent workplace violence.

Recruitment and Selection

307.1 PURPOSE AND SCOPE

This policy establishes a clear, consistent, and equitable framework for attracting, assessing, and hiring the most qualified candidates. All recruitment and hiring actions must adhere to established salary schedules, county policy, any collective bargaining agreement, and all applicable state and federal laws. This policy applies to all county positions, including full-time, part-time, on-call, temporary, and seasonal roles.

307.2 PROCEDURE

The Human Resources (HR) Department is responsible for managing all recruitment and selection processes. Departments and divisions may not directly recruit, post vacancies, or make job offers.

Vacancy Request and Posting Departments must submit a completed [See attachment: Policy 307 attachment - Request to Recruit.pdf](#) and an updated position description to HR for all vacancies. HR will then prepare and distribute the official job announcement.

- **Recruitment Methods:** Vacancies are typically filled through an open public recruitment. However, the Department Head and HR may agree to use internal posting, promotion, or transfer.
- **Open Recruitment:** Job announcements are distributed to various outlets, including the County Jobs Board, county website, social media, and local distribution lists. The minimum posting period is five working days. Additional outlets may be used at the Department's expense.
- **Internal Posting:** Internal postings are distributed to county employees via the county email system and/or the county website job board.

Application Process All applications must be submitted through the county's online application portal to be considered. Resumes are not a substitute for a completed application.

- **Completeness:** HR will attempt to notify applicants with incomplete or unsigned applications. If a timely correction is not possible, the application will be rejected.
- **Prior Applications:** Applications from previous postings will not be considered.

Interviews and Selection The hiring department is responsible for conducting interviews. An HR representative should be included on the interview panel.

- **Interview Process:** All interview questions and tests must be approved by HR in advance. The same questions, tests, and opportunities will be provided to all candidates being interviewed.
- **Selection Criteria:** The selection of the "best applicant" will be based on job-related criteria, including but not limited to:
 - Education, training, and experience
 - Physical fitness for the position's essential functions
 - Results of interviews, written tests, or demonstrations

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Recruitment and Selection

- **Veteran's Preference:** The County will give preference to qualified veterans who provide the proper certification as required by Oregon law (OAR 839-006-0465).

Conditional Offer and Pre-Employment Requirements HR is the only entity authorized to make a verbal or written conditional job offer. The hiring manager must notify HR of their hiring decision within 24 hours.

- **Medical/Psychological Exam:** After a conditional offer is made, a candidate may be required to take a physical/psychological examination at the County's expense to ensure they can fulfill the essential job functions, and to identify any necessary reasonable accommodations.
- **Background Checks:** All finalists are subject to an extensive criminal history background check. Positions designated as safety-sensitive also require a pre-employment drug test at the County's expense.
- **Verification:** Any information provided by an applicant may be subject to verification. Omissions or inaccuracies may be grounds for rejection or termination.

Finalizing the Hire Within two days of selection, all candidate applications, interview notes, and test results must be returned to HR for record-keeping. HR will send letters of non-selection to all unsuccessful candidates.

- **Payroll:** The Department Head must submit a Payroll Change Notice to HR prior the start date of the new employee.
- **New Employee Orientation:** All new employees must attend a mandatory orientation conducted by HR on their first day of work. During orientation, employees will complete all necessary hiring documents, including the INS Form I-9, and receive information on benefits, County policies, and applicable collective bargaining agreement provisions
- **Prohibited Inquiries** No application, interview, or test question shall seek information related to a candidate's race, color, religion, sex, national origin, marital status, age, protected class status, disability, or other protected characteristics. The County is an Equal Opportunity Employer. Any such information inadvertently provided will be redacted from written material prior to being provided to the hiring manager and will not be considered in the hiring decision.

Outside Employment

308.1 PURPOSE AND SCOPE

This policy provides guidelines for county employees who seek to engage in authorized outside employment.

308.1.1 DEFINITIONS

Definitions related to this policy include:

Outside employment - Duties or services performed by employees of the County for another employer, organization, or individual when wages, compensation, or other consideration for such duties or services is received. Outside employment also includes duties or services performed by those employees who are self-employed and receive compensation or other consideration for services, products, or benefits rendered.

308.2 POLICY

The County recognizes that some employees have various types of outside or additional employment. Therefore, in order to maintain County services, outside employment must not:

1. Detract in any way from the efficiency of the employee in the performance of his or her County work;
2. Conflict in any way with the interests of the County;
3. Discredit the County in any way;
4. Engage in any unethical practice that would impact on the employee's ability to conduct County business;
5. Receive compensation for services provided where such services constitute a part of the employee's job duties;
6. Use County equipment or copyrighted publications obtained with public funds for employment outside of County government; or
7. Cause a real or perceived conflict of interest.(See Policy 624).

Any outside employment of more than ten (10) hours a week must be brought to the attention of the supervisor in writing. Such notice shall include the name and address of the employer, a schedule of the work hours and days and a general description of the work duties. The supervisor shall acknowledge the notice and submit it to Human Resources to be placed in the Personnel File.

Some department/divisions may impose additional limitations on non-County, outside employment for reasons of public safety, health and welfare. Such policies must be brought to all departmental/divisional employee's attention upon hire and periodically thereafter.

Employment of any sort or duration with or for a County Department/Division other than an employee's regular office/department/division is prohibited unless such additional employment is first authorized in writing by the Department Director and the Human Resources Director. It shall be the responsibility of the employee to seek and gain such prior written authorization. In no event

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will an employee be allowed to perform work for pay in a second Department/Division if such employment would result in the employee working more than forty (40) hours for the County in any work-week.

Failure to follow this policy and/or prior obtain authorization may result in discipline up to and including termination of all County employment.

Conflict of Interest

309.1 PURPOSE AND SCOPE

The purpose of this policy is to assist employees in recognizing and avoiding potential conflicts of interest, thereby ensuring effective and ethical operating practices on the part of the County.

309.1.1 DEFINITIONS

Definitions related to this policy include:

Business relationship - A situation when an employee serves as an employee, independent contractor, compensated consultant, owner, board member, shareholder, or investor in an outside business, company, partnership, corporation, venture, or other transaction where the employee's annual interest, compensation, investment, or obligation is greater than \$250. This includes business relationships as defined by state law.

Conflict of interest - Any actual, perceived, or potential conflict of interest in which it reasonably appears that an employee's action, inaction, or decisions are or may be influenced by an employee's personal or business relationship. This includes conflicts defined and prohibited by state law.

309.2 POLICY

Employees of the County are expected to conduct themselves with the utmost professional integrity and objectivity. Employees will guard against actual or perceived conflicts of interest to ensure the fair and equitable treatment of county employees and the public, and thereby maintain the trust of the public and county employees.

309.3 RESTRICTED DUTIES AND ASSIGNMENTS

The County prohibits the following types of personal or business relationships among employees:

- (a) Employees are prohibited from directly supervising, occupying a position in the line of supervision, or being directly supervised by any other employee who is a relative or with whom they are involved in a personal or business relationship.
 - 1. If circumstances require that such a supervisor/subordinate relationship exist temporarily, the supervisor should make every reasonable effort to defer matters pertaining to the involved employee to an uninvolved supervisor.
 - 2. When personnel and circumstances permit, the County will attempt to make every reasonable effort to avoid placing such employees in supervisor/subordinate situations. The County, however, reserves the right to transfer or reassign any employee to another position within the same classification to avoid conflicts with any provision of this policy.
- (b) Employees are prohibited from participating in, contributing to, or recommending promotions, assignments, performance evaluations, transfers, or other personnel decisions affecting an employee who is a relative or with whom they are involved in a personal or business relationship.

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- (c) Whenever possible, trainers should not be assigned to train relatives. Trainers are prohibited from entering or maintaining personal or business relationships with any employee they are assigned to train until such time as the training has been successfully completed and the employee is off probation.

309.3.1 EMPLOYEE RESPONSIBILITY

Employees shall follow all laws regarding actual or perceived conflicts of interest and should avoid situations that create the appearance of an actual or perceived conflict of interest. Employees should take reasonable steps to address a perception of a conflict of interest when such a perception is reasonably foreseeable and avoidable (e.g., deferring a decision to an uninvolved employee).

Whenever any employee is placed in circumstances that would require the employee to take enforcement action or to provide official information or services to any relative or individual with whom the employee is involved in a personal or business relationship, that employee shall promptly notify an uninvolved immediate supervisor.

In the event that no uninvolved supervisor is immediately available, the employee shall promptly notify Human Resources to have another uninvolved employee either relieve the involved employee or, minimally, remain present to witness the action.

Employees must obtain written approval from the Human Resources prior to becoming: Employee of an agency that contracts with County. An authorized representative or payee for a client or patient.

Board Membership: Employees may serve as a board member or officer if:

- Position is unpaid or voluntary.
- They notify their supervisor of a potential conflict of interest.
- They may not represent County on volunteer boards or commissions unless it has been approved by the Board of Commissioners.
- Employee must notify the board or commission that they do not represent County unless it has been approved.

Professional Relationships

- Employees shall not use their position in County to:
 - Gain favors or other personal consideration from any client, patient, family member of a client or patient, or provider.
 - Grant special favors or unwarranted benefits.
 - Establish a personal relationship with a client or patient for whom the employee has case responsibility or provides services.
- Employees must obtain written approval from the Board of Commissioners prior to becoming:
 - Employee of an agency that contracts with County.

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- An authorized representative or payee for a client or patient.

Outside Employment

- County employees shall not receive compensation from a public or private agency, business, individual, organization or other group that contracts or conducts business with County without first declaring a potential conflict of interest and receiving written approval from the Board of Commissioners. The employee shall also comply with Policy 617 regarding any outside employment.

Expert Witness Fees

- Employees shall not make themselves available as an expert witness without the consent of County Counsel in any case involving County government.
- Employees may be compensated as an expert witness provided no element of this policy is violated.
- Employees shall turn over to County money paid in connection with their appearance as an expert witness in matters involving the employee's work.

Honoraria

- Employees may retain honoraria provided the time spent in preparation and presentation is on the employee's own time and the employee is not acting as an agent of the county.

Gifts

- Employees shall not:
 - Accept gifts of monetary value from clients, patients, members of the public or vendors, which would not be extended to other public officials or relatives of public officials.
 - Accept gifts that imply forgiveness of a debt or creating an expectation of special service or benefits that would not otherwise be provided.
 - Accept gifts that would generate income or revenue for clients or patients.
- Examples of acceptable gifts include items that would customarily be viewed as a courteous gesture of thanks or appreciation or official awards for service or performance that are earned and provided to all employees.

Client or Patient Transactions

- County employees shall not:
 - Sell, buy, trade, negotiate, or accept any services or items from a client or patient of County except when doing so is in accordance with the client or patient's treatment or service plan.
 - Use information about a client or patient that was gained during employment with County to further the employee's personal gain.

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- Use information about a client or patient that was gained during employment with a privately-owned living facility, treatment resource, or a private practice with an employee or family member, or affiliated facility without declaring a potential conflict of interest and receiving written approval from the appointing authority.
- Establish a personal relationship with a client or patient for which the employee has case responsibility, provides service, or is privy to official information or through the personal relationship has knowledge that could affect sanctions or places the employee in a position of power, actual or perceived, to affect the outcome or probation, sentencing, or program compliance requirements.

Romantic Relationships

Consenting "romantic" or sexual relationships between co-workers and especially a supervisor/manager and an employee may at some point lead to unhappy complications and significant difficulties for all concerned - the employee, the supervisor/manager and the County. Any such relationship may, therefore, be contrary to the best interests of the County. Accordingly, the County strongly discourages such relationships and any conduct (such as dating between a supervisor/manager and an employee) that is designed or may reasonably be expected to lead to the formation of a "romantic" or sexual relationship.

By its discouragement of romantic and sexual relationships, the County does not intend to inhibit the social interaction (such as lunches or attendance at entertainment events) that may be an important part or extension of the working environment; and the policy articulated above is not to be relied upon as justification or excuse for a supervisor's/manager's refusal to engage in such social interaction with employees. The County recognizes the ambiguity of and the variety of meanings that can be given to the term "romantic". It is assumed, or at least hoped, however, that either or both of the parties to such a relationship will appreciate the meaning of the term as it applies to either or both of them and will act in a manner consistent with this policy.

If a romantic or sexual relationship between a supervisor/manager and an employee should develop, it shall be the responsibility and mandatory obligation of the supervisor/manager promptly to disclose the existence of the relationship to the Human Resources office and Department Director. The employee may make the disclosure as well, but the burden of doing so shall be upon the supervisor/manager. All disclosures shall be in writing.

Upon being informed or learning of the existence of such a relationship, Human Resources and/or Board of Commissioners may take all steps that it, in its discretion, deems appropriate.

At a minimum, for supervisor/subordinate relationships, the employee and supervisor/manager will not thereafter be permitted to work together on the same matters (including matters pending at the time disclosure of the relationship is made), and the supervisor/manager must withdraw from participation in activities or decisions (including, but

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not limited to, hiring, evaluations, promotions, compensation, work assignments and discipline) that may reward or disadvantage any employee with whom the supervisor/manager has or has had such a relationship. In addition, if the relationship is to continue, one of the employees will need to transfer to a different division or department or terminate employment. Continued failure to work with the County to resolve such a situation in a mutually agreeable fashion may ultimately be deemed insubordination and therefore serve as cause for immediate termination.

In addition, and in order for the County to deal effectively with any potentially adverse consequences such a relationship may have for the working environment, any person who believes that he or she has been adversely affected by such a relationship, notwithstanding its disclosure, is encouraged to make his or her views about the matter known to the Human Resources office.

This policy shall apply without regard to gender and without regard to the sexual orientation of the participants in a relationship of the kind described.

309.3.2 SUPERVISOR RESPONSIBILITY

Upon being notified of or otherwise becoming aware of any circumstance that could result in or constitute an actual or potential violation of this policy, a supervisor should take all reasonable steps to promptly mitigate or avoid such violations whenever possible.

Supervisors should also promptly notify Human Resources of such actual or potential violations.

309.4 RELATIVES IN COUNTY SERVICE

Members of an immediate family shall not be employed by the County if such employment will result in placing one family member in a position of exercising supervision, appointment or grievance adjustment over another family member.

Immediate family shall be defined as spouse, parents, stepparents, children, stepchildren, brother, sister, grandparents, aunts, uncles, cousins, nieces and nephews. The above definition applies to those same relationships to the employee as that of the employee's spouse.

The provisions of this section shall apply to promotion, demotion, transfers, reinstatements and new appointments. The provisions of this section shall not be retroactive.

Employee Organization and Representation

310.1 POLICY

Certain employees of the County shall have the right to form, join and participate in the activities of labor organization of their own choosing for the purpose of representation and collective bargaining on matters relating to wages, hours, and working conditions. (See PECBA and ORS 243.650 for eligibility requirements.) Official recognition by the County is required.

Those union and/or associations representing employees of Umatilla County, other than Union Exempt Employee positions, presently recognized are as follows:

- Umatilla County Employee Association, Local 3742
General Fund Employees (Other than Sheriffs Department)
(Affiliated with AFSCME)
- Umatilla County Employee Association District Attorney, Local 3742-4
(Affiliated with AFSCME)
- Umatilla County Public Works Department Union, Local 1393
Public Works Employees (affiliated with AFSCME)
- Umatilla County Department of Law Enforcement Union
Umatilla County Law Enforcement Association (UCLEA)
- Umatilla County Law Enforcement Association Sergeants (UCLEA-S)

Performance Evaluations

311.1 PURPOSE AND SCOPE

The purpose of the evaluation process is to encourage a dialogue between employees and their manager about individual professional growth. The purpose of this form is to encourage a conversation between employees and their manager about how to maximize strengths and become even better in areas identified as opportunities for growth.

This policy provides guidelines for the performance evaluation system.

311.2 POLICY

The County shall use a performance evaluation system to measure, document, and recognize work performance. The performance evaluation will serve as an objective guide for the recognition of good work and the development of a process for improvement.

The County evaluates employees in a nondiscriminatory manner based upon job-related factors specific to the employee's position, without regard to actual or perceived race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, pregnancy, genetic information, veteran status, marital status, and any other classification or status protected by law.

It is the responsibility of the Department Head to make sure that a performance evaluations and employee self-evaluations are completed throughout their department. Human Resources is available to provide assistance and guidance.

311.3 EVALUATION FREQUENCY

Employee evaluations are to be completed and reviewed with the employee each year for the preceding calendar year and are due to Human Resources between January 1 and March 31 of each year. During an employee's probationary period, managers are expected to review an employee's performance two times, first at the mid-point and secondly just prior to the end of the probationary period. If an employee is taking part in a work plan or progressive discipline, the manager is expected to regularly meet with the employee to discuss progress and to offer support and to provide a documented record of such meetings. If the employee is not taking part in a work plan or progressive discipline, the manager is expected to regularly meet with the employee to discuss progress toward goals identified in the annual performance evaluation and to offer support.

Nothing in this policy precludes a manager from evaluating an employee more frequently.

311.4 EVALUATION PROCESS

All Umatilla County employees will receive periodic performance reviews. Performance reviews serve as one factor in decisions related to employment, such as training, job assignments, employee development, promotions, retention and discipline/termination. Any employee who fails to satisfactorily perform the duties of their position is subject to disciplinary action (including termination).

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Performance Evaluations

- Reviews will generally include the following:
- An evaluation of the employee's quality and quantity of work
- A review of exceptional employee accomplishments
- Establishment of goals for career development and job enrichment
- A review of areas needing improvement
- Setting of performance goals for the employee for the following year
- Review of the current job description, with updates as necessary to keep current with job duties and requirements

The process involves both the employee completing the self-evaluation and the manager completing the employee performance evaluation form. Both will be discussed by the manager and employee and both will sign each of the forms indicating that the information was discussed.

Supervisors should meet with the employees they supervise at the beginning of the evaluation period to discuss expectations and establish performance standards. Each supervisor should discuss the tasks of the position, standards of expected performance, and the evaluation criteria with each employee.

Performance evaluations cover a specific period and should be based upon documented performance dimensions that are applicable to the duties and authorities granted to the employee during that period. Evaluations should be completed by each employee's immediate supervisor. Other supervisors directly familiar with the employee's performance during the rating period should be consulted by the evaluating supervisor for input.

Assessment of an employee's job performance is an ongoing process. Continued coaching and feedback provides supervisors and employees with opportunities to correct performance issues as they arise and to acknowledge good work. Periodic discussions with the employee during the course of the evaluation period are encouraged. Supervisors should document all discussions in the prescribed manner.

Non-probationary employees demonstrating substandard performance shall be notified in writing as soon as possible in order to have an opportunity to remediate the issues. Such notification should occur at the earliest opportunity, with the goal being a minimum of 90 days' written notice prior to the end of the evaluation period.

Employees who disagree with a performance evaluation may submit a written response with reasons for disagreement. The employee's response shall be filed with the employee's performance evaluation in the employee's personnel file. Such response must be filed no later than 30 days following the date the performance evaluation was received.

See Policy attachments for evaluation forms

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Performance Evaluations

311.5 EVALUATION INTERVIEW

When the supervisor has completed an evaluation, a private discussion of the evaluation should be scheduled with the employee. The supervisor should discuss the evaluation and respond to any questions the employee may have. Any performance areas in need of improvement and goals for reaching the expected level of performance should be identified and discussed.

311.6 RETENTION AND DISTRIBUTION

Upon completion of the Employee Evaluation Form, the manager must forward a copy to Umatilla County Human Resources where it will be officially maintained in accordance with the Personnel Records Policy.

The original performance evaluation and any original correspondence related to an appeal shall be maintained in accordance with the Personnel Records Policy.

[See attachment: Policy 311 attachment - Employee Evaluation Tool.pdf](#)

[See attachment: Policy 311 attachment - Employee Self Evaluation Tool.pdf](#)

Probationary Period

312.1 PURPOSE AND SCOPE

the purpose of this policy is to establish probationary periods for exempt employees.

312.2 POLICY

All exempt employees shall serve a probationary period of not less than twelve (12) months. Refer to collective bargaining agreements for union covered employees.

The purpose of the probationary period is to provide an opportunity to observe whether the new employee is willing and possesses (or acquires) the expected skills and capabilities to perform the job at a consistently acceptable manner. The Board of Commissioners, may waive a portion or all of the probationary period for good cause (such as employment of a prior County employee into the same or substantially similar position.).

Throughout the probationary period Managers should appraise performance and communicate any areas of deficiency in order to give the employee an opportunity to improve in order to successfully meet the expectation

In cases where the responsibilities of a position are such that a longer period is necessary to demonstrate an employee's qualifications, the probationary period may be extended; however, no probationary period shall extend beyond eighteen (18) months. The employees shall be notified in writing of any extension and reason therefore with a copy to Human Resources to be placed in the employee's personnel file.

In the event an employee is in an unpaid leave status while on probation, the probationary period shall be extended for the equivalent amount of time.

Upon completion of the probationary period, the employee shall be considered as having satisfactorily demonstrated qualifications for the position, shall gain regular status, and shall be so informed through his/her supervisor. Supervisors are required to submit a Payroll Change Notice along with an employee evaluation prior to the 20th of the month in which it is to be effective.

During the probationary period a probationary employee may be terminated at any time without appeal and shall work at the pleasure of the County. Completion of probation and attainment of "regular" status does not create a guarantee of further employment, limit the County's right to reorganize and/or layoff positions nor alter the "at-will" employment status of exempt employees or the ability to dismiss any employee for cause.

312.3 PROMOTION

Job vacancies may be filled by promoting qualified employees within County service on a limited basis. Typicall, the County's recruitment process (see recruitment and selection policy) should be utilized to fill vacancies.

Upon promotion of any employee to a different position, said employee shall serve a twelve (12) month probation at the new position in order to observe and train the employee.

Meal Periods and Breaks

313.1 PURPOSE AND SCOPE

This policy provides general guidance regarding meal periods and breaks for employees.

313.2 POLICY

It is the policy of the County to provide meal periods and breaks to employees in accordance with the law and any employment agreements.

Breaks and meal periods must be taken separately and approximately in the middle of each segment of four hours worked or major part thereof as the nature of work allows. Breaks and meals should be spaced out as evenly as possible and may not be combined to take a longer break or used to reduce the length of the total work period.

313.3 MEAL PERIODS

Employees shall take meal periods at times approved by their supervisors. The time spent for meal periods shall not exceed the authorized time allowed.

Emergency response employees shall remain on-duty subject to call during meal periods. All other employees are not on-duty during meal periods unless directed otherwise by a supervisor.

313.4 BREAKS

Breaks should be taken near the midpoint of each four-hour work period. Only one break should be taken during each four hours of work. No breaks should be taken during the first or last hour of an employee's shift unless approved by a supervisor.

Emergency response employees shall remain on-duty subject to call during breaks. All other employees are not on-duty during breaks unless directed otherwise by a supervisor.

Lactation Breaks

314.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance regarding reasonable accommodations for lactating employees.

314.2 POLICY

It is the policy of the County to provide, in compliance with federal law, reasonable accommodations for lactating employees. This includes break time and appropriate facilities to accommodate any employee desiring to express breast milk for a nursing child for up to one year after the child's birth (29 USC § 218d; 42 USC § 2000gg-1; 29 CFR 1636.3).

314.3 LACTATION BREAK TIME

A rest period should be permitted each time the employee requires a lactation break (29 USC § 218d; 42 USC § 2000gg-1; 29 CFR 1636.3). In general, lactation breaks that cumulatively total 30 minutes or less during any four-hour work period or major portion of a four-hour work period would be considered reasonable. However, individual circumstances may require more or less time.

Lactation breaks, if feasible, should be taken at the same time as the employee's regularly scheduled rest or meal periods. While a reasonable effort will be made to provide additional time beyond authorized breaks, any such time exceeding regularly scheduled and paid break time will be unpaid.

Employees desiring to take a lactation break shall notify a supervisor prior to taking such a break. Such breaks may be reasonably delayed if they would seriously disrupt county operations.

Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

314.4 PRIVATE LOCATION

The County will make reasonable efforts to accommodate employees with the use of an appropriate room or other location to express milk in private. Such room or place should be in proximity to the employee's work area and shall be other than a bathroom or toilet stall. The location must be shielded from view, free from intrusion from coworkers and the public, and otherwise satisfy the requirements of federal law (29 USC § 218d; 42 USC § 2000gg-1; 29 CFR 1636.3).

Employees occupying such private areas shall either secure the door or otherwise make it clear to others that the area is occupied with a need for privacy. All other employees should avoid interrupting an employee during an authorized break, except to announce an emergency or other urgent circumstance.

Authorized lactation breaks for employees assigned to the field may be taken at the nearest appropriate private area.

Lactation Breaks

314.5 STORAGE OF EXPRESSED MILK

Any employee storing expressed milk in any authorized refrigerated area shall clearly label it as such and shall remove it when the employee's workday ends.

Personnel Records

315.1 PURPOSE AND SCOPE

This policy governs maintenance and access to personnel records. Personnel records include any file maintained under an individual employee's name.

315.2 POLICY

It is the policy of the County to maintain personnel records and preserve the confidentiality of personnel records pursuant to the Constitution and the laws of this state.

315.3 PERSONNEL FILE

A personnel file shall be maintained as a record of a person's employment/appointment with this county. The personnel file should contain, at a minimum:

- (a) Job application and resume, educational and employment history, or similar information. Job descriptions, offers of employment, emergency contact forms and policy acknowledgements.
- (b) Personnel action reports reflecting assignments, promotions, and other changes in employment/appointment status.
- (c) An individual training file should be maintained for each employee whose position requires specialized training or certification. Training files should contain records of all training; original or photocopies of available certificates, transcripts, diplomas, and other documentation; and education and firearms qualifications, as applicable. Training records may also be created and stored remotely, either manually or automatically.
 - (a) The involved employee is responsible for providing an immediate supervisor with evidence of completed training/education in a timely manner.
 - (b) Supervisors should ensure that copies of such training records are forwarded to Human Resources to be placed in the employee's training file.
- (d) Original performance evaluations.
- (e) Discipline records, including copies of sustained personnel complaints.
 - 1. If an employee refuses to initial or sign an adverse comment document, at least one supervisor should note the date and time of such refusal on the original comment. Such a refusal, however, shall not be deemed insubordination, nor shall it prohibit the placement of the document entry of the adverse comment into the employee's file.
- (f) Commendations and awards.

315.4 DEPARTMENT, DIVISION, OR AGENCY FILE

Department files may be separately maintained internally by an employee's supervisor for the purpose of completing timely performance evaluations. The file may contain supervisor comments,

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Personnel Records

notes, notices to correct, and other materials that are intended to serve as a foundation for the completion of timely performance evaluations.

315.5 PAYROLL FILE

A separate payroll file shall be kept and include documents related to benefit elections, pay changes, W4s, timesheets and other payroll related forms.

315.6 CONFIDENTIAL FILES

"Confidential files shall be maintained separately from all other personnel records and shall contain all documents **covering matters such as** the employee's background investigation, drug screen, and any medical condition and history.

315.7 SECURITY

Personnel records should be maintained in a secured location and locked either in a cabinet or access-controlled room. Personnel records maintained in an electronic format should have adequate password protection.

Personnel records are subject to disclosure only as provided in this policy, the Records Maintenance and Release Policy, or according to applicable discovery procedures.

315.7.1 REQUESTS FOR DISCLOSURE

All requests for personnel records should be forwarded to Human Resources.

Human Resources shall further ensure that an appropriate response to the request is made in a timely manner, consistent with applicable law. In many cases, this may require assistance of available legal counsel.

315.8 EMPLOYEES' ACCESS TO THEIR PERSONNEL RECORDS

Employees may request access to their own personnel records during the normal business hours of those responsible for maintaining such files. Employees seeking the removal of any item from their personnel records should file a written request to Human Resources. The County should remove any such item if appropriate, or within 30 days provide the employee with a written explanation of why the contested item will not be removed. If the contested item is not removed from the file, the employee's request and the written response from the County should be retained with the contested item in the employee's corresponding personnel record.

Employees may be restricted from accessing files containing certain information (e.g., ongoing investigations to the extent that it could jeopardize or compromise the investigation).

Requests for more than four copied pages shall be charged a copy fee in accordance with County Comprehensive Ordinances, "Fee Schedules."

See collective bargaining agreement for covered employees.

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Personnel Records

315.9 RETENTION AND PURGING

Personnel records shall be maintained in accordance with the established records retention schedule and as required by 29 CFR 516.2 and 29 CFR 516.5 as applicable.

Employee Status Definitions, Benefits

316.1 DEFINITIONS

FULL-TIME EMPLOYEES - employees whose regularly scheduled work week consists of forty (40) hours per week. These employees earn full benefits.

Less than Full-time Employees - Employees whose regularly scheduled work week consists of less than forty (40) hour per week (example: 3/4 FTE), Benefits: They shall receive pro-rated benefits including vacation, holidays, and sick leave.

Health Insurance - Employees whose regularly scheduled work week consists of not less than thirty-two (32) hours per week shall receive full County medical/dental/life insurance benefits, not to exceed the current County contribution.

PART-TIME EMPLOYEES - Employees whose regularly scheduled work week consists of not less than twenty (20) hours per week. These employees earn half (1/2) benefits.

Benefits - Employees whose regularly scheduled work week consists of not less than twenty (20) hours per week (example: 25 hours per week), shall receive pro-rated benefits including vacation, holidays, and sick leave.

Health Insurance - Employees whose regularly scheduled work week consists of not less than twenty (20) hours per week, but less than thirty-two (32) hours per week; shall receive Umatilla County medical/dental/life insurance benefits, not to exceed half (1/2) the current County contribution.

TEMPORARY EMPLOYEES - Shall fill any vacancy not classified as a regular position except in the case of fill-in during an employee's temporary absence such as Family Medical Leave or Worker's Compensation disability leave. No temporary positions shall exist longer than six (6) months for General Fund positions and nine (9) months for Road Department/Public Works positions. Unless they are "special-temporary" positions created by grant funding for a specified period of time. Should a vacant position be filled with a temporary employee said employee shall be paid on an hourly basis and shall receive no benefits such as vacation leave, comp time or health insurance. Sick leave shall be accrued according to Oregon Law. PERS shall only be paid for those eligible by PERS regulations. Employees in this status will self-pay the employee portion of their PERS.

Any other usage of temporary employees shall by Board of Commissioner's written approval after application by the appropriate department head.

ON-CALL EMPLOYEES - Shall not work a regularly scheduled work week and shall not ordinarily be scheduled work in excess of nineteen (19) hours per week. On-Call employees shall be paid on an hourly basis at a rate that is the minimum for the established pay range and shall receive no benefits such as vacation leave, comp time or health insurance. Sick leave shall be accrued according to Oregon Law. PERS shall only be paid for those eligible by PERS regulations. Eligible employees in this status will self-pay the employee portion their PERS.

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Employee Status Definitions, Benefits

SEASONAL EMPLOYEES - Shall not be hired to fill any vacancy classified as a regular position. No seasonal position shall be filled in any given year longer than six (6) months except in the Public Works Department which may hire seasonal employees for up to nine (9) months. Seasonal employees shall be paid on an hourly basis and shall receive no other benefits such as vacation leave, comp time or health insurance. Sick leave shall be accrued according to Oregon Law. PERS shall only be paid for those eligible by PERS regulations. Eligible employees in this status will self-pay the employee portion of their PERS.

See collective bargaining agreement for applicable covered employees.

Personal Identifying Information

317.1 PURPOSE

To ensure Umatilla County use and disclosure of Personal Identifying Information (PII) are limited to the minimum necessary to accomplish the intended purpose.

317.2 SCOPE

This policy applies to all Umatilla County employees, interns, contractors and volunteers.

317.3 POLICY STATEMENT

It is the policy of Umatilla County to make all reasonable efforts to use or to disclose the minimum amount of PII required to achieve the particular use or disclosure unless an exception applies.

For any non-routine request for disclosure of PII that does not meet an exception, staff will review the request for disclosure on an individual basis.

317.4 PROCEDURES

1. Any type of disclosure or request for disclosure that is added on a routine and recurring basis, will limit the disclosed PII, or the request for disclosure, to that which is reasonably necessary to achieve the purpose of the disclosure or request.
2. Disclosures or requests for disclosure, that are not made on a routine and recurring basis (non-routine disclosures), staff will review the request to verify that PII disclosed or requested is the minimum necessary. All requests for non-routine disclosures or requests that do not meet an exception will be reviewed using standard criteria.
3. Exceptions to minimum necessary requirements: Umatilla County will release information without concern for the minimum necessary standard as follows:
 - (a) Disclosures to or requests by federal or state agency for tax, retirement and employment purposes.
 - (b) Uses or disclosures made to the client who is the subject of the PU.
 - (c) Uses or disclosures made for the purposes of medical insurance.
4. Umatilla County may use or disclose an individual's PII only when such use or disclosure is specifically justified as the amount that is reasonably necessary to accomplish the intended purpose or if one of the exceptions noted above applies.
5. Umatilla County, upon determination that the use, disclosure or request for PU is the minimum necessary or one of the above exceptions apply, will release the PII to the requestor.

Protected Information

318.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the access, transmission, release, and security of protected information by employees of the County. This policy addresses the protected information that is used in the day-to-day operation of the County and not the public records information covered in the Records Maintenance and Release Policy.

318.1.1 DEFINITIONS

Definitions related to this policy include:

Protected information - Any information or data that is collected, stored, or accessed by employees of the County and is subject to any access or release restrictions imposed by law, regulation, order, or use agreement. This includes all information contained in federal, state, or local databases that is not accessible to the public.

318.2 POLICY

Employees of the County will adhere to all applicable laws, orders, regulations, use agreements, and training related to the access, use, dissemination, and release of protected information.

318.3 RESPONSIBILITIES

The County Counsel shall coordinate the use of protected information, including:

- (a) Overseeing employee compliance with this policy and with requirements applicable to protected information.
- (b) Developing, disseminating, and maintaining procedures necessary to comply with any requirements for the access, use, dissemination, release, and security of protected information.
- (c) Developing procedures to ensure training and certification requirements are met.
- (d) Resolving specific questions that arise regarding authorized recipients of protected information.
- (e) Implementing security practices and procedures to comply with requirements applicable to protected information.

318.4 ACCESS TO PROTECTED INFORMATION

Protected information shall not be accessed in violation of any law, order, regulation, use agreement, county policy, or training. Only those employees who have completed applicable training and met any applicable requirements, such as a background check, may access protected information, and only when the employee has a legitimate work-related reason for such access.

Unauthorized access, including access for other than a legitimate work-related purpose, is prohibited.

Protected Information

318.5 RELEASE OR DISSEMINATION OF PROTECTED INFORMATION

Protected information may be released only to authorized recipients who have both a lawful right to know and need to know.

An employee who is asked to release protected information that should not be released should refer the requesting person to a supervisor or to the County Counsel for information regarding a formal request.

318.6 SECURITY OF PROTECTED INFORMATION

The County Counsel and IT shall oversee the security of protected information, including:

- (a) Developing and maintaining security practices, procedures, and training.
- (b) Maintaining compliance with any federal, state, and local requirements pertaining to the security of protected information.
- (c) Establishing procedures to provide for the preparation, prevention, detection, analysis, and containment of security incidents, including cyber attacks.
- (d) Tracking, documenting, and reporting all breach of security incidents to the Board of Commissioners and appropriate authorities. See also the Cybersecurity Policy

318.6.1 EMPLOYEE RESPONSIBILITIES

Employees accessing or receiving protected information shall ensure the information is not accessed or received by persons who are not authorized to access or receive it. This includes not leaving protected information, such as documents or computer databases, accessible to others when it is reasonably foreseeable that unauthorized access may occur (e.g., on an unattended table or desk, in or on an unattended vehicle, in an unlocked desk drawer or file cabinet, on an unattended computer terminal).

Records Maintenance and Release

319.1 PURPOSE AND SCOPE

This policy provides guidance on the maintenance and release of county records. Protected information is separately covered in the Protected Information Policy.

319.2 POLICY

The County is committed to providing public access to records in a manner that is consistent with state public records laws.

319.3 COUNTY COUNSEL

The Board of Commissioners shall designate County Counsel as the Administrator of Public Records. The responsibilities of the County Counsel include but are not limited to:

- (a) Managing the records management system for the County, including the retention, archiving, release, and destruction of county public records.
- (b) Maintaining and updating the county records retention schedule, including:
 - 1. Identifying the minimum length of time records must be kept.
 - 2. Identifying the county department responsible for the original record.
- (c) Establishing rules regarding the inspection and copying of public records as reasonably necessary for the protection of such records.
- (d) Identifying records or portions of records that are confidential under state or federal law and not open for inspection or copying.
- (e) Establishing rules regarding the processing of subpoenas for the production of records.
- (f) Ensuring the availability of a current schedule of fees for public records as allowed by law.
- (g) Preparing and making available to the public the records request process, to include the cost of inspecting or obtaining copies.

319.4 PROCESSING REQUESTS FOR PUBLIC RECORDS

Any employee who receives a request for any record shall route the request to the County Counsel.

319.4.1 REQUESTS FOR RECORDS

The processing of requests for any record is subject to the following:

- (a) All requests should be made in writing or on a form supplied by the County.
- (b) Clarification may be sought if the request is unreasonably broad or unclear.
- (c) Inspection of records should be during regular business hours unless otherwise authorized by the County Counsel.

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Records Maintenance and Release

- (d) Records should be made available in a format readily accessible to the requester. Records may also be made available in a specific format requested and a fee charged for reasonable costs of any required processing.
- (e) Records should be provided or a denial provided to a requester within limits set by law.
 - 1. If a delay in providing records is anticipated, the requester should be provided a written response with the reason for the delay and the anticipated date the records will be provided.
- (f) Fees should be charged as allowed by law and established by the County.
- (g) The County is not required to create records that do not exist.
- (h) When a record contains material with release restrictions and material that is not subject to release restrictions, the restricted material shall be redacted and the unrestricted material released.
 - 1. A copy of the redacted release should be maintained in the county file for proof of what was actually released and as a place to document the reasons for the redactions. If the record is audio or video, a copy of the redacted audio/video release should be maintained in the county-approved media storage system and a notation should be made in the file to document the release and the reasons for the redacted portions.

319.4.2 DENIALS

The denial of a request for records should be documented and include information as required by law.

319.5 RELEASE RESTRICTIONS

Examples of release restrictions include:

- (a) Any personal identifying information, including an individual's photograph; Social Security and driver identification numbers; name, address, and telephone number; and medical or disability information that is contained in any county record, except as authorized by the County, and only when such use or disclosure is permitted or required by law to carry out a legitimate government purpose.
- (b) Certain personnel information, including but not limited to an employee's residential address and telephone number, Social Security number, marital status, medical history, confidential recommendations for employment, and performance evaluation history.
- (c) Records pertaining to internal investigations and disciplinary matters, including but not limited to complaints and other records relating to allegations of discrimination, harassment, or retaliation, until the investigation is complete or is made part of the official record of any hearing or court proceeding.
- (d) Certain 9-1-1 records.
- (e) Audio and video recordings obtained through use of body-worn cameras by law enforcement officers, except as provided by statute.
- (f) Certain concealed firearm license/permit information of an applicant.

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Records Maintenance and Release

- (g) Records concerning security plans, procedures, assessments, measures, or systems, and other records relating to the security of persons, structures, facilities, infrastructure, or information technology systems that could reasonably be expected to be detrimental to the public's safety or welfare.
- (h) Records pertaining to strategy or negotiations related to labor relations, employment contracts, or collective bargaining and related arbitration proceedings.
- (i) Drafts, notes, recommendations, or intra-governmental memorandums pertaining to the development of resolutions, regulations, statements of policy, management directives, ordinances, or amendments prepared by or for the County.
- (j) Records where disclosure would be detrimental to the best interests of the public.
- (k) Records pertaining to pending or potential litigation that are not records of any court.
- (l) Any other information that may be appropriately denied by federal or state law.

319.6 SUBPOENAS AND DISCOVERY REQUESTS

Any employee who receives a subpoena duces tecum or discovery request for records should promptly contact a supervisor and the County Counsel for review and processing. While a subpoena duces tecum may ultimately be subject to compliance, it is not an order from the court that will automatically require the release of the requested information.

Generally, discovery requests and subpoenas should be referred to the County Counsel.

All questions regarding compliance with any subpoena duces tecum or discovery request should be promptly referred to the County Counsel so that a timely response can be prepared.

319.7 SECURITY BREACHES

Employees who become aware that any county records system may have been breached should notify the County Counsel as soon as practicable.

The County Counsel shall ensure any required notice of the breach is given.

If the breach reasonably appears to have been made to protected information covered in the Protected Information Policy, the County Counsel should promptly notify the appropriate employee designated to oversee the security of protected information (see the Protected Information Policy).

If the breach involves or may involve a cybersecurity incident, the County Counsel should immediately report it pursuant to the incident reporting procedures established by the Information Security Officer (see the Cybersecurity Policy).

319.8 EXPUNGEMENT

The County Counsel shall review all court orders and other filings that pertain to the expungement or sealing of records for appropriate action. Once a record is expunged or sealed, employees shall respond to any inquiry as though the record did not exist.

Reporting Changes to an Employee's Personal Data

320.1 PURPOSE AND SCOPE

The purpose of this policy is to keep employees' personal data up to date.

320.2 POLICY

Because personnel records are used to administer pay and benefits, and other employment decisions, employees are responsible for keeping information current regarding changes in name, address, phone number, exemptions, dependents, beneficiary, etc. Keeping your personnel records current with regard to pay, deductions, benefits and other matters is important. If employees have in any of the following items, Human Resources is to be notified to ensure that the proper updates are completed as quickly as possible:

- Name;
- Marital status/Domestic Partnership (for purposes of benefit eligibility determination only);
- Address or telephone number;
- Dependents;
- Person(s) to be notified in case of emergency;
- Other information having a bearing on your employment; and
- Tax withholding.

Employees may not intentionally withhold information from Umatilla County about the items listed above in order to continue to receive benefits or anything of value for themselves or anyone else. Upon request, Umatilla County may require employees to provide proof of marital status/ domestic partnership status. Employees who violate this policy may be subject to discipline, up to and including termination.

Job Descriptions

321.1 PURPOSE AND SCOPE

This policy establishes the requirements for creating, maintaining, and using job descriptions for all positions within Umatilla County. The purpose of this policy is to ensure that all positions have an accurate, up-to-date, and standardized job description that clearly defines the duties, responsibilities, and qualifications of the role. This policy also supports fair and consistent hiring, performance management, and career development practices across all departments.

321.2 POLICY

(a) Requirement for a Job Description

- Every position, both new and existing, within each Umatilla County department must have an approved job description. Departments are responsible for ensuring that all positions, including temporary, part-time, and full-time roles, are covered by a current job description.

(b) HR Review and Approval

- All new and updated job descriptions must be reviewed and approved by the Human Resources (HR) department before they are finalized. This ensures consistency, compliance with relevant laws and regulations, and alignment with county-wide standards. Departments must submit all job descriptions changes to HR for review prior to requesting signature from an employee.

(c) Annual Review

- Job descriptions must be reviewed and updated annually. This review should be conducted as part of the employee's annual performance evaluation process. The supervisor and the employee should review the job description together to ensure it accurately reflects the current duties and responsibilities of the position.

(d) Documentation and Filing

- Once the annual review is complete and the job description has been approved by HR, both the employee and their supervisor must sign the document. A signed copy must be placed in the employee's official personnel file. This provides a clear and verifiable record of the employee's duties and responsibilities.

(e) Recruitment and Vacant Positions

- A current, HR-approved job description is required for all recruitment efforts. Departments must submit the job description for the vacant position to HR as part of the request to recruit. The job description will be used to create the job posting, screen applicants, and inform the interview process. No recruitment activities for a position may begin without an approved job description.

321.3 ROLES AND RESPONSIBILITIES

(a) Human Resources (HR):

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Job Descriptions

- Responsible for reviewing and approving all job descriptions to ensure they meet county standards and legal requirements. HR will also maintain the official file of approved job descriptions and provide guidance and support to departments.
- (b) Department Heads and Supervisors:
 - Responsible for ensuring that all positions within their department have a job description that is reviewed and updated annually. They must also submit all new or updated job descriptions to HR for review and approval.
- (c) Employees:
 - Required to participate in the annual review of their job description with their supervisor and sign the updated document.

"At-Will" Employees

322.1 PURPOSE AND SCOPE

This policy establishes that **all non-elected, non-union covered ("Union Exempt") employees of Umatilla County are employed "at-will" as defined in Oregon Law.**

322.2 POLICY

All "At-Will" employees are appointed to serve at the pleasure of the appointing authority and may be terminated for any reason not prohibited by law by the department director or elected official who supervises their position.

322.3 INTERPRETATION

This concept of "At-Will" employment for non-union covered positions shall be an explicit condition of appointment and of continuing employment of those already employed, notwithstanding any other provision of County Policy or past practices to the contrary. No other County Policy shall be interpreted as to grant "contractual" or "quasi-contractual" rights to County employment greater than stated in this Policy.

322.4 RIGHT OF LIMITED REVIEW

Any "At-Will" employee who is terminated by the Board of Commissioners may appeal to the District Attorney if they feel the termination was for any reason prohibited by Oregon or Federal Law. If the District Attorney finds that the termination is in violation of law, they shall sustain that appeal and the employee shall be reinstated and restored to pay and benefits. If the termination was made by other than the Board of Commissioners, then the appeal shall be made to the Board rather than the District Attorney.

322.5 DESIGNATION OF EXEMPT POSITIONS

The following positions shall be designated as Union Exempt, and shall be excluded from all collective bargaining units per PECBA regulations as defined in ORS 243.650. The Board of Commissioners may delete or may designate additional positions as duties are changed or new positions are established. These exemptions include positions which are excluded from Union representation due to their status as "Supervisory Employees", or "Confidential Employees". Exempt Positions are as follows:

- (a) All Elected Officials
 - 1. Commissioners
 - 2. Sheriff
 - 3. District Attorney
- (b) Board of Commissioners Staff
 - 1. Executive Secretary
 - 2. Board of Commissioners Program Reports

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"At-Will" Employees

- (a) Emergency Management/Resource Administrator
- (c) Legal Counsel
 - 1. County Counsel
 - 2. Deputy County Counsel
- (d) Human Resources
 - 1. Director of Human Resources
 - 2. Pay and Benefits Administrator
 - 3. Human Resources Specialist
- (e) Finance
 - 1. Chief Financial Officer
 - 2. Assistant Director
- (f) Assessment and Taxation
 - 1. Director of Assessment, GIS, and Taxation
 - 2. Deputy Director of Assessment, GIS and Taxation
 - 3. Appraisal Supervisor(s)
 - 4. GIS Supervisor
- (g) Administrative Services
 - 1. Director of Administrative Services
 - 2. IT Systems Manager
 - 3. Elections/Records Supervisor
 - 4. Elections Manager
 - 5. Facilities Manager
 - 6. Records Manager
- (h) District Attorney
 - 1. Office Manager
 - 2. Chief Deputy District Attorney(s)
 - 3. Victim/Witness Assistant Program Director
- (i) Department of Law Enforcement
 - 1. Office Manager
 - 2. Undersheriff
 - 3. All Captains
 - 4. All Lieutenants

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"At-Will" Employees

- (j) Community Justice
 - 1. Community Justice Director
 - 2. Assistant Director
 - 3. Office Manager
 - 4. Program Managers
 - 5. Juvenile Division Assistant Director
- (k) Human Services
 - 1. Director of Human Services
 - (a) Developmental Disabilities
 - 1. Service Coordinator Supervisor
 - 2. CDDP Auxiliary Program Coordinator
 - (b) Veterans Services
 - 1. Veterans Service Manager
 - (c) CARE
 - 1. CARE Coordinator
- (l) Public Health
 - 1. Director of Public Health
 - 2. Deputy Director of Public Health
 - 3. Nurse Practitioner
 - 4. PH Nursing Supervisor
 - 5. PH Program Manager
 - 6. CD Manager
 - 7. Community Health Manager
 - 8. PH Communications Coordinator
- (m) Community and Business Development
 - 1. Director of Community Business and Development
 - 2. Planning Manager
- (n) Public Works
 - 1. Director of Public Works
 - 2. Assistant Public Works Director
 - 3. Foremen (Bridge, Crusher, Road, Shop)
 - 4. Noxious Weed Field Manager
 - 5. Superintendents (Survey, Operational, Weed)

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"At-Will" Employees

- 6. Sign Crew Supervisor
 - (o) All Temporary Employees - Subject to collective bargaining agreement.
 - (p) All Probationary Employees - Subject to collective bargaining agreement.

Strikes

323.1 POLICY

County employees, acting either as an individual or as a group, will not initiate, cause, participate or join in any strike, work stoppage, slow-down, picketing or any other restriction of work at any location in the County, if such action is in violation of an existing collective bargaining agreement or state law.

Disciplinary action, including discharge, may be taken by the County against any employee or employees engaged in a violation of this section. Employees shall honor the terms and provisions of this section at all times and shall not "slow-down", "sit-down" or "walk-out" in sympathy with any labor dispute involving third parties, or a dispute between the County and any employee or group of employees, or honor any picket line established by any such employee or group of employees. In the event of a strike, work stoppage, slow-down, picketing or other restriction of work in any form the Board of Commissioners will attempt to secure an immediate and orderly return to work.

Layoff

324.1 POLICY

In the event of changes in organizational structure, management direction and philosophy, mission, overall duties, lack of work or funding limitations, it is the right and obligation of the County to reorganize, establish or eliminate positions and functions, and conduct layoff of employees as necessary.

See collective bargaining agreements for the policies and procedures managing the layoffs for the affected employees are covered by those agreements.

For non-Union covered employees, employment is "At-Will" and layoffs of such employees shall be identified by the Department Directors and brought forward to Human Resources for review, considering the needed change and the best interests, fiscal obligations and best interests of the County and the public. The Board of Commissioners will make the final decision for layoffs.

Use of County-Owned Resources

325.1 PURPOSE AND SCOPE

Ensure the proper use of all County property.

325.2 POLICY

Use of public property must be confined to proper public purposes. The use by employees of all County property, including motor vehicles, must comply with all federal and state laws and regulations. Oregon government standards and practices law applies to all County officers, full and part time employees and volunteers. Types of activities that are prohibited include, but are not limited to:

- (a) Purchase of personal items or services at County discount rates or using County contracts or credit.
- (b) Use of County-owned facilities, tools, or equipment for personal purposes, at work or at home.
- (c) Use of County-owned copiers, fax machines, telephones, or computers for personal use, unless the particular piece of equipment is also available for use by the general public.
- (d) Use of County employees on County time for personal projects.
- (e) Use of County-owned/provided cellular phones will be used solely for County business. No employee shall be allowed to purchase or enter into a contract for a cellular phone under the umbrella of any County discounted rates.
- (f) All County employees will utilize County-owned solely for the public purposes of engaging in County employment. All managers and supervisors shall ensure that employees are aware of this Policy and enforce compliance. All employees are personally responsible for compliance.

The Information Technology Division shall examine and remove any prohibited software from County PCS before distribution of any newly acquired or reallocated PCS.

All County employees use public property with the clear understanding that it is for public purposes and that there is NO right nor expectation of privacy created in such use (desks, PCS, email, etc). Specifically, supervisors and appropriate staff (i.e. IT) shall have access to all locked areas, password protected files, etc. to conduct public business and ensure adherence to County Policies.

Other than as specifically permitted by state law for salary, reimbursement of expenses and certain type of statutorily permitted gifts, awards, and honoraria, no county employee, officer, or volunteer may use their official position or office to obtain a financial gain or avoid a cost that would not otherwise be available but for their County position. Violation of this policy shall be grounds for disciplinary action in addition to any penalties under state law that may be applicable.

Costs of use or correcting violations or damage to any County equipment caused by violation of this Policy may be allocated to the individual responsible.

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Use of County-Owned Resources

Personal items in County-owned buildings and vehicles will be at the risk of the employee and the County will not be responsible for the damage, theft, or loss of an employee's personal belongings/items. Any and all claims for reimbursement will be denied. This does not apply to situations where employees are required by management to use their own equipment on the job.

Use of mobile communication devices is prohibited while operating a County-owned vehicle on a highway, except as authorized by state law.

Salaried/Exempt Employees

326.1 PURPOSE AND SCOPE

The Board of Commissioners has designated the following "Salaried/Exempt" or "BOLI Exempt" positions to be exempt from overtime/comp-time compensation and standard record keeping requirements. These positions were designated "Salaried/Exempt" or "BOLI Exempt" because they are compensated on a monthly salary basis and because they fall into one or more of the following classifications:

- Executive
- Administrative
- Professional within the Bureau of Labor and Industry guidelines

326.2 POLICY

Employees working in the following positions will no longer be eligible for overtime/comp-time compensation (except those positions listed below which are Union eligible will be subject to their Union agreement language regarding overtime/comp-time compensation); and are not required to keep track of daily hours worked. "Salaried/Exempt" or "BOLI Exempt" employees will receive their monthly salary based on completion of a Umatilla County "Salaried/Exempt Employee Timesheet"; accounting only for days worked; and use of sick leave, vacation leave, bereavement leave, birthday holiday (excluding Public Works employees), Day after Thanksgiving (Public Works employees only), floating holiday, and other leave as mentioned in the Umatilla County Personnel Policy and Procedure Manual.

Exempt employees may not have their salaries temporarily reduced due to discipline (except as a result of discipline for a major safety violation).

326.3 SALARIED/EXEMPT POSITIONS

The Board of Commissioners has designated the following "Salaried/Exempt" or "BOLI Exempt" positions to be exempt from overtime/comp-time compensation. These positions are designated Exempt because they are compensated on a monthly salary basis and because they fall into one or more of the following classifications: (1) Executive, (2) Administrative, and (3) Professional with the Bureau of Labor and Industry guidelines.

Employees working in Exempt designated positions are expected to account for their daily time to total 40 hour workweeks. Time not worked during regular business hours will be designated from leave accrual balances or designated as administrative leave if additional hours have been worked on an hour for hour basis. Additional hours are not banked and are not subject to payout.

The Board of Commissioners may delete or may designate additional positions as duties are changed or new positions are established, based upon the criteria established in ORS 243.650.

(a) ADMINISTRATIVE SERVICES:

1. Director

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Salaried/Exempt Employees

2. IT Program Manager
3. Facilities Manager
4. Elections/Records Supervisor
5. Elections Manager
6. Records Manager
- (b) ASSESSMENT, TAXATION/GIS
 1. Director
 2. Deputy Director of Assessment & Taxation
 3. Appraisal Supervisor
 4. GIS Supervisor
 5. Tax Accounting Manager
- (c) BOARD OF COMMISSIONERS
 1. County Counsel
 2. Deputy County Counsel
 3. Emergency Operations Manager
- (d) COMMUNITY DEVELOPMENT
 1. Director
 2. Planning Division Manager
- (e) COMMUNITY JUSTICE
 1. Director
 2. Assistant Director
 3. Parole & Probation Officer III
 4. Juvenile Division Assistant Director
 5. Office Manager
- (f) DISTRICT ATTORNEY
 1. Deputy District Attorneys (all levels)
 2. Office Manager
 3. Victim/Witness Assistance Program Director
- (g) FINANCE
 1. CFO
 2. Assistant Director of Budget & Finance
- (h) HUMAN RESOURCES

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Salaried/Exempt Employees

1. Director
- (i) HUMAN SERVICES
 1. Director
 2. Developmental Disabilities Services Supervisor
 3. Service Coordinator Supervisor
 4. CDDP Auxiliary Program Coordinator
 5. Veterans Services Manager
 6. CARE Coordinator
- (j) PUBLIC HEALTH
 1. Director
 2. Deputy Director of Public Health
 3. Clinic Nurse Supervisor
 4. Wellness & School Supervisor
 5. Nurse Practitioner
 6. Public Health Program Manager
 7. Home Visit Nurse Supervisor
 8. Community Health Supervisor
 9. Communicable Disease Manager
 10. Environmental Health Supervisor
 11. Office Manager
- (k) PUBLIC WORKS
 1. Director
 2. Assistant Director
 3. Deputy Surveyor Survey
 4. Superintendent Noxious Weed
 5. Superintendent PW Foreman
- (l) SHERIFF
 1. Undersheriff
 2. Captain
 3. Lieutenant
 4. Office Manager

Work Hours

327.1 PURPOSE AND SCOPE

To establish the regular work hours for County Departments.

327.2 POLICY

Regular work hours for County offices are set by the Board of Commissioners.

327.3 WORK HOURS

The regular work hours for County offices are 8 am to 5 pm Monday through Friday. Work hours are established by the Board of Commissioners. The Sheriff's Office is required to maintain 24 hour coverage and will establish shifts for 7 day, 24 hour coverage.

Any department/division mandated by ORS to remain open between the hours of 12:00 (noon) and 1:00 p.m. will stagger employee lunches to accommodate the needed coverage.

Any office or department that wishes to change its schedule of work from five 8 hour days to four 9 hour days and one 4 hour day or four 10 hour days must receive written permission from the Board of Commissioners and must post any change for all employees and the public to view.

Only the Board of Commissioners possess the authority to close offices or grant administrative time off to non-exempt personnel.

Subject to collect bargaining agreement(s).

327.4 FLEX TIME

Flex Time: is any deviation from the ordinary, established hours for the Agency as set by the Board of Commissioners.

- (a) Flexible scheduling is of two types: a) temporary, irregular, one-time, occasional or task-specific which may affect one or more employees; and b) Regular and established deviation from the normal agency hours of duty for some or all employees working within the affected office/function.
- (b) Under the terms of the Labor/Management Agreement "Flex Time" or flexible scheduling is a permitted practice when mutually agreeable between an affected employee or group of employees and the supervisor, subject to the approval of the Board of Commissioners (except for one-time, or occasional Flex which may be approved by the Department/Division Head).
- (c) The request for flexible hours may originate with management or from the employee(s).
- (d) General Flex-time Guidelines for Managers. In considering requests for flexible hours, or for other deviation from the regular work hours, managers will consider and adhere to the follow guidelines:
 - 1. County Offices, buildings, and functions must be open and available to conduct their ordinary business with and for the public during normal work hours as established by the Board of Commissioners.

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Work Hours

2. Supervisors and managers must be available to provide appropriate policy and management assistance and supervision while County employees are performing their functions.
3. Efficiency of County services to the public is primary and shall take precedence over individual employee preferences. Service operations should be suitable to accommodate the public's needs and desires over the employees preferences.
4. Employee welfare and safety must be considered.
5. The flex schedule must be manageable and not create undue burden on supervisors or other agencies or employees.
6. The Flexible schedule must not require or allow of any given employee more than ten (10) hours of continuous service (exclusive of a meal break) within any given 24 hour period nor may the total hours of work within an ordinary work week exceed forty (40) hours without appropriate overtime/compensatory time being given.
7. Agreement of the affected employees will not be coerced either by management nor by fellow employees.

327.5 CHANGE IN HOURS

Circumstances may arise, due to lack of funds, changes in services to the public or re•organization, which would necessitate the change in hours of work for County employees and departments. The Board of Commissioners shall make public knowledge of any such changes and each department shall be responsible for posting the hours for its services. Notification of changes to staff schedules shall be the responsibility of the department/division head.

Overtime Compensation

328.1 PURPOSE AND SCOPE

This policy establishes guidelines and procedures regarding overtime for employees, in conformance with the Fair Labor Standards Act (FLSA) (29 USC § 201 et seq.).

Employees covered by collective bargaining agreements should follow procedures established in those agreements.

328.2 POLICY

The County will compensate nonexempt employees who work authorized overtime by the accrual of compensatory time (29 CFR 553.22). Employees who are salary exempt from FLSA are not compensated for overtime worked.

328.3 COMPENSATION

Accrual of compensatory time in lieu of compensation for overtime worked, shall be at the rate of not less than one and one-half hours for each hour of employment for which overtime compensation is required (29 USC § 207(o)(1)).

Nonexempt employees are generally entitled accrual of compensatory time for work over 40 hours in a given workweek (29 USC § 207).

Exempt employees may be eligible to use hour for hour administrative leave with the approval of their immediate supervisor.

328.4 EMPLOYEE RESPONSIBILITIES

Generally, no employee is authorized to work overtime without the prior approval of a supervisor. If circumstances do not permit prior approval, approval shall be sought as soon as practicable during the overtime shift and in no case later than the end of the shift in which the overtime is worked.

Nonexempt employees shall:

- (a) Obtain supervisory approval, verbal or written.
- (b) Record the actual time worked in an overtime status using the county-approved form or method. Informal notations on reports, logs, or other forms not approved for overtime recording are not acceptable.
- (c) Submit the request for overtime compensation pursuant to county payroll procedures.

328.5 SUPERVISOR RESPONSIBILITIES

Supervisors shall:

- (a) Prior to authorizing an employee to work overtime, evaluate the need for the overtime.
 - 1. Supervisors should not authorize any request to work overtime if the overtime would not be an appropriate use of county resources.
- (b) Upon receipt of a request for overtime compensation, confirm that the overtime was authorized and then verify the actual time worked.

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Government Policy Manual

Overtime Compensation

1. Supervisors identifying any unauthorized overtime or discrepancy shall initiate an internal investigation.
- (c) After verifying and approving the overtime amount, ensure time has been properly recorded using the county-approved form or method and submit the request for compensation pursuant to county payroll procedures.

Supervisors may not authorize or approve their own overtime.

328.6 VARIATION IN TIME REPORTED

When two or more employees are assigned to the same activity and the amount of time for which overtime compensation is requested varies among the employees, the Board of Commissioners, authorized designee, or other approving supervisor may require each employee to include the reason for the variation on the overtime compensation request.

328.7 REQUESTING USE OF COMPENSATORY TIME

Compensatory time off shall be scheduled by mutual agreement, or at the discretion of the employee's supervisor if mutual agreement cannot be reached. Requests to use compensatory time will be submitted to the employee's supervisor at least 24 hours in advance of its intended use and should not unduly disrupt county operations (29 USC § 207(o)). Supervisors may make exceptions for advanced notice in unusual or extraordinary circumstances.

Supervisors shall not unreasonably deny employee requests to use compensatory time (29 CFR 553.25).

Salary Ranges and Steps

329.1 PURPOSE AND SCOPE

Umatilla County, our employees are our most valuable asset, driving our success through competence, innovation, and dedication. By aligning with our Mission, Vision, and Values, we foster an environment that supports teamwork and service excellence.

Our compensation and benefits are designed to attract and retain talented employees while remaining competitive with both public and private sector employers. Pay decisions are made consistently and transparently, considering market data and internal equity. For union-covered employees, compensation follows the applicable Collective Bargaining Agreements.

We are committed to open communication regarding our compensation practices.

329.2 POLICY RANGES

In establishing Ranges for various job series and positions, the Board of County Commissioners has endeavored to create a structure for compensating employees whose positions of employment required like or comparable job skills, educational and employment experiences, special training and degree of sensitivity and responsibility. All positions are classified within a certain, set Range by the Board of Commissioners.

- (a) Umatilla County strives to ensure all employees are paid fairly and responsibly based on a variety of factors relating to their position, and experience. From time to time, employees performing work of comparable character may have different compensation levels. Any such differences will be based on Umatilla County objective processes for evaluating an employee's work and potential. Umatilla County will review the following factors when making pay decisions: seniority, quantity or quality of work, workplace location, necessary travel, education, training, experience, or any combination of those factors. Any employee who believes they are not being compensated fairly in light of the above factors is highly encouraged to discuss the matter with a manager or supervisor to obtain additional clarification.
- (b) For represented employees, Umatilla County will follow the respective collective bargaining agreements. For non-represented employees they will follow the same guiding principles of the corresponding bargaining units.
- (c) A portion of Umatilla County' market competitive stance will be attributed to benefits the organization offers its employees.
- (d) Umatilla County' compensation structure will be evaluated based on compliance with Oregon Pay Equity requirements and will maintain an evaluation of all positions using the five comparable characteristics; Job Knowledge, Skill, Effort, Responsibility and Working conditions.

For Position Reclassifications and New Positions see Policy 331.

Umatilla County compensation maintains (6) six wage structures, represented positions, Exempt positions, Exempt Administrative/Director positions, Represented positions-DA, Represented positions-SO, Non-Represented positions and Non-Represented positions- SO.

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Salary Ranges and Steps

The following defines the use of salary steps as it relates to the pay structures.

Employees of AFSCME Local 3742 ("courthouse") and 1393 ("public works"), Non-represented employees including Non-Benefitted positions within these bargaining units and Exempt employees will have a 5 step pay structure. Employees shall be placed on the salary schedule at Step 1 on the appropriate salary schedule. Each regular employee shall advance one step on the salary schedule after completing 6 months of employment. Thereafter, each regular employee shall progress on the salary scheduled based on the employee's years of service, within their salary classification, on the date of their anniversary of employment. See Collective Bargaining Agreements for Union covered employees.

Employees in Exempt – Administrative/Director positions have a single rate of pay for all positions within this classification.

Employees of the AFSCME Local 3742-4 bargaining unit will be placed on the salary schedule at step 1 of the classification of District Attorney level appropriate based on their experience and assigned case load. They will receive a 1 step increase each year with a maximum of 7 steps. Promotion to a higher placement will be based on experience and caseload and will progress from step 1 through step 7 as defined above. There will be no lateral placement within the steps. See Collective Bargaining Agreements for Union covered employees.

Employees of the UCLEA ("sheriff") bargaining unit, and non-represented/non-benefitted positions within this unit are subject to a 6 Step salary schedule. Employee who meet the minimum qualifications of a position will be placed at step 1 upon hire. They will progress to step 2 following satisfactory completion of probation, step 3 after 3 years of service, step 4 after 5 years of service, step 5 after 7 years of service and max out at step 6 after 9 years of service. Employees who are being hired into positions which require DPSST certification can be laterally placed within steps of the position classification. Placement will be based on their total years of experience within their current classification, employee must have served in the same/similar positions/classification with another public safety agency with no lapse in DPSST certification before coming to Umatilla County to be eligible for lateral placement and previous service credit. See Collective Bargaining Agreements for Union covered employees.

Cost of Living

Cost of living increases are set through labor negotiations and approved by the Board of County Commissioners and shall be applied to current salary schedules.

Process

Plan Administration is the responsibility of the Human Resources Department.

Department Responsibility: Department Heads must approve and submit payroll change notices to the Human Resources Department for employee new hires, terminations, and step increases by the 20th of the month in which they are to be effective.

Exempt Employee Compensation

330.1 PURPOSE AND SCOPE

This policy applies to all benefited Umatilla County employees who are not represented by a union collective bargaining agreement. Herein referred to as Exempt Employees.

330.2 POLICY

This policy sets forth the policies regarding such benefits and compensation of exempt employees. Non-benefitted employees are not entitled to benefits unless otherwise stipulated. These benefits and compensation levels may be modified at will by the Commissioners as needed and as fiscal prudence requires.

330.3 SALARY INCREASES

Exempt employees' salaries will be adjusted on a fiscal year basis, determined by the highest negotiated collective bargaining agreement cost of living adjustment. Approved salary ranges are shown in the Exempt Employee Salary Schedule. Such compensation will be approved by the Commissioners. Generally, such adjustments are considered part of the budget process.

330.4 BENEFITS

Exempt employees will received benefits as established by the highest negotiated collective bargaining agreement, except for certification pay and insurance package for Sheriff's Office exempt employees which follow the UCLEA collective bargaining agreement. Community Corrections and Sheriff's Office Lieutenants, Captains, and the Sheriff are eligible for additional DPSST Certification Pay as follows: Management - 1% and Executive - 1% premium pay.

Bilingual English/Spanish Incentive Pay

331.1 PURPOSE AND SCOPE

The purpose of this policy is to define bilingual English/Spanish incentive pay. AFSCME Local 3742 CBA and Exempt employees are eligible for this pay.

331.2 POLICY

Definition of Designated Positions:

Positions eligible to receive bilingual English/Spanish incentive pay must meet specific criteria, including:

1. Public contact with regular and frequent use of bilingual skills.
2. Bilingual skills are necessary to provide services and essential to successful performance of official functions;
3. Bilingual skills are an essential element of job duties; and
4. Position performs in a setting where there is a demonstrated public need for the designation.

In the event that an incumbent moves to a position that is not designated as bilingual or if the bilingual designation of a position is removed, the bilingual pay will cease.

Positions which already reflect that bilingual use is compensated by other means, including reduction in job duties, may not be eligible for incentive pay.

331.3 PROCEDURES FOR REQUESTING BILINGUAL DESIGNATION

1. Department Heads shall request a bilingual designation review by submitting a completed Bilingual Differential Pay Form and providing a detailed written justification to the Human Resources. The justification should describe the need for the designation and the nature and frequency of bilingual duties.
2. The Human Resources may designate occupied positions as bilingual. However, the incumbent is required to pass the proficiency test for the designation to be effective.
3. Applicants or incumbents for a bilingual designated position must pass a bilingual proficiency test to be eligible for bilingual pay.
4. The Department Head may request that a bilingual designation be removed from a position and must provide justification to the Human Resources describing the reasons for the requested change.
5. All designations are subject to the approval of the Human Resources Director.

331.4 TESTING

Upon approval employees requesting bilingual English/Spanish incentive pay shall schedule and pass, at their time and expense, the following tests through Language Line Solutions.

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Bilingual English/Spanish Incentive Pay

To be eligible for incentive pay employees must pass the following tests with scores of a minimum of 3 = High Intermediate+ or higher and Competent = 80% or higher. If tests grade differently than described above HR will set the passing rate.

All Positions:

- Language Proficiency
- Interpreter Readiness Assessment

Tests and categories are subject to change.

Alternatively, after following all other procedures for Bilingual Designation, employees who complete and pass the Oregon Health Authority Health Care Interpreter Program and receive their certification will be eligible for incentive pay.

If there is any question about which test category applies to a position, Human Resources will make the determination.

331.5 COMPENSATION

Compensation shall be based on successful completion of the Language Line Solutions testing modules appropriate for their department/roles within the County.

Employees who are determined to qualify for bilingual incentive pay as outlined above will receive 5% additional pay. Pay will begin the first of the month following receipt of the certificates of successful completion of the required tests to Human Resources. Employees are responsible for submitting these results.

Upon successful completion of the exams, employee can submit a receipt for the cost of the exam(s) along with their certificate of successful completion to Human Resources for reimbursement of the fees associated with this testing. In no case will Umatilla County reimburse for unsuccessful testing fees.

[See attachment: Policy 331 attachment - Bilingual English Spanish Differential Pay Form.pdf](#)

Insurance

332.1 PURPOSE AND SCOPE

The County currently offers a medical, dental, and accidental death and dismemberment insurance program. Qualifications and guidelines are as follows:

332.2 POLICY

WAITING PERIOD - The waiting period for eligible employees is the first of the month following 60 days of continuous service.

ELIGIBLE EMPLOYEES - Regular, benefited employees working from 20 hours per week to full-time, who have satisfied the waiting period. Temporary, on-call, and seasonal employees are not eligible. All eligible employee are required to enroll in a minimum of single medical coverage. In the event that both husband and wife are employed by the County, both employees are required to carry their own medical policy. In no case will employees or their dependents be allowed coverage on more than one County policy.

ELIGIBLE DEPENDENT FAMILY MEMBER - Is an enrolled County employee's legal spouse and any unmarried child or children under the age(s) of 26 years who are family members by virtue of marriage, birth or adoption, or, are persons who by virtue of their relationship with the employee are required by law to be entitled to such coverages upon presentment of satisfactory evidence of such eligibility. "Eligible Dependent Family Members" are further defined in the insurance policies. An enrolled employee shall have a duty to immediately notify the Human Resources Department of any termination of eligibility by the employee's enrolled "eligible dependent family member."

COUNTY PAID INSURANCE PORTION - The County will contribute the union negotiated percentage of premium costs for employees working 32-40 hours per week for medical, dental, and life/ADD insurance premiums. Employees working 20-31 hours per week will be eligible for half of the County contribution. The established insurance contribution for all union exempt employees shall follow the AFSCME contract which is the most beneficial bargained insurance contribution. With the exception of the exempt employees who supervise employees of the UCLEA. These exempt employees will follow the UCLEA bargained language for insurance contributions. No portion of this contribution will be paid to the employee.

EMPLOYEE PAID PREMIUM - Any portion of the premium which is more than the County contribution will be withheld from the employee's pay. Employees have the option to pay their portion of the premium with pre-tax dollars, as per Section 125 of the IRC code.

TERMINATION OF COVERAGE - Insurance with the County will end the last day of the month in which termination occurs. Employees who terminate for any reason other than gross misconduct are allowed the opportunity to continue their medical/dental insurance through COBRA or portability, as allowed by law. If continuation is elected, the terminating employee will be responsible for all premiums for the coverage selected.

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RETIREMENT - Employees who retire with PERS benefits prior to age 65 will be eligible to continue COBRA coverage until they are covered by Medicare.

OTHER - The coverage available, and the company providing such coverage is subject to change.

The County shall offer comprehensive insurance coverage, but does not guarantee any specific standard of coverage. The County shall not be responsible for any payment of insurance premiums other than those premiums as listed above.

PERS Retirement

333.1 RETIREMENT PLAN

The County will maintain retirement plans for eligible employees, as follows:

- (a) Under the Oregon Public Employees Retirement System (PERS) for all eligible employees (e.g., generally, those who commenced public employment before August 28, 2003).
- (b) Under the Oregon Public Service Retirement Plan (OPSRP) for all eligible employees hired on or after August 29, 2003.

The eligibility requirements shall be those established in state law (e.g., ORS Chapter 238). Employees will be either PERS-Tier 1, PERS - Tier 2, or OPSRP members, depending on their eligibility under the applicable state laws.

The County will pay the 6% PERS/OPSRP employee contributions for all benefitted employees. Non-benefitted employees will be responsible for paying their own 6% employee contribution.

The rights of employees upon retirement or termination of service with the County shall be governed by the state law which applies at that time.

Employment or re-employment of PERS/OPSRP retirees by the County must be in compliance with all applicable PERS/OPSRP and IRS provisions.

333.2 WORK BACK AFTER RETIREMENT

Retirees may work for Umatilla County for an unlimited number of hours while continuing to receive their pension benefit through December 31, 2034, based on SB 1049 and updated HB 2296.

Retirees may continue to receive PERS retirement benefits (but not accrue any new retirement benefits) and;

Receive wages from your employer; and

Have no limitations to the number of hours you can work. Restrictions may apply if you retired early from PERS, or if you are receiving Social Security retirement benefits and have not reached "full retirement age" under Social Security.

*Note: You must have retired at or after "normal retirement age" (Tier One/Tier Two, OPSRP) or with 30 years of service (25 years for most Police and Fire members) to be eligible for unlimited retiree hours under SB 1049.

The existing, pre-SB 1049 limitations and exceptions continue to apply to early retirees that do not have a six-month break.

If you are a Tier One/Tier Two early retiree without a six-month break, you may be employed by a PERS-participating employer and continue to receive your retirement benefits as long as you do not work 1,040 hours or more in a calendar year.

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PERS Retirement

If you are an OPSRP early retiree without a six-month break, you may be employed by a PERS• participating employer and continue to receive your retirement benefits as long as you do not work 600 hours or more in a calendar year.

If you retire/retired earlier than normal retirement age, you must have a complete break in all PERS-participating employment for at least six months in order to be eligible for unlimited retiree hours under SB 1049. Otherwise, the existing Tier One/Tier Two and OPSRP limits of working less than 1,040 and 600 hours, respectively, apply.

If you are receiving Social Security benefits and have not reached "full retirement age" (FRA) under Social Security, the Social Security Administration and PERS have additional limitations on your employment. If you have not reached FRA, you may need to limit your hours to stay within the income allowed under the annual Social Security income limits.

333.3 BENEFITED POSITIONS

This section does not apply to disability or early retirement.

(a) CURRENT EMPLOYEES

- Employees may retire in their PERS/OPSRP covered position and remain employed in their current capacity without interruption of wages, benefits, or service credit, subject to PERS rules and hour limitations.
 - On the last work day preceding the employee's PERS retirement date, employees will receive lump-sum payout of any vacation/comp/floating or birthday holiday time. Sick leave balances shall be retained and reported to PERS if applicable.
 - Umatilla County will continue to contribute to PERS as required by applicable state law.

(b) NEW EMPLOYEES

- PERS/OPSRP retirees who are hired into County benefitted positions will be subject to all Policy, Collective Bargaining Agreements (if applicable), wages, benefits, and accruals afforded to the position for which they are hired.

IT IS THE DUTY OF THE EMPLOYEE, AND NOT THE COUNTY, TO DETERMINE, MONITOR AND ASSURE THAT THE EMPLOYEE'S RIGHTS, DUTIES AND INTERESTS IN CONNECTION WITH THIS LIMITATION ARE PROTECTED, INCLUDING THE DUTY TO ASSURE THAT THEIR ALLOWED HOURS ARE NOT EXCEEDED.

333.4 NON-REGULAR - NON-BENEFITTED POSITIONS

Employment consideration into a non-regular, non-benefitted position shall be contingent upon position availability and is not intended to take the place of regular Union negotiated positions.

(a) CURRENT EMPLOYEES

1. Current regular benefitted employees who retire with PERS/OPSRP and wish re-employ into available/BCC approved positions working 1039 hours or less within the calendar year DO NOT accrue any benefits, including medical/dental

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insurance, paid vacation, etc. However, they may exercise COBRA and other rights accrued as a result of prior employment.

(b) NEW EMPLOYEES

1. PERS/OPSRP retirees who are hired into County non-benefitted positions will be subject to all Policy, Collective Bargaining Agreements (if applicable), and wage scale of the position. Employees working in this capacity will be compensated at Step 1 of the applicable salary schedule.

333.5 EMPLOYEE RESPONSIBILITIES

IT IS THE DUTY OF THE EMPLOYEE, AND NOT THE COUNTY, TO DETERMINE, MONITOR AND ASSURE THAT THE EMPLOYEE'S RIGHTS, DUTIES AND INTERESTS IN CONNECTION WITH THIS LIMITATION ARE PROTECTED, INCLUDING THE DUTY TO ASSURE THAT THEIR ALLOWED HOURS ARE NOT EXCEEDED.

Any PERS/OPSRP retiree shall submit a retirement work-back request with the County at least 60 days in advance of their retirement date. Employees are encouraged to give as much notice as possible. The application must be initiated with the Department Director in which the employee would be working. A letter must be approved by the Department Director and submitted to Human Resources including all relevant information regarding the position, original retirement date and anticipated work-back duration. If there are any changes to the work-back plan it should be immediately submitted to the Department Director and Human Resources. In addition, the letter MUST state that the applicant has received and read a copy of this policy, understands it, and agrees to all provisions set forth therein.

Holidays

334.1 PURPOSE AND SCOPE

The purpose of this policy is to identify the holidays observed by Umatilla County and the holiday benefit received by employees.

334.2 POLICY

All regular employees of the County shall be entitled to the holidays listed below, with pay. Regular full-time employees shall receive full compensation; regular part-time employees shall be compensated in proportion to the number of hours they are normally scheduled to work.

334.3 HOLIDAYS

- New Year's Day, January 1
- Martin Luther King's Birthday, Third Monday in January
- President's Day, Third Monday in February
- Memorial Day, Last Monday in May
- Juneteenth, June 19
- Independence Day, July 4
- Labor Day, First Monday in September
- Veterans' Day, November 11
- Thanksgiving Day, Fourth Thursday in November
- Christmas Day, December 25
- Employee's Birthday (Excluding Road Department Exempts employees, who will take the day after Thanksgiving)
- Floating Holiday (To be used within the fiscal year) Applicable to Sheriff and Road Exempt employees. Excludes all other exempt employees
- Every day designated by the President of the United States and by the Governor of Oregon as a holiday.

If any such holiday falls on Sunday, the succeeding Monday shall be a holiday. If any such holiday falls on Saturday, the preceding Friday shall be a holiday.

Holiday eligibility: An employee must work or be on paid leave for their last regularly scheduled day before and their first regularly scheduled day after a designated holiday to be eligible for holiday pay for the holidays referenced above. Any employee who incurs any leave without pay for their last regularly scheduled day before and their first regularly scheduled day after a designated holiday will not receive pay for the holiday.

If any employee is on vacation, sick leave or leave with pay when a holiday occurs, the holiday time will not be charged against the leave.

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Holidays

BIRTHDAY HOLIDAY: Each employee shall be responsible to schedule his/her birthday holiday with the supervisor ten (10) days in advance. Should an employee not be able to schedule his/her birthday to be taken within the actual month, eight (8) hours of time shall then be added to the employee's vacation accumulative balance.

FLOATING HOLIDAY: Effective July 1st of each year, every eligible full-time and part-time employee shall accrue a Floating Holiday. Employees must complete their probationary period before they are entitled to utilize their Floating Holiday, with pay. Floating Holiday must be taken within the fiscal year earned, or will be forfeited. It cannot be carried over into the next fiscal year.

SPECIAL PROVISIONS: The following are special provisions dealing only with the employees working within the designated department:

Road Department: Should a designated holiday fall on Friday or Saturday during a regularly scheduled four/ten (4/10) workweek the preceding Thursday shall be observed as the holiday. The Friday after Thanksgiving shall be recognized as a holiday in lieu of a Birthday Holiday.

Sheriff's Department: Holidays within the Sheriff's Department may be used thirty (30) days prior to or thirty (30) days after the actual date. Any employee working his/her regular work shift on the 4th of July, Thanksgiving, Christmas, New Years, Memorial Day, or Labor Day shall be compensated at the rate of time and one-half (1½). All other holidays accrued beyond the thirty (30) day time limit shall be converted to comp time at the straight rate. Should an employee terminate, the County will deduct for any holidays used but not yet accrued.

No holiday leave credits may be carried from one fiscal year to the next.

See Collective Bargaining Agreements for holiday provisions for union covered employees.

Position Reclassification and New Positions

335.1 PURPOSE AND SCOPE

New positions and/or reclassifications shall be submitted for review of the Board of Commissioners yearly by September 30th. Upon authorization from the Board of County Commissioners, the new positions and/ or reclassifications shall be included in the budget drafts for consideration of the budget committee the following year for July 1st effective.

All requests for adjustment will be reviewed and are subject to economic constraints, or "ability to pay".

335.2 POLICY

The Board of Commissioners expect Department Directors to review department structure efficiencies on a yearly basis. This review should include not only include consideration of new/ reclassification of positions but also current classifications, duties and roles.

Using the New Position/Position Reclassification Request Form, Departments will submit requests for changes as follows:

- (a) One New Position/Position Reclassification Request Form should be complete for each request.
- (b) Departments with multiple requests should prioritize each as a whole.
- (c) Include cost estimates
- (d) Include job descriptions

[See attachment: Policy 335 attachment - New Position Reclass Position Form.pdf](#)

ALL REQUESTS MUST BE SUBMITTED BY SEPTEMBER 30TH FOR CONSIDERATION OF THE NEXT FISCAL YEAR TO: LIAISON COMMISSIONERS, COUNTY COUNSEL, HR DIRECTOR AND THE CFO

EXCEPTIONS

- (a) The Board of Commissioners may consider new positions and /or reclassifications for emergency or other compelling reasons outside of the above schedule.
- (b) The Board of Commissioners may consider new position requests when programs have received unanticipated grant or other outside funds dedicated to that use; or when a prior request has been tabled for reconsideration after a resource question has been resolved.

Other than this, identification or resources within a program budget will not be justification for either a new position and/or reclassification. A grant or contract that would result in a new position and/ or reclassification must have prior approval of the Board of Commissioners.

Deferred Compensation Accounts and Other Payroll Deduction Plans

336.1 PURPOSE AND SCOPE

Umatilla County recognizes that financial stability in retirement years is important to its employees and that some employees wish to contribute directly to such retirement financial planning in addition to the mandated programs provided by Federal Social Security and PERS. Provisions of the Internal Revenue Code Section 457 allow qualified employers to defer a portion of compensation otherwise due an employee into a qualified Deferred Compensation Plan. Payments to such a Deferred Compensation Plan(s) are made pre-tax to the behalf of the participating employee.

Recognizing that there is an administrative burden on the payroll system to the County, a reasonable level of employee participation will be required for the County to participate in any Plan's program.

336.2 POLICY

In order to encourage employees to properly plan for their future, the County will establish and allow contributions to qualified plans with an initial enrollment of no less than ten (10) participating employees. A sustained enrollment of no less than fifteen (15) employees is required in order to continue full County support and participation.

Other than informing employees of the availability of the various Plans and allowing Plan representatives reasonable access to individual employees who express an interest in receiving further information, the County will NOT participate in "marketing" any specific Plan, nor participate or counsel any specific investment strategy for employees.

336.3 POLICY IMPLEMENTATION

Any investment company administering a Deferred Compensation Plan qualifying under IRC Section 457 may request the County's participation in their Plan by requesting permission to tentatively enroll qualified employees. If, within sixty days following the permitted enrollment period, a minimum of ten (10) employees have indicated a desire to participate, the County will commence payroll deductions and payments on their account to the Plan. Thereafter, the Plan will have a one year period within which to enroll a minimum of fifteen (15) County participants in order to continue offering the Plan through the County.

If at any time the level of participation drops below fifteen (15) participants for any sixty-day period, new enrollments will not be accepted by the County until the level of participants reaches fifteen (15). If the level of participants falls below ten (10) for any sixty day period, the County will cease its participation in the program. In such an event, Employees who have active accounts may switch to other qualified Plans if they desire or may retain the accounts without new deposits being made by the County.

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Deferred Compensation Accounts and Other Payroll Deduction Plans

All Plans with which the County presently has participants will have sixty (60) days from the effective date of this policy to achieve participation levels. If such levels are not reached and thereafter maintained, the County's future participation will be as defined in this Policy.

All new employees will be advised of this Policy upon orientation and thereafter at enrollment for any Plan participation.

336.4 ALL OTHER VOLUNTARY PAYROLL DEDUCTION PLANS

All other voluntary payroll deduction plans will be subject to the same participation levels described above.

Speech, Expression, and Social Networking

337.1 PURPOSE AND SCOPE

This policy is intended to address issues associated with the use of social networking sites, and provides guidelines for the regulation and balancing of employee speech and expression with the needs of the County.

This policy applies to all forms of communication, including but not limited to film, video, print media, public or private speech, and use of all internet services, including the web, email, file transfer, remote computer access, news services, social networking, social media, instant messaging, blogs, forums, video, and other file-sharing sites.

Nothing in this policy is intended to prohibit or infringe upon any communication, speech, or expression that is protected under law. This includes speech and expression protected under state or federal constitutions as well as labor or other applicable laws. For example, this policy does not limit an employee from speaking as a private citizen, including acting as an authorized member of an employee group, about matters of public concern, such as misconduct or corruption.

Employees are encouraged to consult with Human Resources regarding any questions arising from the application or potential application of this policy.

337.2 POLICY

Employees of public entities occupy a trusted position in the community, and thus, their statements have the potential to contravene the policies and performance of the County. Due to the nature of the work and influence associated with local government employees, it is necessary that county personnel be subject to certain reasonable limitations on their speech and expression. To achieve its mission and efficiently provide service to the public, the County will carefully balance the individual employee's rights against the needs and interests of the County when exercising a reasonable degree of control over its employees' speech and expression.

337.3 PROHIBITED SPEECH, EXPRESSION, AND CONDUCT

Employees should demonstrate sound judgment in speech, expression, and conduct that relates to or affects the County. In order to meet the safety, performance, and public-trust needs of the County, the following are prohibited unless the speech is otherwise protected (e.g., an employee is speaking as a private citizen, including acting as an authorized member of an employee group, on a matter of public concern):

- (a) Speech or expression that is disruptive to the work environment, undermines authority, and is destructive to close working relationships.
- (b) Speech or expression made pursuant to an official duty that tends to compromise or damage the mission, function, reputation, or professionalism of the County or its employees.
- (c) Knowingly or recklessly false speech or expression that, while not made pursuant to an official duty, is significantly linked to, or related to, the County and tends to compromise

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or damage the mission, function, reputation, or professionalism of the County or its employees. Examples may include:

1. Making a false accusation of wrongdoing without exercising reasonable caution to verify the truth of the matter.
 2. Intentionally misrepresenting on social media actions taken by the County that would damage the county's reputation.
- (d) Speech or expression of any form that could reasonably be foreseen as having a negative impact on the safety of county employees. Use or disclosure, through whatever means, of any information, photograph, video, or other recording obtained or accessible as a result of employment or appointment with the County for financial or personal gain, or any disclosure of such materials without the express authorization of the Board of Commissioners.
- (e) Posting, transmitting, or disseminating any photographs, video or audio recordings, likenesses or images of county logos, emblems, uniforms, badges, patches, marked vehicles, equipment, or other material that specifically identifies the County on any personal or social networking or other website or web page, without the express authorization of the Board of Commissioners.

Employees must take reasonable and prompt action to remove any content, including content posted by others, that is in violation of this policy from any web page or website maintained by the employee (e.g., social or personal website).

337.3.1 UNAUTHORIZED ENDORSEMENTS AND ADVERTISEMENTS

While employees are not restricted from engaging in the following activities as private citizens or as authorized members of employee groups, employees may not represent the County or identify themselves in any way that could be reasonably perceived as representing the County in order to do any of the following, unless specifically authorized by the Board of Commissioners:

- (a) Endorse, support, oppose, or contradict any political campaign or initiative.
- (b) Endorse, support, oppose, or contradict any social issue, cause, or religion.
- (c) Endorse, support, or oppose any product, service, company, or other commercial entity.
- (d) Appear in any commercial, social, or nonprofit publication; in any motion picture, film, video, or public broadcast; or on any website.

Additionally, when it can reasonably be construed that an employee, acting in an individual capacity or through an outside group or organization, including as an authorized member of an employee group, is affiliated with this county, the employee shall give a specific disclaiming statement that any such speech or expression is not representative of the County.

Employees retain their rights to vote as they choose, to support candidates of their choice, and to express their opinions as private citizens, including as authorized members of employee groups on political subjects and candidates at all times during non-work hours. However, employees may not use their official authority or influence to interfere with or affect the result of elections or

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nominations for office. Employees are also prohibited from directly or indirectly using their official authority to coerce, command, or advise another employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes (5 USC § 1502).

337.4 PRIVACY EXPECTATION

Employees forfeit any expectation of privacy with regard to emails, texts, or anything published or maintained through file-sharing software or any internet site (e.g., Facebook, Twitter, LinkedIn, Instagram) that is accessed, transmitted, received, or reviewed on any county technology system (see the Information Technology Use Policy for additional guidance).

However, the County may not require an employee to disclose a personal username or password or to open a personal social website, except when legally permitted and relevant to the investigation of allegations of work-related misconduct.

337.5 CONSIDERATIONS

In determining whether to grant authorization of any speech or conduct that is prohibited under this policy, the factors that the Board of Commissioners should consider include:

- (a) Whether the speech or conduct would negatively affect the efficiency of delivering public services.
- (b) Whether the speech or conduct would be contrary to the good order of the County or the efficiency or morale of its employees.
- (c) Whether the speech or conduct would reflect unfavorably upon the County.
- (d) Whether the speech or conduct would negatively affect the appearance of impartiality in the performance of the employee's duties.
- (e) Whether similar speech or conduct has been previously authorized.
- (f) Whether the speech or conduct may be protected and outweighs any interest of the County.

Personal Appearance Standards including Fragrances

338.1 PURPOSE AND SCOPE

This policy provides guidelines for the personal appearance of county employees.

Dress code requirements for uniformed and non-uniformed employees are addressed in the Dress Code Policy.

338.2 POLICY

County employees shall maintain their personal hygiene and appearance to project a professional image that is appropriate for public service and for the department in which they work. Personal appearance standards are primarily based on safety requirements while considering matters important to county employees.

338.3 GROOMING

The following appearance standards shall apply to all employees unless the employee's supervisor has granted an exception.

338.3.1 PERSONAL HYGIENE

All employees must maintain proper personal hygiene. Examples of improper personal hygiene include but are not limited to dirty fingernails, bad breath, body odor, strong tobacco odor, and dirty hair.

338.4 FRAGRANCES

Use of scented personal products (such as perfumes, colognes, lotions and powders) used for body fragrance that are perceptible to others shall be kept to a minimum.

338.4.1 SCENT DEVICES

In all county-owned buildings, the use of the following is prohibited:

- Candles (both scented and unscented);
- Electrical scent devices, including wax warming units and lamps

Any employee with a concern about scents or odors should contact a manager or the Human Resources Department.

338.5 EXEMPTIONS

County employees may request exemptions from portions of this policy when application would affect a disability, a religious practice or belief, or other protected characteristics. Requests for exemptions should be addressed to Human Resources or the authorized designee. The Board of Commissioners should be advised any time a request for accommodation is denied.

Dress Code

339.1 PURPOSE AND SCOPE

This policy provides dress code guidelines for county employees.

Other related topics are addressed in the Local Government-Owned and Personal Property and Personal Appearance Standards policies.

339.2 POLICY

It is the policy of the County that uniformed employees are readily identifiable to the public through the proper use and wearing of county uniforms and that the appearance of all employees is suitable and appropriate for their position.

339.3 WORK ATTIRE FOR NON-UNIFORMED EMPLOYEES

Non-uniformed employees shall dress in a manner appropriate for their position and any department-specific standards.

339.4 UNIFORMS

The County will provide uniforms for all employees who are required to wear them in the manner, quantity, and frequency agreed upon in the respective employee group's employment agreement.

All uniforms and equipment issued to county employees shall be returned to the County upon termination or resignation.

Identification Badges

340.1 PURPOSE AND SCOPE

The purpose of this policy is to establish a process for issuing identification badges to employees.

340.2 POLICY

All county staff will be issued county identification badges.

340.3 PROCEDURES

- (a) Human Resources will be responsible for issuing the identification badges ("ID badges").
- (b) ID badges must be surrendered to Human Resources upon leaving county employment.
- (c) Lost badges must be reported to Human Resources as soon as possible and a replacement badge will be produced

Service Commitment for Training

341.1 PURPOSE AND SCOPE

To establish a requirement that as a condition of hire and continuing employment, certain employees in selected positions shall agree prior to employment that they will serve the County in the position to which they seek appointment for a minimum of two (2) years before applying for transfer or quitting employment for reasons other than medical necessity. This policy does not create any obligation on the part of the County to guarantee employment or to continue a trained employee in any position covered by the Service Agreement.

341.2 POLICY

The Board of County Commissioners may designate positions that require that the County provide or send such employees for such formal courses of training leading to such certification or licensure to meet the requirements of that position. Such positions shall require employment service agreements from employees.

Attendance and Leaves (FMLA/OFLA/PLO)

342.1 POLICY

Employees are expected to report to their assigned County work site on time, prepared to work, and to remain for their entire scheduled shift. Aside from regular breaks and authorized County business, employees must perform their assigned duties for the duration of their schedule. Late arrivals, early departures, and unauthorized absences are disruptive to operations and must be avoided. All absences from work must be pre-arranged and approved by a supervisor in accordance with County rules regarding hours of work, holidays, and leaves of absence. An employee may not be absent for any reason other than those specified in this policy without making prior arrangements.

342.2 EMERGENCY & UNPLANNED SICK LEAVE CALL-IN PROCEDURES

The call-in procedure is reserved strictly for unforeseen emergencies where prior arrangement was not possible. In the event of an emergency, employees must notify their supervisor of the reason for their absence at least one hour prior to the start of their shift (or as soon as practicable given the nature of the emergency). Notification should be made via phone, text, or email, as designated by the specific department or division. Employees must follow the departmental chain of command. If the direct supervisor is unavailable, the designated alternative supervisor must be contacted.

If an emergency absence continues for more than one day, the employee must notify their supervisor daily, unless: A different arrangement has been specifically made with the supervisor; OR A medical certification covering a specific duration has been provided.

Departments/Divisions shall maintain accurate records of the employee's attendance. Not reporting to work and not calling to report the absence is a no-call/no-show and is a serious matter. Any unauthorized absence or non-compliance of notification procedures as listed above by an employee may be deemed to be an absence without pay and may be cause for disciplinary action. A no-call/no show lasting three days may be considered job abandonment and may result in termination of employment.

342.3 VACATION

Refer to the Union contract language appropriate to the Department/Division for accrual rates for employees covered by Union agreements.

Accrual Rates for exempt employees shall follow the highest CBA bargained rate.

Vacation Accrual Table Based on Full-Time 5/8's		
YEARS OF SERVICE	ACCRUAL RATE	ANNUAL HOURS
1-3 years (0-36 months)	8 hours per month	96 hours
4-6 years (37-72 months)	10 hours per month	120 hours
7-9 years (73-108 months)	12 hours per month	144 hours

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Attendance and Leaves (FMLA/OFLA/PLO)

10-12 years (109-144 months)	14 hours per month	168 hours
13-15 years (145-180 months)	16 hours per month	192 hours
16-19 years (181-228 months)	18 hours per month	216 hours
20+ years (229+ months)	20 hours per month	240 hours

Employees may take vacation credit as earned month by month subject to approval of the Department/Division Head after completion of six (6) months of continuous employment with the County for all employees, except for Law Enforcement which requires twelve (12) months of continuous employment with the County.

Those employees not beginning or terminating employment on the first or last day of the month shall receive pro-rated benefits. Accruals for employees not beginning on the first day of the month shall not change until the month following the appropriate anniversaries. (Example: Employee anniversary date of January 7 changes accrual benefits in February.)

Part-time employees

- Part-time employees working 20 or more hours per week shall accrue vacation in an amount proportionate to that which would be accrued under full-time employment on a monthly basis. Temporary, part-time less than 20 hours per week, seasonal or on-call employees do not accrue vacation credits.

Vacation leave shall be taken in quarter hour increments.

Accumulation

- Employees may accrue up to 240 hours of vacation time, except for Deputy District Attorneys who may accrue up to 400 hours. Time earned in excess of 240 hours (or 400 for DDA's), and not utilized by the employee, will result in the loss of such time at the end of each pay period. Lost hours as a result of the cap will not be paid out.

Continuous Service

- Continuous service for the purpose of accumulating vacation leave credit shall be service unbroken by any leave of absence from the County, with the exception of the following types of leave: approved FMLA/OFLA, military leave, any paid leave, leave of absence resulting from an injury incurred in the course of employment or authorized education or training leave with pay. No other types of authorized leave will be counted as part of continuous service. However, employees returning from such leave and employees on layoff status shall be entitled to vacation credit earned for service prior to the leave or layoff.

Transfer credits

- When an employee is transferred to, or appointed to another department/division, their accrued vacation credit will be assumed by the new department. The transferring employee shall not be entitled to vacation payout in lieu of transfer of credit.

Termination Pay

- An employee who terminates or is terminated prior to a 6 month period shall not be entitled to cash compensation for accumulated vacation leave. If the employee

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has completed the 6 month period and terminates from County service, they shall be compensated for accrued vacation based on their regular salary at the time of termination. Vacation accrual for the purpose of this section shall terminate on the last day worked by an employee. Upon death of any employee, compensation for accrued vacation leave shall be paid to the next of kin in the same manner. Refer to CBAs for represented employees.

Scheduling

- Employees shall be permitted to request scheduled vacation leave in any combination of days approved by the Department/Division Head who shall insure that the organization's and needs of the public are not adversely impacted. The Department/Division Head shall allow the selection of vacation days by employees on the basis of seniority. However, each employee will be permitted to exercise their right of seniority only once annually.

Accrual during illness or injury

- Employees shall accrue vacation leave credits during a sick leave until their sick leave credits are exhausted.

Leave without pay

- No employee shall receive vacation leave credits for any period of time that is leave without pay. Leave without pay is not intended to serve as a substitute for scheduled time off when paid leave balance are insufficient or ineligible.

342.4 SICK

Under Oregon's Sick Leave Law and this policy, "employee" includes part-time, full-time, hourly, salaried, exempt and non-exempt employees. Sick leave runs concurrently with Oregon Family Leave Act leave, Federal Family and Medical Leave Act and other leave where allowed by law.

Accrual rates

- All benefited employees shall accrue sick leave at the rate of eight (8) hours for each month of service. Employees working 20 or more hours a week shall accrue sick leave in an amount proportionate to that which would be accrued under full-time employment on a monthly basis. Sick leave may be accumulated to a maximum of 2000 hours. Time earned in excess of 2000 hours not utilized by the employee, will result in the loss of such time at the end of each pay period. Accrual of sick leave benefits shall begin on the first day of employment. Employees shall be pro-rated for sick leave accruals for the first and last month of employment should he/she not begin or terminate on the first or last day of the month.
- Temporary, part-time employees working less than 20 hours per week, seasonal and on-call employees shall accrue paid sick leave at the rate of one hour for every 30 hours worked. Sick leave may be accumulated to a maximum of 80 hours with no more than 40 hours utilized in any calendar year.

Sick leave shall be taken in quarter hour increments.

Utilization

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- Accrued sick leave may be utilized after 31 days of continuous employment. Under no circumstance can employees receive paid sick leave in excess of their accrued or donated balance. Employees may use their accumulated sick leave when unable to perform their duties by reason of:
 1. For the diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care. This is available for the employee or their covered family member.
 - (a) "Family member" means the employee's:
 - Spouse or registered domestic partner;
 - Child or the child's spouse or registered domestic partner;
 - A parent of a covered individual or the parent's spouse or domestic partner;
 - Sibling or stepsibling or the sibling's or stepsibling's spouse or registered domestic partner;
 - Grandparent or the grandparent's spouse or registered domestic partner;
 - Grandchild or the grandchild's spouse or registered domestic partner; or
 - Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
 2. For any purpose allowed under the Oregon Family Leave Act, including bereavement leave.
 3. If the employee, or the employee's minor child or dependent, is a victim of domestic violence, harassment, sexual assault, stalking or bias crime as defined by Oregon law and requires leave for any of the purposes under Oregon's domestic violence leave law (ORS 659A.272).
 4. In the event of certain public health emergencies or other reasons specified under Oregon's sick leave law.

The list of covered family members will follow the Oregon Sick Leave Law.

Employee Notice of Need for Sick Leave

- **Foreseeable Sick Leave.** If the need for sick leave is foreseeable, an employee must notify their Supervisor as soon as practicable before the leave begins. Generally, an employee must provide at least 10 days' notice for foreseeable sick leave. The request shall include the anticipated duration of the sick leave, if possible. Employees must make a reasonable effort to schedule foreseeable sick time in a manner that minimally disrupts the operations of Umatilla County. Employees must notify their Supervisor of any change in the expected duration of sick leave as soon as is practicable.
- **Unforeseeable Sick Leave:** If the need for sick leave is unforeseeable, the employee must notify their Supervisor as soon as practicable and comply generally with Umatilla County's call-in procedures as described above.
- Employees must contact their supervisor daily while on sick leave, unless an extended period of sick leave has been prearranged with the supervisor or when off work on

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protected leave. Employees shall inform their supervisor of any change in the duration of sick leave as soon as practicable.

Sick Leave Documentation

- If an employee takes more than three consecutive scheduled workdays as sick leave, Umatilla County may require reasonable documentation showing that the employee was absent for an approved reason and for future absences. Reasonable documentation includes documentation signed by a healthcare provider, or documentation for victims of domestic violence, harassment, sexual assault, bias crimes, or stalking.

Sick Leave Abuse

- If Umatilla County suspects sick leave abuse, including but not limited to failure to provide proper notice, repeated use of unscheduled sick leave or repeated use of sick leave adjacent to weekends, holidays, and/or vacations, Umatilla County may require documentation from a healthcare provider. Employees found to have abused sick leave as described here may also be subject to discipline, up to and including termination.

Integration with Worker's Compensation

- When an injury occurs in the course of employment, the County's obligation to pay under this sick leave article is limited to the difference between any payment received under Worker's Compensation and the employee's regular gross salary as long as the employee has accrued sick leave. In such instances, the appropriate charges will be made against the employee's accrued sick leave until the sick leave is expended. If the employee exhausts their sick leave, payments will be deducted from vacation and compensatory times, if applicable, until all leave accruals are exhausted. After a Worker's Comp claim has been accepted, and all accrued leaves have been exhausted the County shall begin to pick up the difference between the Worker's Compensation payment and the employee's regular gross salary. Refer to CBAs for represented employees.

Illness during vacation leave

- If an employee is on vacation leave and becomes ill during that time, the employee may take sick leave for those days of actual illness. A doctor's certificate may be required by the County to substantiate the illness. Request for substantiation must be made to the employee on the date of return to work from vacation or within one day of learning of the intent to take sick leave. At the employee's option, vacation leave may be used as sick leave. In no case will the employee be allowed to use sick leave credits to extend an approved vacation.

Accrual during illness or injury

- Employees shall accrue sick leave credits until their paid leave credits are exhausted.

Transfer of Employee

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- When an employee is transferred to or appointed to another department/division within the County, accrued sick leave credits shall be assumed by the new department/division.

Termination

- No compensation for accrued sick leave shall be provided to any employee upon their death or termination of employment for any reason.

Retirement

- Upon an employee's retirement from the County, unused sick leave shall be credited to their retirement benefits pursuant to the rules and regulations of PERS.

Leave without pay

- No employee shall receive sick leave credits for any period of time in a month that is leave without pay.

Reversion

- Upon depletion of both sick leave and vacation leave, the employee reverts to an unpaid leave status.

342.5 BEREAVEMENT

Umatilla County recognizes the necessity for the use of Bereavement Leave for its employees. Employees shall be granted not more than 40 hours, prorated by FTE, leave with pay in the event of death in the immediate family. In addition, an employee may also use sick leave credits providing the emergency requires more than 40 hours, prorated by FTE, as approved by the Department/Division Head.

Oregon Sick Leave Law – Bereavement Leave is available within 60 days after an employee learns of the death of a family member: Employees who have worked for Umatilla County for 180 calendar days, and averaged at least 25 hours per week, may take up to two weeks of unpaid bereavement leave per death of a Family Member with a maximum of four weeks in a given leave year. Employees who have worked for Umatilla County for 90-180 days may use up to 40 hours of accrued sick leave for bereavement purposes, and who have experienced the death of a Family Member. Employees who have worked for Umatilla County for fewer than 90 days may not be eligible for this additional leave.

Under this policy, "Family Member" means the employee's:

- Spouse or registered domestic partner;
- Child or the child's spouse or registered domestic partner;
- A parent of a covered individual or the parent's spouse or domestic partner;
- Sibling or stepsibling or the sibling's or stepsibling's spouse or registered domestic partner;
- Grandparent or the grandparent's spouse or registered domestic partner;

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- Grandchild or the grandchild's spouse or registered domestic partner; or
- Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Refer to CBAs for represented employees.

342.6 RELIGIOUS OBSERVANCE LEAVE AND ACCOMMODATION

Umatilla County respects the sincerely held religious beliefs and observances of all employees. Umatilla County will make, upon request, an accommodation for such beliefs and observances when a reasonable accommodation is available that does not create an undue hardship on Umatilla County's business. Employees may use vacation or unpaid time for religious holy days or to participate in a religious observance or practice; if accrued leave is not available, then an employee may request to take unpaid leave. Requests for religious leave or accommodation should be submitted to Human Resources, and may require information from the employee in support of the request for accommodation or leave.

342.7 CRIME VICTIM LEAVE

Any employee who has worked an average of at least 25 hours per week for 180 days immediately before the date the employee takes leave is eligible for reasonable, unpaid leave to attend criminal proceedings if the employee or their immediate family member (defined below) has suffered financial, social, psychological or physical harm as a result of being a victim of certain felonies, such as kidnapping, rape, arson, and assault.

Immediate family member" includes a spouse, registered domestic partner, father, mother, sibling, child, stepchild, or grandparent of the employee.

employees who are eligible for crime victim leave must:

- Use any accrued, but unused vacation/sick leave during the leave period;
- Provide as much advance notice as is practicable of their intention to take leave (unless giving advance notice is not feasible); and
- Submit a request for the leave in writing to Human Resources as far in advance as possible, indicating the amount of time needed, when the time will be needed, and the reason for the leave.

In all circumstances, Umatilla County may require certification of the need for leave, such as copies of any notices of scheduled criminal proceedings that the employee receives from a law enforcement agency or district attorney's office, police report, a protective order issued by a court, or similarly reliable sources.

342.8 DOMESTIC VIOLENCE LEAVE AND ACCOMMODATION

All employees are eligible for reasonable unpaid leave to address domestic violence or the crimes of harassment, sexual assault, bias or stalking (either the employee or the employee's minor dependents).

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Reasons for taking leave include the employee's (or the employee's dependent's) need to: seek legal or law enforcement assistance or remedies; secure medical treatment for or time off to recover from injuries; seek counseling from a licensed mental health professional; obtain services from a victim services provider; or relocate or secure an existing home.

Leave is generally unpaid, but the employee may use any accrued vacation, comp-time or sick leave while on this type of leave. Employees should also determine whether Paid Leave Oregon may provide pay during this type of leave. See the "Paid Leave Oregon" section for more information.

When seeking this type of leave, the employee should provide as much advance notice as is practicable of their intention to take leave, unless giving advance notice is not feasible.

Notice of need to take leave should be provided by submitting a request for leave in writing to Human Resources as far in advance as possible, indicating the time needed, when the time will be needed, and the reason for the leave ([See Policy 342 attachment - 3 Request for Crime Victim Leave](#))

Request for Victim. Umatilla County will then generally require certification of the need for the leave, such as a police report, protective order or other evidence of a court proceeding, or documentation from a law enforcement officer, attorney, healthcare professional, member of the clergy, or victim services provider.

If more leave than originally authorized needs to be taken, the employee should give Human Resources notice as soon as is practicable prior to the end of the authorized leave. When taking leave in an unanticipated or emergency situation, the employee must give verbal or written notice as soon as is practicable. When leave is unanticipated, this notice may be given by any person on the employee's behalf.

Finally, employees who are victims of domestic violence, harassment, sexual assault, bias crimes or stalking maybe entitled to a "reasonable safety accommodation" that will allow the employee to more safely continue to work, unless such an accommodation would impose an "undue hardship" on Umatilla County. Please contact Human Resources immediately with requests for reasonable safety accommodations.

342.9 FMLA/OFLA

[Attachment# 1 Certification for Serious Health Condition for Employee and Family Member](#)

[Attachment # 2 Parental Leave Request](#)

The following is a summary of Family and Medical Leave policy and procedures under the Federal Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA). The leaves available under these two laws will collectively be referred to as "Family Medical Leave" in this policy unless specified otherwise.

Generally, and as will be discussed, eligible employees are entitled to 12 weeks of unpaid leave for the reasons identified below. Federal and Oregon law prohibits retaliation against an employee

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with respect to hiring or any other term or condition of employment because the employee asked about, requested or used Family and Medical Leave. In all cases, applicable Oregon and federal laws, rules, policies and collective bargaining agreements govern the employee's and the Umatilla County's rights and obligations, not this policy.

Employees seeking further information should contact Human Resources. Please also refer to the "Employee Rights and Responsibilities Under the Family Medical Leave Act" and "Oregon Family Leave Act" notices posted in the Human Resources Office as well as the County intranet, which are incorporated here by reference.

- Definitions

- Child/Son or Daughter

For purposes of OFLA, "child" includes a biological, adopted, foster or stepchild, the child of a registered domestic partner or a child with whom the employee is in a relationship of in loco parentis. For purposes of OFLA Serious Health Condition Leave, the "child" can be any age; for all other types of leave under OFLA, the "child" must be under the age of 18 or over 18 if incapable of self-care.

A "son or daughter" is defined by FMLA as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either under 18 years of age or is 18 years of age or older and "incapable of self-care because of a mental or physical disability" at the time FMLA leave is to commence. FMLA also provides separate definitions of "son or daughter" for FMLA military family leave that are not restricted by age — see below.

- Eligible Employee

OFLA - To qualify for OFLA leave for a Serious Health Condition or Sick Child Leave, an employee must have been employed for at least 180 days and worked an average of at least 25 hours per week.

Parental Leave - To qualify for Parental Leave under OFLA, an employee must have been employed for at least 180 days (no per-week hourly minimum is required).

OMFLA - For purposes of Oregon Military Family Leave Act leave, the employee need have only worked 20 hours per week (no minimum length of employment required). A different calculation method applies for reemployed service members under USERRA who seek OMFLA leave; see Human Resources for more information.

FMLA - Employees are eligible for FMLA leave if they have worked for a covered employer for at least one year (which may be based on separate stints of employment) and for 1,250 hours during the 12 months preceding the date leave is to begin.

Public Health Emergency Leave - Employees are eligible to take any OFLA leave during a Public Health Emergency if they have worked: (a) more than

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30 days immediately before the date on which the leave would begin; or (b) an average of 25 hours per week in the 30 days immediately before the date on which the leave would begin. This is available to employees who are eligible for OFLA only. See the definition of "public health emergency" below.

Leave under FMLA and OFLA will run concurrently when permitted. If applicable, leave under FMLA and OFLA will also run concurrently with Paid Leave Oregon leave – see Paid Leave Oregon section below.

- **Family Medical Leave**

This includes all the types of leave identified in the section below, entitled "Reasons for Taking Leave," unless otherwise specified.

- **Family Member**

For purposes of FMLA, "family member" is defined as a spouse, parent or a "son" or "daughter" (defined above).

For purposes of OFLA, "family member" includes (1) the eligible employee's spouse, registered domestic partner, sibling/step-sibling, parent, grandparent, child, or grandchild; (2) the spouse, or registered domestic partner of the eligible employee's sibling/step-sibling, parent, grandparent, child or grandchild; or (3) Any individual related by blood or affinity whose close association with an eligible employee is the equivalent of a family relationship.

- **Serious Health Condition**

"Serious health condition" is defined under FMLA and OFLA as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a healthcare provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Under OFLA only, "serious health condition" includes any period of absence for the donation of a body part, organ or tissue, including preoperative or diagnostic services, surgery, post-operative treatment and recovery.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a healthcare provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition.

Other conditions may meet the definition of a "serious health condition;" see Human Resources for more information. The common cold, flu, earaches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, and cosmetic treatments (without complications), are examples of conditions that are not generally defined as serious health conditions.

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° Public Health Emergency

For purposes of OFLA only, a "public health emergency" is a public health emergency declared under ORS 433.441 or an emergency declaration declared under ORS 401.165. Examples of this include when the State of Oregon declared a COVID-19 state of emergency in March 2020 and the wildfire state of emergency in June 2021.

Reasons for Taking Leave

- Family Medical Leave may be taken under any of the following circumstances:
 - Call to Active Duty Leave: Eligible employees with a spouse, son, daughter or parent on active duty or call to active duty status in the regular Armed Forces, National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain "qualifying exigencies." "Qualifying exigencies" may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. This type of leave is available under FMLA only; however, under OFLA, specifically under the Oregon Military Family Leave Act, during a period of military conflict, as defined by the statute, eligible employees with a spouse or registered domestic partner who is a member of the Armed Forces, National Guard, or military reserve forces of the U.S. and who has been notified of an impending call or order to active duty, or who has been deployed, is entitled to a total of 14 days of unpaid leave per deployment after the military spouse or registered domestic partner has been notified of an impending call or order to active duty and before deployment and when the military person is on leave from deployment.
 - Employee's Serious Health Condition Leave: To recover from or seek treatment for an employee's serious health condition, including pregnancy-related conditions and prenatal care.
 - Family Member's Serious Health Condition Leave: To care for a family member with a serious health condition.
 - Parental Leave: For the birth of a child or for the placement of a child under 18 years of age for adoption or foster care. Parental leave must be completed within 12 months of the birth of a newborn or placement of an adopted or foster child.
 - Pregnancy Disability Leave: For incapacity due to pregnancy, prenatal medical care or birth.
 - Servicemember Family Leave: Eligible employees may take up to 26 weeks of leave to care for a "covered servicemember" during a single 12-month period. A "covered servicemember" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform their duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. Under some circumstances, a veteran will

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be considered a "covered servicemember." This type of leave is available under FMLA only.

- Sick Child Leave: To care for a child who suffers from an illness or injury that does not qualify as a serious health condition but that requires home care. This type of leave does not provide for routine medical and dental appointments or issues surrounding the availability of childcare when the child is not ill or injured. Sick child leave is not available if another family member is able and willing to care for the child. This type of leave is available only to employees who are eligible under OFLA.
- Bereavement Leave. This type of leave is addressed under OFLA and may be used to deal with the death of a Family Member by attending the funeral of the Family Member, making arrangements necessitated by the death of the Family Member, or grieving the Family Member's death. See also the Bereavement Leave Section for more information.

Length of Leave

- In any one-year period, eligible employees may take:
 - Up to 12 weeks of Parental Leave, Serious Health Condition Leave (employee's own or family member), Sick Child Leave, or Call to Active Duty Leave;
 - An additional 12 weeks of leave may be available to an eligible employee for an illness, injury or condition related to pregnancy or childbirth that disables the employee;
 - Employees who take the entire 12 weeks of OFLA Parental Leave may be entitled to an additional 12 weeks of OFLA Sick Child Leave; and/or
 - Up to two weeks of Bereavement Leave after the death of a Family Member (OFLA only)
- When leave is taken for Servicemember Family Leave, an eligible employee may take up to 26 weeks of leave during the One-Year Period to care for the servicemember. During the One-Year Period in which Servicemember Family Leave is taken, an eligible employee is entitled to a combined total of 26 weeks of FMLA Leave (some of which may include other types of FMLA-specific leaves of absence).

One-Year Period

- The "12-month period" during which leave is available (also referred to as the "One-Year Period") is a period of 52 consecutive weeks beginning on the Sunday immediately preceding the date on which the employee's Family Medical Leave begins.

Intermittent Leave

- Intermittent or reduced schedule leave may be taken during a period of Family Member or Employee Serious Health Condition Leave or Servicemember Family Leave. Additionally, Call to Active Duty Leave may be taken on an intermittent or reduced leave schedule basis. An employee may be temporarily reassigned to a position that better accommodates an intermittent or reduced schedule; employees covered

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by OFLA will not be reassigned without their expressed consent and agreement. Employees must make reasonable efforts to schedule planned medical treatments to minimize disruption of Umatilla County operations, including consulting management prior to the scheduling of treatment in order to work out a treatment schedule which best suits the needs of both Umatilla County and the employee. Intermittent leave for Parental Leave is not available.

Employee Responsibilities – Notice

- Employees must provide at least 30 days' notice before Family Medical Leave is to begin if the reason for leave is foreseeable based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or the planned treatment for a serious injury or illness of a covered servicemember (Servicemember Family Leave). If 30 days' notice is not practicable, because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. If the situation giving rise to a Sick Child Leave is unforeseeable, an employee must give verbal or written notice to Umatilla County within 24 hours of commencement of the leave.
- For Call to Active Duty Leave, notice must be provided as soon as practicable, regardless of how far in advance such leave is foreseeable.
- Whether leave is to be continuous or is to be taken intermittently or on a reduced schedule basis, notice need only be given one time, but the employee must let Human Resources know as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown.
- If circumstances change during the leave and the leave period differs from the original request, the employee must notify Human Resources within three business days, or as soon as possible. Further, employees must provide written notice to Human Resources within three days of returning to work.
- Regardless of the reason for leave, or whether the need for leave is foreseeable, employees will be expected to comply with Umatilla County's normal call-in procedures. Employees who fail to comply with Umatilla County's leave procedures may be denied leave, subject to discipline, or the start date of the employee's Family Medical Leave may be delayed.

Certification

- Generally speaking, employees must provide sufficient information for Umatilla County to determine if the leave may qualify for FMLA or OFLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a healthcare provider, or circumstances supporting the need for either Call to Active Duty or Servicemember Family Leave.
- Employees also must inform the Umatilla County if the requested leave is for a reason for which FMLA leave was previously taken or certified. Additionally:

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- Employees requesting serious health condition leave for themselves or to care for a covered family member will be required to provide certification from the healthcare provider of the employee or the covered family member to support the request.
- Employees requesting sick child leave under OFLA may be required to submit, at a minimum, a note from a doctor if the employee has requested to use more than three days (i.e., one three-day occurrence or three separate instances) of sick child leave within a one-year period.
- Employees must furnish Umatilla County's requested medical certification information within 15 calendar days after such information is requested by Umatilla County. In some cases (except for leave to care for a sick child), Umatilla County may require a second or third opinion, at Umatilla County's expense. Employees also may be required to submit subsequent medical verification.
- Employees will not be asked for, and they should not provide, any genetic information about themselves or a family member in connection with a FMLA/OFLA medical certification.

Medical Certification Prior to Returning to Work

- If Family Medical Leave is for the employee's own serious health condition, the employee must furnish, prior to returning to work, medical certification from their healthcare provider stating that the employee is able to resume work.

Substitution of Paid Leave for Unpaid Leave

- Employees are required to use accrued paid leave, including floating holidays, vacation, compensatory time, and sick leave prior to a period of unpaid leave of absence on Family Medical Leave (not applicable to employees using Paid Leave Oregon). Use of accrued paid leaves will run concurrently with Family Medical Leave. If the employee has no accrued paid leave, floating holidays, vacation, compensatory time or sick leave available to use during a Family Medical Leave, the leave will be unpaid. Refer to CBAs for represented employees.

Holiday Pay While on Leave

- Employees using vacation pay or sick pay during a portion of approved Family Medical Leave in which a holiday occurs will qualify to receive holiday pay. Employees who are on unpaid leave during a holiday will not qualify to receive holiday pay.

On-the-Job Injury or Illness

- Periods of employee disability resulting from a compensable on-the-job injury or illness will qualify for FMLA Leave if the injury or illness is a "serious health condition" as defined by applicable law.
- OFLA leave will not be reduced by and will not run concurrently with any period the employee is unable to work because of a disabling compensable on-the-job injury; however, if the injury or illness is a "serious health condition" as defined by Oregon law and the employee has refused a bona fide offer of light-duty or modified employment, OFLA leave will commence.

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- If the employee's serious health condition is the result of an on-the-job injury or illness, the employee may qualify for workers' compensation time-loss benefits.
- If an employee is on approved FMLA or OFLA Leave, Umatilla County will continue the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. An employee wishing to maintain health insurance during a period of approved FMLA or OFLA leave will be responsible for bearing the cost of their share of group health plan premiums which had been paid by the employee prior to the FMLA/OFLA leave. Employees will not accrue vacation, sick leave or other benefits (other than health insurance) while the employee is on an unpaid FMLA or OFLA leave. The leave period, however, will be treated as continuous service.

Job Protection

- Employees returning to work from Family Medical Leave will be reinstated to their former position. If the position has been eliminated, the employee may be reassigned to an available equivalent position. Reinstatement is not guaranteed if the position has been eliminated under circumstances where the law does not require reinstatement.

Employees are expected to promptly return to work when the circumstances requiring Family Medical Leave have been resolved, even if leave was originally approved for a longer period. If an employee does not return to work at the end of a designated Family Medical Leave period, reinstatement may not be available unless the law requires otherwise.

The use of Family Medical Leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Employees who work for other employers during a "serious health condition" leave may be subject to discipline up to and including termination. Additionally, all employees who use Family Medical Leave for reasons other than the reason for which leave had been granted may be subject to discipline up to and including termination.

Restoration of Leave Bank at Time of Re-Employment

- An employee who leaves employment with Umatilla County for any reason may be eligible for OFLA leave if they are re-employed by Umatilla County within 180 days of the separation and if the employee was eligible for OFLA leave at the time of the separation.

342.9.1 EXTENDED MEDIAL LEAVE WITHOUT PAY

Any employee with a qualifying condition as defined in Oregon Sick Leave, FMLA/OFLA or PLO who by medical certification needs additional time off may request a leave of absence without pay not to exceed ninety (90) consecutive days. In no case will leave be approved if it creates an undue hardship for Umatilla County. By completing this form, you are initiating the interactive process under the Americans with Disabilities Act (ADA). Umatilla County will review your request to determine if the leave is covered by FMLA, State Law, or as a reasonable accommodation under the ADA.

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All requests for leave shall be submitted using [Attachment # 7 Leave Without Pay Request](#) to Human Resources, including [Attachment # 1 Certification for Serious Health Condition for Employee and Family Member](#) with reasonable justification for approval. Additional information may be provided and/or requested prior to approval or denial of the request.

342.10 PAID LEAVE OREGON (PLO)

Paid Leave Oregon (PLO) is a state-run program, administered by the Oregon Employment Department (OED), that allows eligible employees to take up to 12-weeks of paid time off per benefit year, for the following reasons:

- Family leave – for an employee to care for an eligible family member with a serious illness or injury, or to bond with a new child after birth, adoption, or foster care placement.
- Medical leave – for an employee experiencing their own serious health condition or disability due to pregnancy.
- Safe leave – for an employee or eligible child dependent experiencing issues related to sexual assault, domestic violence, harassment, bias or stalking.

The PLO program also allows employee to take an additional two (2) weeks of paid leave for pregnancy, childbirth, or related medical conditions.

An additional four (4) weeks of unpaid leave is also allowed for other OFLA-protected reasons if the employee is eligible under OFLA.

Notification Requirements

- Although the Paid Leave Oregon program is administered by the Oregon Employment Department (OED), employees are required to notify the Human Resources Department when they have applied for PLO leave.
- [Attachment # 4 Paid Leave Oregon - Notice of Leave Request](#)
- [Attachment # 5 PLO Supplement leave request form](#)

Foreseeable Leave: If the need for Paid Leave Oregon is foreseeable or planned, the employee is required to provide Human Resources at least 30 days' written notice before paid leave is to begin. Written notice should be submitting using the [Attachment # 4 Paid Leave Oregon - Notice of Leave Request Form](#).

Unforeseeable: If the need for Paid Leave Oregon is unforeseeable or unplanned, an employee is required to provide oral notice to Human Resources within 24 hours of the start of the leave, and the employee must also provide written notice within three (3) days after the start of the leave. Written notice should be submitted using the [Attachment # 4 Paid Leave Oregon - Notice of Leave Request Form](#).

If the employee's dates of scheduled leave change, are extended by PLO, or if the reason for leave becomes known and/or, if circumstances change during the leave and the leave period differs

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from the original notice, the employee must notify Human Resources within three business days, or as soon as possible.

Regardless of the reason for leave, or whether the need for leave is foreseeable, employees are expected to comply with their Department/Division's normal call-in procedures.

Under Oregon law, an employee who fails to follow these notification requirements may receive reduced PLO benefits; specifically, the first weekly benefit amount will be reduced by 25 percent (the penalty calculated for leaves that are taken in increments of less than a full work week differs). See OAR 471-070-1310(9) and (10).

Concurrent use of FMLA/OFLA Leave

As allowed by law:

If an employee's Paid Leave Oregon is also eligible for protected leave under the Oregon Family Leave Act (OFLA) and/or the Family Medical Leave Act (FMLA), OFLA/ FMLA leave must be taken concurrently with Paid Leave Oregon.

Employees must provide sufficient information for Umatilla County to determine if the Paid Leave Oregon qualifies for FMLA/OFLA leave. Employees who have applied for Paid Leave Oregon benefits are required to complete [Attachment # 1 Certification for Serious Health Condition for Employee and Family Member Request Form](#) and return it to Human Resources.

If an employee is eligible for FMLA and/or OFLA leave due to a "serious health condition" or has a family member with a "serious health condition", employees must furnish Umatilla County Human Resources medical certification information as required by the County's FMLA/OFLA policy. [Attachment # 1 Certification for Serious Health Condition for Employee and Family Member Request Form](#).

Accrued Leave and Holiday Pay While on Leave

- Employees using accrued leave in addition to receiving PLO benefits will continue to accrue sick, vacation, and other employer-provided benefits. Employees who do not use accrued leave while on PLO will not accrue sick, vacation, or other employer-provided leave for any portion of unpaid leave including holiday pay.

Benefits While on Leave

- If an employee is receiving Paid Leave Oregon benefits, Umatilla County will continue pay the employee's medical, dental, and life premiums, on the same terms as if the employee had continued to work. The employee is responsible for paying their share of premiums, the same as when premiums were paid by the employee, prior to receiving Paid Leave benefits.

Medical Certification Prior to Returning to Work

- If an employee uses more than three consecutive workdays for their own serious health condition, and the Paid Leave Oregon is used concurrently with FMLA and/or OFLA, prior to returning to work the employee must furnish, medical certification from their health care provider stating that the employee is able to resume work.

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Job Protection

- Employees who have worked for Umatilla County for more than 90 consecutive calendar days prior to taking Paid Leave Oregon will be reinstated to their former position, if the position still exists. If the position has been eliminated, the employee may be restored to a similar position with similar job duties with the same employment benefits and pay.
- Reinstatement is not guaranteed if the position has been eliminated under circumstances where the law does not require reinstatement.
- Employees are expected to promptly return to work when the circumstances requiring Paid Leave Oregon have been resolved. If an employee does not return to work at the end of a Paid Leave Oregon, reinstatement may not be available.
- Employees who work for other employers while taking PLO leave may be subject to discipline up to and including termination. Additionally, all employees who use PLO leave for reasons other than the reason for which leave had been granted may be subject to discipline up to and including termination.

Use of Accrued Leave to Supplement Paid Leave Oregon Benefit

- PLO benefits may not provide employees with 100% of their gross regular wages. Employees receiving PLO benefits may choose to use accrued paid leave (sick, vacation, comp-time, etc.), and/or comp time in addition to receiving PLO benefits. Time must be utilized in quarter hour increments. If a priority is not indicated, leave will be processed in the following order, as applicable: sick, comp-time, FH/BD (floating holiday/birthday holiday), vacation.
- To request use of your accrued paid leave, employees are required to complete, sign, and then submit, a Supplemental Leave Request, along with their PLO Benefit Determination Letter, no later than the 20th of the month prior to payday. Failure to complete, sign, and return the [Attachment 5 PLO Supplement leave request form](#) to Umatilla County Human Resources in a timely manner may result in the employee not being allowed to use employer compensation to supplement PLO benefits.

Complaint Procedure

- The Umatilla County prohibits retaliation against an employee with respect to hiring or any other term or condition of employment because the employee asked about, requested, or used Paid Leave Oregon.

Who to Contact for More Information

- For more information, or if you have questions about the Paid Leave Oregon policy, contact Human Resources.
- For more information about the PLO program, including steps for applying for PLO benefits and contact information, go to <https://paidleave.oregon.gov/>
- A poster with Paid Leave Oregon information, including information about how to apply for benefits is available on the intranet or by contacting Human Resources.

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342.11 HARDSHIP

Umatilla County Exempt Employees may donate accrued vacation leave and/or a maximum of 24 hours of sick leave and unlimited hours of vacation/comp leave in 4 hour increments in a calendar year to any fellow benefited employees who has completed six (6) full months of employment and who, as a result of a serious illness or injury has exhausted all leaves and are facing the hardship of non-paid leave. Refer to CBAs for represented employees.

Procedure

When an employee is facing the hardship of a no-pay situation due to serious illness or injury that has reduced that employee's sick, vacation, and compensatory leave balances to zero, the affected employee may request that leave be donated. Requests for donation should set forth in general the need for the donation and the name and department of the affected employee, using the Hardship Donation Request (attachment #6 of this policy). Requests will be forwarded to Human Resources. If the situation qualifies as a serious illness or injury and all leave have been exhausted, Human Resources will circulate the request to all County employees through email. Donations will be dated by the donors or date stamped in order of donation and Human Resources will maintain a confidential list of by whom, how much and when such donations were made. If donations in excess of the specific need are received, surplus donations will be returned to the donors in reverse order of donation. If donated time is returned to the donor and it causes the donor to exceed the vacation cap, the donor shall have up to one month to use the time over the cap. Employees will at no time solicit donations. Each year, an employee may receive no more than the greater of 12 weeks of donated leave or the equivalent of the maximum amount of time allowed under the FMLA or OFLA applicable to the employee's satiation. Leave shall be donated in increments of four (4) hours and the number of hours of donated leave will be credited to the sick leave account of the employee to who they are donated. Donations must be received consecutively and once the employee reaches a no pay status, additional time may not be donated [Attachment # 6 Hardship Donation Request](#).

If donations are received after the 20th of the month, they will be available for use in the months to follow and will not be retro-active. Human Resources shall maintain and administer the process.

342.12 MILITARY LEAVE

Employees who wish to serve in the military and take military leave should contact Human Resources for information about their rights before and after such leave.

All employees who are members of the National Guard, National Guard Reserve or of any reserve component of the Armed Forces of the United States or of the United States Public Health Service are entitled to a paid leave of absence from duties for a period not exceeding 21 work days in any federal fiscal year (October 1st through September 30th) for training, provided the employee is employed at least six months prior to the leave. Employees who have not worked for the Umatilla County for six months will also receive up to 21 work days in any federal fiscal year for the same purposes, but such leave will not be paid. Employees are not required to take their leave in one block of time but may use the paid leave allowed under this rule over the course of the federal fiscal

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year. The actual number of paid work hours allowed is dependent on the employee's standard work schedule but must be consistent with the intent of this rule. Employees may use military leave for active duty or inactive duty for training, state active duty and duty under Title 10 or 32 of the United States Code.

You are entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law.

The total number of paid days for both training and active duty shall not exceed the total amount allowed above in any federal fiscal year.

Absences incurred for additional active duty or inactive duty for training, state active duty and duty under Title 10 or 32 of the United States Code may be charged to accrued paid time off such as vacation or compensatory time or taken as unpaid leave.(ORS 408.240 – USERRA 38 USC 4312)

Unpaid

- An employee shall be entitled to a military leave of absence without pay during a period of service with the armed forces of the United States for reasons specified in ORS 408.240 and Uniformed Services Employment and Re-employment Rights Act (USERRA) 38 USC 4312. Upon separation from the service under Honorable, or such other conditions not arising out of disciplinary proceedings, be returned to their last position held at the salary rate prevailing for such class and without loss of seniority. If it is established that they are not physically qualified to perform the duties of their former position by reason of such service, they shall be reinstated in other work that they are able to perform at the nearest available level of pay of their former class. Such employees shall make application for reinstatement within ninety (90) days of discharge and shall report for employment within three (3) months following separation from active duty. This benefit shall not exist past those terms as listed in ORS 408.240.

Military leave with pay shall be granted only when an employee receives and provides the County with bonafide orders to temporary active or training duty. ORS 408.290.

342.13 JURY DUTY

Umatilla County will grant employees paid time off for mandatory jury duty and/or jury duty orientation. A copy of the court notice must be submitted to the employee's manager to verify the need for such leave.

The employee is expected to report for work when doing so does not conflict with court obligations. It is the employee's responsibility to keep their supervisor or manager informed about the amount of time required for jury duty.

Employees are required to transfer any compensation, other than mileage, received for the performance of such duty to the County Finance Department.

342.14 WITNESS DUTY

Time spent serving as a witness in a work-related, legal proceeding will be treated as time worked for pay purposes, provided the time served occurs during regularly scheduled hours, the employee

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is subpoenaed to testify, and the employee submits witness fees to the Finance Department upon receipt.

Except for employee absences covered under Umatilla County's "Crime Victim Leave Policy" or "Domestic Violence Leave and Accommodation Policy," or PLO Safe Leave, employees who are subpoenaed to testify in non-work-related legal proceedings must use any available vacation or comp-time to cover their absence from work. If the employee does not have any available vacation time, the employee's absences may be unexcused and may subject the employee to discipline, up to and including termination. Employees must present a copy of the subpoena served on them to their supervisor for scheduling and verification purposes no later than 24 hours after being served.

342.15 CONFERENCES AND CONVENTIONS

Decisions concerning attendance at conferences, conventions or other meetings at County expense shall be made by the Department Head with the approval of the Board of Commissioners. Permission shall be granted on the basis of the following: 1) an employee's participation in or the direct relation of their work to the subject matter of the meeting, 2) the expense involved with such conference or convention and 3) the length of such conference or convention. Members of professional societies may be permitted to attend meetings of their society when such attendance is considered to be in the best interest of the County or otherwise if in a leave status.

342.16 OTHER

Authorized duties in connection with County business.

342.17 NATURAL DISASTERS

In the event the County has been declared a disaster area by act or proclamation of the Board of Commissioners, employees engaged in rescue or related duties because of a natural disaster shall be paid their regular salary.

342.18 BENEFITS

Employee benefits shall not be forfeited while an employee is on leave with pay.

Subpoenas and Court Appearances

343.1 PURPOSE AND SCOPE

This policy establishes the guidelines for county employees who must appear in court for any work-related matters.

343.2 POLICY

Employees will respond appropriately to all subpoenas and any other court-ordered appearances.

343.3 SUBPOENAS

Only employees authorized to receive a subpoena on behalf of the County or any of its employees may do so.

343.3.1 SPECIAL NOTIFICATION REQUIREMENTS

Any employees who are subpoenaed to testify, agree to testify, or provide information on behalf or at the request of any party other than the County or the prosecutor shall notify their immediate supervisors without delay regarding:

- (a) Any civil case where the County or one of its employees, as a result of the employee's official capacity, is a party.
- (b) Any civil case where any other city, county, state, or federal unit of government or a member of any such unit of government, as a result of the member's official capacity, is a party.
- (c) Any criminal proceeding where the employee is called to testify or provide information on behalf of the defense.
- (d) Any civil action stemming from the employee's work activity or because of the employee's association with the County.
- (e) Any personnel or disciplinary matter when called to testify or to provide information by a government entity other than the County.

The supervisor will then notify County Counsel immediately. County Counsel should determine if additional legal support is necessary.

No employee shall be retaliated against for testifying in any matter.

343.3.2 WORK-RELATED SUBPOENAS

Employees who appear in their official capacities on matters arising out of their official duties will receive regular compensation.

The County should seek reimbursement for the employee's compensation for appearances on civil subpoenas through the attorney of record who subpoenaed the employee.

Subpoenas and Court Appearances

343.3.3 OTHER SUBPOENAS

Employees receiving valid subpoenas for actions unrelated to their employment or appointment with the County will not be compensated for their appearance. Arrangements for time off shall be coordinated through their immediate supervisors.

343.4 FAILURE TO APPEAR

Any employee who fails to comply with the terms of any properly served subpoena or court-ordered appearance may be subject to discipline. This includes properly served orders to appear that were for work-related matters issued by a state administrative agency.

343.5 COURTROOM PROTOCOL

When appearing in court, employees shall:

- (a) Be punctual and prepared to proceed immediately with the case for which they are scheduled to appear.
- (b) Dress and prepared to proceed immediately with the case for which they are scheduled to appear.
- (c) Observe all rules of the court in which they are appearing and remain alert to change in the assigned courtroom where their matter is to be heard.

343.5.1 TESTIMONY

Before the date of testifying, the subpoenaed employee should review relevant reports or documents in order to be prepared for court.

343.5.2 RECORDS

When an employee is directed by a subpoena to appear in court with records, that employee should notify the County Counsel promptly after receiving the subpoena that the specified records are needed for court.

Military Leave

344.1 PURPOSE AND SCOPE

This policy provides general guidance regarding leave to perform military service as a member of the Reserves or National Guard, or for active duty in the U.S. Armed Forces as provided in the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) (38 USC § 4301 et seq.).

This policy does not address every situation or circumstance that may arise when an employee is performing military service or ordered to active duty. As military leave situations arise, supervisors should consult with the Human Resources Department or legal counsel to obtain specific guidance regarding military leave rights.

344.2 POLICY

The County supports employees who may be called or who volunteer to serve in the military. The County will comply with USERRA and state and local laws relating to military leave.

344.3 MILITARY LEAVE

Generally, employees on military leave are entitled to the same rights and benefits that are provided to employees having similar seniority, status, and pay who are on furlough or leave of absence (38 USC § 4316).

344.3.1 LENGTH OF LEAVE

Employees are entitled to a military leave of absence for up to a maximum of five years. Military leave is available for both voluntary and mandatory service (38 USC § 4303; 38 USC § 4312).

There are exceptions to the five-year cumulative total, including inactive duty training (drills), annual training, involuntary recall, or retention in support of war, national emergency, certain operational missions, or training or retraining requirements (38 USC § 4312).

344.4 PROCEDURES AND RESPONSIBILITIES

Employees who require military leave shall provide as much advance written or verbal notice of the pending service as reasonably possible (38 USC § 4312).

Additionally, the employee should:

- (a) Provide copies of official orders or other official documentation, if available, to their supervisor and Human Resources.
- (b) Contact Human Resources to select the benefit options desired during absence, if applicable.
- (c) Retain copies of all submitted documents.

Military Leave

344.5 COORDINATION WITH CONTRACTS, PRACTICES, AND OTHER RULES

Wherever USERRA has more generous protections and benefits than state or local law, any applicable employment agreement, or local policy or practice, the County will apply the more beneficial right or benefit (38 USC § 4302).

344.6 LEAVE ACCRUALS

Employees are not required to use accrued leave while on military leave. However, employees may choose to use accrued annual leave or earned compensatory time, at their discretion (38 USC § 4316).

Employees will not accrue sick days or paid time-off days during any period of military leave without pay. However, upon return, military leave time will be included in determining leave accruals. For example, if vacation accrual increases from two weeks to three weeks upon completion of five years of service, then a person who works for two years, serves two years on active duty, and then returns, would be entitled to three weeks of vacation one year after reemployment.

344.7 HEALTH CARE BENEFITS

Employees on military leave may elect to purchase continuing health care coverage for a period of time that is the lesser of:

- (a) The 24-month period beginning on the first day of the employee's absence for military leave.
- (b) The period beginning on the first day of the employee's absence for military leave and ending on the date that they fail to return from service or apply for reemployment.

If the duration of an employee's military service is less than 31 days, the employee may purchase continuing health care coverage under the county's health plan for no more than the regular employee share. If the military service is 31 days or more, the County will charge the employee for no more than 102% of the full premium of the health care plan (38 USC § 4317).

344.8 RETURN FROM DUTY

Employees returning from a military leave of absence must report to work as follows (38 USC § 4312; 20 CFR 1002.118):

- (a) For periods of service less than 31 days, employees must report back to work no later than the beginning of the first shift that begins on the first full day that follows the end of the employee's service period, plus a reasonable time to travel to the employee's residence, plus eight hours. If reporting within this period is impossible or unreasonable through no fault of the employee, the employee must return as soon as possible after expiration of the eight-hour period.
- (b) For periods of service of more than 30 days but less than 181 days, employees must apply for reemployment verbally or in writing no later than 14 days after completing service, or, if impossible or unreasonable to do so through no fault of the employee, no later than the next first full calendar day when it is possible to do so.
- (c) For periods of service of more than 180 days, employees must apply for reemployment verbally or in writing no later than 90 days after completion of service.

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Employees who are recovering from an illness or injury incurred in or aggravated during military service must report to Human Resources or apply for reemployment as provided in this policy at the end of the period necessary to recover from such illness or injury. The recovery period may not exceed two years, except when circumstances beyond the employee's control exist.

An employee who fails to report or apply for reemployment in a timely manner will be subject to the county's rules of conduct and established policies covering absence from scheduled work.

344.9 REEMPLOYMENT RIGHTS

An employee returning from a temporary military duty leave of absence is generally entitled to reinstatement to the position and benefits they would have attained if not absent for military duty or, in some cases, a comparable job (38 USC § 4312).

344.9.1 FORMER POSITION

An employee returning from regular active military leave is entitled to reinstatement in the position that they would have attained had the employee not taken leave. If the leave exceeded 90 days, the employee is also entitled to a position of like seniority, status, and pay (38 USC § 4313).

If an employee returning from military leave is not able to perform the essential duties of the position the employee would have attained, the County will make reasonable efforts to help the employee become qualified (20 CFR 1002.198). If the employee remains unable to perform the essential duties of the position after the county's reasonable efforts, the employee is entitled to their previously held position at the time of departure or, in the case the leave exceeded 90 days, a position of like seniority, status, and pay. Where an employee remains unqualified for both of these positions after reasonable efforts by the County, the employee is entitled to the nearest approximation to these positions (38 USC § 4313).

When a returning employee cannot become qualified because of a disability incurred in or aggravated during uniformed service, the County, after making reasonable accommodations, must find a position of equivalent seniority, status, and pay for which the employee is qualified, or the nearest equivalent (38 USC § 4313; 20 CFR 1002.198).

344.9.2 COMPENSATION AND BENEFITS

Upon return from regular active military duty, an employee is entitled to seniority and seniority-based rights and benefits, including but not limited to:

- (a) Receiving credit for the time spent in uniformed service under honorable conditions for purposes of seniority, retirement, promotion, and merit salary increases (20 CFR 1002.210).
- (b) Receiving credit for time spent on military leave for purposes of calculating eligibility for leave under the Family and Medical Leave Act (20 CFR 1002.210).
- (c) Returning to the level in the salary range that they would have attained had the employee not left on military leave (20 CFR 1002.236).
- (d) Receiving the same contribution to retirement benefits upon reemployment that the County would have contributed had they not taken leave (20 CFR 1002.261).

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- (e) Being treated as not having a break in service for purposes of participation, vesting, and accrual of pension benefits (38 USC § 4316; 38 USC § 4318).
- (f) Reenrolling in county health benefits without any waiting period.
- (g) Restoring benefits that were elected by the employee and their dependents at the time military service began, as well as to any other benefits that began during the leave for which the employee would reasonably have become eligible.

344.9.3 EMPLOYEE REEMPLOYMENT RESPONSIBILITIES

An employee returning from regular active military leave is entitled to reinstatement rights only if the employee (38 USC § 4312):

- (a) Has given advance written or verbal notice of such service to their supervisor and Human Resources, unless precluded by military necessity.
- (b) Has served in the uniformed service for no more than five years cumulatively while employed at the County, except as provided in 38 USC § 4312(c).
- (c) Has been issued a discharge under honorable conditions.
- (d) Reports to Human Resources or applies for reemployment in a timely manner as provided in this policy.
 - 1. In the case that the military leave exceeds 30 days, submits documentation showing (20 CFR 1002.121; 20 CFR 1002.123):
 - (a) The application for reemployment is timely.
 - (b) The employee has not exceeded the cumulative five-year limit of service in the uniformed services, except as provided in 38 USC § 4312(c).
 - (c) The employee's separation or dismissal from service was not disqualifying.

344.9.4 COUNTY REEMPLOYMENT RESPONSIBILITIES

The County shall promptly reinstate employees entitled to reinstatement but no later than 14 days after a request for reinstatement. In the case of unusual circumstances, the County shall reinstate employees as soon as practicable (20 CFR 1002.181).

The County is not required to reemploy a person after military leave if any of the following conditions exist (38 USC § 4312):

- (a) The county's circumstances have so changed as to make such reemployment impossible or unreasonable.
- (b) Such reemployment would impose an undue hardship upon the County.
- (c) The person held a nonrecurrent job for a brief period of time and had no reasonable expectation that such employment would continue.

Supervisors should consult with the Human Resources Department before determining whether any of these conditions exist.

Military Leave

344.10 RETENTION

An employee who is reinstated after returning from military leave may not be discharged, except for cause (38 USC § 4316; 20 CFR 1002.247):

- (a) For 180 days after the date of reemployment if the most recent period of military service was more than 30 days and less than 181 days.
- (b) For one year after the date of reemployment if the most recent period of military service was more than 180 days.

344.11 DISCRIMINATION AND RETALIATION PROHIBITED

Discrimination or retaliation against any employee for participation in military service is prohibited, whether the employee volunteers or is ordered to active military service (38 USC § 4311).

344.12 STATE AND LOCAL MILITARY LEAVE CONSIDERATIONS

Eligible employees may be entitled to additional benefits related to military leave under state and local requirements (e.g., compensation, drills, temporary military leave for training).

The County will comply with the requirements of any applicable state or local laws that provide for military leave benefits.

Employees should consult with their supervisor and the Human Resources Department for additional information regarding applicable leave benefits.

Timesheets

345.1 PURPOSE AND SCOPE

The purpose of this policy is to give employees direction on timekeeping.

345.2 POLICY

Umatilla County shall have the exclusive prerogatives, functions and rights for management of employee timekeeping. This policy covers timekeeping requirements for ALL Umatilla County employees identified by Human Resources to be using electronic timesheets.

All employees assigned the electronic system will maintain accurate records of their attendance and are required to record their own time at the beginning and end of each workday in the system, including before and after any mid-shift time off. Employee also must record their time whenever they leave the worksite for any reason other than County business or regular paid breaks/lunches, this includes submissions for time off requests. The daily time record shall reflect the hours worked, vacation and sick leave used, overtime hours worked, compensatory time used when applicable, and other information deemed necessary by the Human Resources Department.

Completing another employee's timesheet or allowing another employee to complete your timesheet will be grounds for discipline up to and including termination.

Employees are responsible to record their time and submit their daily work hours to their supervisor. Supervisors must then verify accuracy and approve for submission (by the day) to HR for payroll purposes. HR will identify and communicate submission deadlines at the beginning of each month to all supervisors on a monthly basis. Employee daily hours should be equal to the employees regularly scheduled workday including the usage of sick, vacation, comp-time or other approved leave balances. Employees who have received prior approval to work additional hours outside of the workday shall be credited with compensatory time or paid overtime pursuant to applicable CBAs. Early clock-in or clock-out is not authorized without express permission from a supervisor.

Any employee, including supervisors, who fails to accurately record and submit their time and supervisors who fail to manage and verify the accuracy and usage of their direct report's timesheets or the timely submission to HR each month may be subject to discipline.

Falsification of timesheets by ANY employee/supervisor will be subject to discipline up to and including termination.

Pay Day

346.1 PURPOSE AND SCOPE

The purpose of this policy is to establish a process in which paychecks will be issued to employees.

You can expect to receive an itemized pay statement with every payment of wages, commissions, or salary.

[See attachment: Policy 346 attachment - Itemized Pay Statement Notice Umatilla County.pdf](#)

[See attachment: Policy 346 attachment - Itemized Pay Statement Code Categories and Descriptions.pdf](#)

346.2 POLICY

Employees within the Umatilla County system shall be paid on the last day of each month. Should the last day of the month fall on a weekend or holiday, employees shall be paid on the last County business day preceding the weekend or holiday. Employees shall not receive any wage payment at any other period in the month excepting at termination or layoff.

346.3 DIRECT DEPOSIT

Umatilla County will provide Direct Deposit capabilities for all Umatilla County employees receiving pay once a month. Deposits can be made to either a checking or savings account to almost any financial institution in the nation. All employees participating in Direct Deposit will receive a "statement of earnings" each month rather than a pay check/stub. Funds will be electronically transferred to all participating accounts.

Employees wishing to participate in Direct Deposit must complete the Authorization Agreement for Automatic Deposits (Credits). Such authorizations must be submitted to Human Resources prior to the 20th of the month to become effective for that month. If received after the 20th it will become effective the following month.

The County reserve the ability to delete any employee from Direct Deposit for any reason they deem appropriate and must notify the employee in writing by the 20th of the month in which it will be effective.

All final payouts and out-of-cycle payrolls will be issued by check and will not be direct deposited.

Resignation From Employment

347.1 PURPOSE AND SCOPE

The purpose of this policy is to establish a process in which employees will leave their employment with the County.

347.2 POLICY

To resign in good standing, an employee shall give the department/division head not less than ten working days prior notice of such resignation unless the appointing power agrees to permit a shorter period of notice because of extenuating circumstances. Earlier notification is to be made if at all possible to facilitate an easy transfer of duties and responsibilities to the in-coming employee and training as necessitated. The notice of resignation shall be in writing and shall contain the reason for leaving the county employment.

Accrued leave may not be used in lieu of notice.

Employees must return all Umatilla County property, including phones, computers, identification cards, credit cards, keys, and manuals, to Human Resources on or before their last day of work.

347.3 EXIT INTERVIEW

Exit interviews may be requested by the employee or department head.

Final Paychecks/Workdays

348.1 PURPOSE AND SCOPE

The purpose of this policy is to establish a process for issuing final paychecks to employees and to define what a departing employee's final day is.

348.2 POLICY

It is the policy of Umatilla County that the last full day in which a terminating employee performs substantial work will be considered their final day. In no case, will employees be allowed to take vacation/comp/sick leave beyond their final day of actual work. All available holidays, comp, and vacation will be paid out in the final check. All final payouts will be in the form of a paycheck and will not be direct deposit.

Employees must return all Umatilla County property, including phones, computers, identification cards, credit cards, keys, and manuals, to Human Resources on or before their last day of work.

348.3 TERMINATIONS

Prior to terminating an employee, departments should be in contact with Human Resources/Payroll. The timesheet and PCN should be given to Payroll in advance so that the final paycheck can be given to the employee at the time of termination. This check must be paid no later than the end of the first business day after termination (ORS 652.140(1)), and preferably on the last day of work.

348.4 QUIT NO NOTICE

Should an employee quit without notice, HR/Payroll should be notified immediately. The timesheet and PCN brought immediately. This check must be paid within five (5) days of the final day of work. (ORS 652.140(2)).

348.5 QUIT WITH NOTICE

When an employee quits with notice, the paycheck is due on the final day worked. If the work day falls on a Saturday, Sunday or Holiday, the paycheck is due no later than the end of the next business day. (ORS 652.140(3)) HR/Payroll should be notified immediately of an employee giving notice. Timesheet and PCN is due to HR/Payroll at least the day before the employee's last day worked.

348.6 RECEIPT OF FINAL CHECK

In most cases these checks will be available for pick up in HR/Payroll by 3:00 p.m. on the employee's last day. Checks can be mailed to the employee upon request or in cases where the employee does not process out of HR on the final day of work.

Employment References/Verification of Employment

349.1 PURPOSE AND SCOPE

To establish policy to protect confidentiality yet give accurate information for past and present employment verifications and references.

349.2 POLICY

ALL REQUESTS FOR EMPLOYMENT REFERENCES/VERIFICATIONS OF PAST OR PRESENT VERBAL OR WRITTEN EMPLOYMENT SHALL BE REFERRED TO AND HANDLED BY HUMAN RESOURCES.

All requests for written verification of employment for past or present employees will require a signed release from the employee.

Information released for present or past references checks will only consist of hire date, position held, current salary and reason for leaving if applicable, unless legally required to provide additional information.

Political Activity

350.1 POLICY

No County employee shall solicit any money, influence, service or other thing of value or otherwise aid or promote any political committee or aid, promote or oppose the nomination or election of a candidate, the adoption of a measure or the recall of a public office holder while on the job during working hours. Otherwise any County employee shall have the right to express personal political views unless otherwise restricted by law. See ORS 260.432.

Challenge Coin Award

351.1 WHAT IS A CHALLENGE COIN

Challenge coins have a rich history that some say dates back to an elite flying squadron of World War I. Their use during that time might have been minimal, but the concept took off during the Vietnam War, and challenge coins are still popular today. While they are often associated with the military, other organizations give out challenge coins as a way to recognize excellent service and promote comradery. Historically, challenge coins were presented by unit commanders in recognition of special achievement by a member of the unit. They could also be exchanged in recognition of visits to an organization.

351.2 PURPOSE

Managers may utilize coins as a method to recognize outstanding individual achievements, membership or show appreciation. Coins are powerful symbols that promote pride, build cohesion, and increase morale within an organization.

351.3 PROTOCOL AND CRITERIA FOR AWARD

Coins may be presented to:

- Recognize excellence
- Recognize a unique accomplishment that furthers the efficiency and effectiveness of the County's mission.
- Recognize service or accomplishment that significantly supported Umatilla County functions, services or operations.
- Coins will not be given away as mementos and should not be presented merely for an individual's normal performance of regularly assigned duties.
- Elected Officials may utilize coins as a method to build comradery and relationships but also as a branding tool to promote Umatilla County.

351.4 DISTRIBUTION

Initially, each Manager will be given 2 coins, 1 for themselves and 1 available to use in recognition as detailed above. Once a Manager has awarded a coin, they shall complete the Challenge Coin Award Form (attached) and submit it to Human Resources. Human Resources will send a new coin to the Manager, place a copy of the Award Form in the employee's personnel file, and submit a copy of the Award Form to the Board of Commissioners to be read into the record at the next available public meeting.

The Board of Commissioners will be given 25 coins each year to be distributed and encouraged to submit the Award Form for any employee, committee member, or member of the public to be similarly read into the record as noted above.

Umatilla County Excellence Award

352.1 MISSION STATEMENT

To reward, on a quarterly basis, an Umatilla County employee who shall be nominated on their ability to:

Serve the citizens of the County efficiently and effectively. Focus on professional development and outstanding customer service.

The employee will be nominated by their peers. We have adopted the name as the "Umatilla County Excellence Award".

352.2 POLICY

All Umatilla County employees will receive an email-generated nomination form, one month before the award is to be given. Nomination forms will be received and reviewed by the Umatilla County Excellence committee. In the event of a tie between employees, committee members will put both names into bucket and draw the winning name. An employee can be nominated quarterly but may not win twice in a 12-month period. The Umatilla County Excellence committee shall be formed by at least 6 to 8 county employees.

352.3 PAID TIME OFF

The chosen employee will be awarded 8 hours of Paid Time Off and a certificate of "Congratulations". This award will be presented to the recipient on the first Wednesday of the new quarter by a Umatilla County Commissioner. A picture of employee and Commissioner will be taken at the time of the presentation. Paid Time Off must be used within one year of receiving award and must be taken in an 8-hour block. If employee leaves County employment for any reason before Paid Time Off is used, it has no cash value.

352.4 APPROVAL AND FUNDING

The Umatilla County Excellence Award program will be approved by the Umatilla County Commissioners. This award program shall be funded by Umatilla County.

352.5 RECOGNIZING THE EMPLOYEE

The photo taken at time of the presentation will be emailed to all employees the day of the presentation, as a form of extended "Congratulations". This email shall contain a brief employment history and why they were nominated. The employee's name will also be displayed on the County website and recipient will receive parking privileges to the Employee of the Quarter parking spot located at the courthouse.

Chapter 4 - Equipment, Facilities and Technology

Controlled Access

400.1 PURPOSE AND SCOPE

All county staff, departments, agencies and individuals requiring access to county buildings with controlled access systems must comply with the following procedures. These procedures are to improve the security and safety of staff and the public. An access devices card, fob or other will be referred to as fob from this point on.

400.2 POLICY

- (a) Staff will no longer be issued keys unless they need access to a locked door that is not fobbed.
- (b) Departments will need to provide a list of doors that are not fobbed and, therefore, need keys to access them. A shared key will be issued to the department to access said door(s). If more than the shared key is needed, the department will provide a list of employees who will need a copy of the key.
- (c) Once a system is active (live), keys will need to be returned to Administrative Services. Failure to comply will result in your fob being inactivated until your key is returned.
- (d) (Fobs are assigned to a person. They are not to be shared.
- (e) Fobs will not be assigned to a vehicle. Fobs are to be assigned to an individual only.
- (f) A person will be assigned a single access device, which can be a card or fob, but not both.
- (g) Extra activated fobs will not be given out to departments.
- (h) Fobs will be issued to temporary employees, contractors, consultants and others by Administrative Services. The fobs need to be returned to Administrative Services when the individual no longer needs access.
- (i) The following data will be entered into the access control system:
 - 1. First name
 - 2. Last name
 - 3. Email address
 - 4. Photo
 - 5. Department or Agency
 - 6. Division
- (j) Staff will need to report to Administrative Services to have their fob activated and profile setup in the new system.
- (k) Access to doors will be assigned by department.
- (l) If an individual needs access to another department's door, a permission request form will need to be completed by both department managers and sent to Administrative Services before access will be granted.

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Controlled Access

- (m) Upon leave of employment, employees must turn in their fob and Administrative
- (n) Services is to be notified so that the fob can be deactivated.
- (o) Lost, stolen or broken fobs need to be reported to Administrative Services immediately, so that they can be deactivated. They can then be reactivated once found.
- (p) There will be a charge of \$10.00 for a replacement fob.

It is the responsibility of all staff to protect and maintain possession of their assigned fob. All staff will be required to sign the Controlled Access Fob Acknowledgement of Receipt form.

400.3 COVERED FACILITIES

The following is a list of county occupied buildings that are covered under this procedure.

- Courthouse, 216 SE 4th St. Pendleton
- Stafford Hansell Government Center, 915 SE Columbia Hermiston
- Public Health Building, 200 SE 3rd St. Pendleton

400.4 REQUEST FOR ADDITIONAL ACCESS

If an individual needs access to another department's door, this permission request form will need to be completed by both department managers and sent to Administrative Services before access will be granted.

[See attachment: Policy 400 attachment - Controlled Access Fob Acknowledgement of Receipt.pdf](#)

[See attachment: Policy 400 attachment - Controlled Access Permission Request Form.pdf](#)

Key and Electronic Access Device Controls

401.1 PURPOSE AND SCOPE

The control and accountability of keys and electronic access devices, from now on referred to as EADs, is important to maintain a safe and secure environment for employees and members of the public.

401.1.1 DEFINITIONS

Definitions related to this policy include:

Key - All mechanical devices used to access or exit county buildings and facilities.

EAD - All electronic devices used to access or exit county buildings and facilities. It includes proximity cards, key fobs, yubikeys, and other electronic access devices.

401.2 POLICY

It is the policy of the County that all keys and EADs used to access local government buildings and facilities are inventoried and controlled.

401.3 KEY IDENTIFICATION

All keys that open any doors or locks to county buildings or facilities should be marked with unique identification codes that will allow for quick inventory.

A separate secure document identifying all keys will be maintained by Administrative Services.

401.4 EAD IDENTIFICATION

All EADs that open any doors or locks to county buildings or facilities will have unique identification codes that are connected to a database with the assigned employee's information. This will allow for quick inventory when scanned on any access control point.

A separate secure document identifying all EADs will be maintained by Administrative Services.

401.5 KEY AND EAD CONTROL

Keys and EADs will be issued by Administrative Services to employees and limited to only those necessary for the employee's position. Only one EAD will be issued per employee.

Employees shall not loan a key or EAD to another person. All keys and EADs must be issued through the control process. Employees shall not possess any key or EAD for which they have not been authorized.

All keys or EADs issued to employees remain the property of the County. Employees shall not duplicate, mark, alter, or manufacture any key.

Administrative Services should regularly inventory all county keys and EADs.

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Key and Electronic Access Device Controls

401.6 LOCK POLICY

All county buildings and facilities should be kept locked during non-operating hours. Employees shall not leave public entrances to county buildings and facilities unlocked or propped open during non-operating hours. Employees should never leave non-public entrances to county buildings and facilities unlocked or propped open.

401.6.1 COURTHOUSE ACCESS

All entrances will remain locked at all times.

- (a) Employees may access the building through any public entrance or employee entrances using a county issued EAD.
- (b) Employees are to direct the general public wishing to enter to use the main west entrance.

401.7 TESTING

Administrative Services should periodically test locks to doors and gates for proper function and document the testing.

401.8 EMERGENCY KEY SET

At least one key set containing every key for county buildings and facilities should be kept separate from all of the other key sets in a secure location and made accessible only to Administrative Services in the event of an emergency.

401.9 MISSING KEYS AND EADS

Any employee who discovers that a key or EAD is missing shall report it to a supervisor as soon as reasonably practicable. If a reasonable effort to locate the key or EAD fails, the supervisor shall notify Administrative Services regarding the loss of the key or EAD, when it was discovered, and the circumstances involved.

Administrative Services will determine whether to re-key any locks that may have been compromised, and whether this should be done immediately.

401.10 DAMAGED KEYS, EADS, ACCESS CONTROLLERS, OR LOCKS

Jail secure and cell doors are not included in this policy.

Malfunctioning or damaged keys, EADs, access controllers, or locks shall be promptly reported to a supervisor. No part of a broken key should be left in the lock. All portions of the damaged key must be turned in to a supervisor, who will provide a replacement key as needed. Damaged locks should be replaced or repaired as soon as practicable. Appropriate security measures should be taken until such time as the lock is properly restored.

401.11 KEY CONTROL RECORDS

Administrative Services will maintain documentation for the accounting and security of all keys. Key control measures will be documented by Administrative Services and the records retained in accordance with established records retention schedule.

Multi Factor Authentication

402.1 PURPOSE AND SCOPE

These procedures are to improve the security and the safety of county data and systems.

402.1.1 DEFINITIONS

Multi Factor Authentication (MFA) - Multi-factor authentication is an electronic authentication method in which a user is granted access to a website, application, or device only after successfully presenting two or more pieces of evidence to an authentication mechanism. This is achieved by using something a user has, such as a hardware authentication device, and something a user knows, such as a password.

Hardware Authentication Device (HAD) - A physical device held by an authorized user that is used in conjunction with a password or pin number to grant access to computer resources.

402.2 POLICY

All county staff, departments, agencies and individuals requiring access to county computers and other smart devices must comply with the following procedures. These procedures are to improve the security and the safety of county data and systems.

402.3 REQUIREMENTS

All electronic devices accessing the county secure network, accessing county online systems, or any third party applications used for county business must use multi factor authentication.

402.4 PROCEDURES

- (a) HADs will be issued by Administrative Services to individuals cleared for access to County computer systems. Only one HAD will be issued per individual. Employees shall not loan a HAD to another person. All HADs must be issued through the control process. Employee's shall not possess any HAD for which they have not been authorized. All HADs issued to employees remain the property of the County.
- (b) Individuals will be responsible for the security of their HAD and are required to sign for receipt of it.
- (c) Extra unassigned HADs will not be given out to departments or any individual.
- (d) Administrative Services will maintain a database of all HADs and to whom they are assigned. The following data will be entered into the database:
 1. First name
 2. Last name
 3. Email address
 4. Photo
 5. Department or Agency
 6. Division

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Multi Factor Authentication

7. HAD identification number
 - (e) Upon leave of employment or completion of assigned task, individuals must turn in their HAD and Administrative Services is to be notified so that the HAD can be deactivated.
 - (f) It is the responsibility of the individual issued the HAD to immediately notify the Umatilla County IT Department of a lost, stolen, or broken HAD. In the event that a HAD is lost or stolen, it will be immediately disabled and can be reactivated if it is found.
 - (g) Failure to return a HAD may result in an individual being charged \$100.00 for a replacement HAD with the exception of failure due to normal wear and tear.

402.5 HAD CONTROL RECORDS

Umatilla County IT Department will maintain documentation for the accounting and security of all HADs. HAD control measures will be documented by the IT Department and the records retained in accordance with the established records retention schedule.

[See attachment: Policy 402 attachment - HAD Hardware Authentication Device Acknowledgement.pdf](#)

Use of County Property

403.1 PURPOSE AND SCOPE

The use of County-owned property by members of the public for public meetings or gatherings is requested periodically. This includes meeting rooms available for public use at the Courthouse, Justice Center, and the Stafford Hansell Government Center, and outside open areas. This policy sets out the restrictions on such use by members of the public and the procedure for reserving the property. This policy is not intended to limit individual members of the public from using any open public areas not reserved for other purposes.

403.2 POLICY

RESTRICTIONS ON USE:

Open Areas - This includes the courthouse steps, clock plaza, parking area, and grass areas, and the Stafford Hansell Government Center (SHGC) parking area, front plaza, and grass area.

- (a) To avoid congestion, use of the open areas for groups or gatherings will only be allowed during hours the Courthouse or the SHGC is closed. Property and foreclosure sales, however, are allowed during business hours.
- (b) Any gathering during non-business hours will need to request the use of the area and reserve the area through the Administrative Department.
- (c) Use of the area will be reserved on first in time basis.
- (d) Use of the area for County use will prevail at all times.

Meeting Rooms - This includes Rooms 35, 114, 130 and 316 of the Courthouse, Media Center of the Justice Center, and the Doherty Conference area and public meeting room at the SHGC.

- (a) Use of the rooms for County use will prevail at all times.
- (b) For security reasons, use of the meetings room will only be allowed during hours of operation of the facility. After hours meetings are limited to County functions.
- (c) Use of the area will be reserved on first in time basis.

RESERVING:

- (a) To make reservations for public use of a facility, the following office is responsible:
 - 1. All external open areas - Administrative Services Department
 - 2. Courthouse meeting rooms - Board of Commissioners
 - 3. Justice Center - Sheriffs Office
 - 4. SHGC - Administrative Services Department
- (b) Meeting rooms require a use fee, and potential cleaning fee, which must be paid at the time of the reservation.
- (c) All reservations are on a first in time basis, and are subject to cancellation if the area is required for County use.

Electronic Mail

404.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the proper use and application of the electronic mail (email) system provided by the County.

404.2 POLICY

Employees shall use email in a professional manner in accordance with this policy and current public records laws.

404.3 PRIVACY EXPECTATION

Employees forfeit any expectation of privacy with regard to emails accessed, transmitted, received, or reviewed on any county technology system (see the Information Technology Use Policy for additional guidance).

404.4 RESTRICTIONS ON USE OF EMAIL

Messages transmitted over the email system are restricted to official business activities, or shall only contain information that is essential for the accomplishment of business-related tasks or for communications that are directly related to the business, administration, or practices of the County.

Sending spam, derogatory, defamatory, obscene, disrespectful, sexually suggestive, harassing, or any other inappropriate messages on the email system is prohibited and may result in discipline.

Email messages addressed to the entire County are only to be used for official business-related items that are of particular interest to all users, and must receive prior approval from the Human Resources Department. This restriction does not apply to email messages from IT and the Maintenance Divisions.

Using the email system in a manner that would violate the Cybersecurity Policy.

Opening file attachments with file extensions such as: exe, com, or sys.

It is a violation of this policy to transmit a message under another employee's name or email address.

404.5 SIGNATURE LINE

Employees are required to use the County approved signature line in all emails correspondence. Please refer to the Umatilla County Branding Guidelines for a sample of the approved signature line including logo.

404.6 EMAIL RECORD MANAGEMENT

Email may, depending upon the individual content, be a public record and must be managed in accordance with the established records retention schedule and in compliance with state law.

The IT Division should ensure that email messages are retained and recoverable as outlined in the Records Maintenance and Release Policy.

Password Policy

405.1 PURPOSE AND SCOPE

The purpose of this policy is to establish a standard for creation of strong passwords, and the protection of those passwords for all county departments and employees. Strong passwords are needed for the protection of confidential information, maintaining the integrity of the county's data and network, and required to comply with state and federal requirements.

405.2 POLICY

General

- Passwords must not be inserted into email messages or other forms of electronic communication.
- All user-level and system-level passwords must not be shared.
- All user-level and system-level passwords must be memorized and not written and attached to the work station.
- All user-level and system-level passwords must conform to the guidelines described below.

General Password Construction Requirements

- Contain both upper and lower case characters (e.g., a-z, A-Z).
- Have digits and punctuation characters as well as letters, and a space e.g., 0-9,!@#s %"&(L +1-= ' { []:";'<>2,l)
- Are at least fifteen alphanumeric characters long. Ex. (Oh my 1 stubbed my tOe).
- Are at least 3 words long (Love 2 eat Pizza)

Exceptions

- Will be granted to legacy or other systems that do not comply with the password requirements listed in this policy.

Local Government-Owned and Personal Property

406.1 PURPOSE AND SCOPE

This policy addresses the care of county-owned property and the role of the County when personal property, the property of another person or entity, or county-owned property is damaged or lost.

406.2 POLICY

The County will ensure that employees are issued appropriate property and equipment necessary for the employee's job function. The County will take steps to minimize the cost associated with maintaining county property, including personal property authorized for use in the employee's duties.

406.3 LOCAL GOVERNMENT-ISSUED PROPERTY

Supervisors should document all property and equipment issued by the County in the appropriate file at the time of issuance. Receipt of issued items shall be acknowledged by the receiving employee's signature. Upon separation from the County, all issued property and equipment shall be returned. Documentation of the return shall be acknowledged by the signature of a supervisor.

406.3.1 EMPLOYEE RESPONSIBILITIES

Employees shall be responsible for the safekeeping, serviceable condition, proper care, proper use, and replacement of county property that has been assigned or entrusted to them.

- (a) Employees shall promptly report, through their supervisors, any loss of, damage to, or unserviceable condition of any county-issued property or equipment.
- (b) The use of damaged or unserviceable property should be discontinued as soon as practicable, and the item replaced with a comparable item as soon as available.
- (c) Except when otherwise directed by a supervisor or when exigent circumstances exist, county-issued property shall only be used by those to whom it was assigned. Use should be limited to official purposes and in the capacity for which it was designed.
- (d) County-issued property shall not be thrown away, sold, traded, donated, destroyed, or otherwise disposed of without prior approval.
- (e) Employees should obtain a supervisor's approval before any attempt to repair damaged or unserviceable property, unless the repair is of a minor or temporary nature.

406.4 SUPERVISOR RESPONSIBILITIES

The supervisor receiving a report that property, including personal property authorized for use, has been damaged should conduct an investigation with consultation with Human Resources. The memo should include the result of the investigation and whether reasonable care was taken to prevent the loss, damage, or unserviceable condition.

In cases where the supervisor has reason to believe that misconduct or negligence was involved in the loss, damage, or unserviceable condition of property, the supervisor should consider whether disciplinary or other corrective action would be appropriate.

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Local Government-Owned and Personal Property

406.5 DAMAGE TO PROPERTY OF ANOTHER PERSON OR ENTITY

Employees who intentionally or unintentionally damage or cause to be damaged the real or personal property of another person or entity while performing any county function shall promptly report the damage to a supervisor.

406.5.1 DAMAGE BY OTHERS

Employees who observe damage to the real or personal property of the County should report the damage as follows:

- (a) A verbal report should be made to the employee's immediate supervisor and to the employee or department responsible for the property as soon as practicable.
- (b) A written report should be submitted before the end of the employee's workday or as otherwise directed by the supervisor.

Personal Communication Devices

407.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the use of mobile telephones and other communication devices, whether issued or funded by the County or personally owned, during work hours or when used for authorized work-related purposes.

This policy generically refers to all such devices as Personal Communication Devices (PCDs) but is intended to include all mobile telephones, personal digital assistants (PDAs), wireless-capable tablets, and similar wireless two-way communications and/or portable internet-access devices. PCD use includes but is not limited to placing and receiving calls, text messaging, blogging and microblogging, emailing, using video or camera features, playing games, and accessing sites or services on the internet.

407.2 POLICY

The County allows employees to utilize county-issued or funded PCDs and to possess personally owned PCDs in the workplace, subject to certain limitations. Any PCD used during work hours, or during non-work hours, for business-related purposes, or reasonably associated with work-related misconduct will be subject to monitoring and inspection consistent with applicable law and this policy.

Additionally, the use of a PCD either during work hours or non-work hours for business-related purposes, or reasonably associated with work-related misconduct, may subject the employee and the employee's PCD records to civil or criminal discovery or disclosure under applicable public records laws.

Employees who have questions regarding the application of this policy or the guidelines contained herein are encouraged to seek clarification from Human Resources/County Counsel.

407.3 PRIVACY EXPECTATION

Employees forfeit any expectation of privacy with regard to any communication accessed, transmitted, received, or reviewed on any PCD issued or funded by the County and shall have no expectation of privacy in their location should the device be equipped with location-detection capabilities. This includes records of all keystrokes or web-browsing history made on the PCD. The fact that access to a database, service, or website requires a username or password will not create an expectation of privacy if it is accessed through county PCDs or networks (see the Information Technology Use Policy for additional guidance).

Employees have no expectation of privacy regarding any communications while using a personally owned PCD for county-related business or when the use reasonably implicates work-related misconduct.

407.4 LOCAL GOVERNMENT-ISSUED PCD

Depending on an employee's assignment and the needs of the position, the County may, at its discretion, issue or fund a PCD for the employee's use to facilitate work performance. County-

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Personal Communication Devices

issued or funded PCDs may not be used for personal business during or after work hours unless authorized by the supervisor. Such devices and the associated telephone number, if any, shall remain the sole property of the County and shall be subject to inspection or monitoring (including all related records and content) at any time without notice and without cause

Unless an employee is expressly authorized by the Board of Commissioners or the authorized designee to use the PCD during non-work hours, the PCD will be either secured in the workplace at the completion of the workday or turned off when leaving the workplace.

407.5 PERSONALLY OWNED PCD

Employees may carry a personally owned PCD during work hours, subject to the following conditions and limitations:

- (a) Permission to carry a personally owned PCD may be revoked if it is used contrary to provisions of this policy.
- (b) The County accepts no responsibility for loss of or damage to a personally owned PCD.
- (c) The PCD and any associated services shall be purchased, used, and maintained solely at the employee's expense.
- (d) The device should not be used for work-related purposes except in exigent circumstances (e.g., unavailability of internal communication systems) or as otherwise authorized by county procedures, e.g., cell phone allowance.
 - 1. Use of a personally owned PCD for work-related business constitutes consent for the County to access the PCD to inspect and copy the work-related data (e.g., for litigation purposes, public records retention and release obligations, internal investigations).
 - 2. Use of and data within a personally owned PCD may be discoverable in cases when there is reason to believe it is associated with work-related misconduct.
 - 3. Searches of a personally owned PCD by the County should be limited to those matters reasonably associated with the work-related business or work-related misconduct.
- (e) The device shall not be utilized to record or disclose any county business-related information, including photographs, video, or the recording or transmittal of any information or material obtained or made accessible as a result of employment or appointment with the County.
- (f) All work-related documents, emails, photographs, recordings, and other public records created or received on an employee's personally owned PCD should be transferred to the County and deleted from the employee's PCD as soon as reasonably practicable but within 72 hours.

Except with prior express authorization from their supervisors, employees are not obligated or required to carry, access, monitor, or respond to electronic communications using a personally owned PCD during non-work hours.

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Personal Communication Devices

407.6 USE OF PCD

The following protocols shall apply to all PCDs that are carried during work hours or used to conduct county business:

- (a) A PCD may not be used to conduct personal business during work hours except for brief personal communications (e.g., informing family of extended hours). Employees shall endeavor to limit their use of PCDs to authorized break times unless an emergency exists.
- (b) Employees may use a PCD to communicate with other personnel in situations where the use of county-provided communications methods is either impracticable or not feasible. PCDs should not be used as a substitute for, as a way to avoid, or in lieu of regular county-provided communications methods.
- (c) Employees are prohibited from taking pictures, audio or video recordings, or making copies of any such picture or recording media unless it is directly related to official county business. Disclosure of any such information to any third party through any means requires the express authorization of Human Resources/County Counsel.
- (d) Employees will not access social networking sites for any purpose that is not official county business. This restriction does not apply to a personally owned PCD used during authorized break times.
- (e) Using PCDs to harass, threaten, coerce, or otherwise engage in inappropriate conduct with any third party is prohibited. Any employee having knowledge of such conduct shall promptly notify a supervisor.

407.7 SUPERVISOR RESPONSIBILITIES

The responsibilities of supervisors include but are not limited to:

- (a) Monitoring to the extent practicable, PCD use in the workplace and taking prompt corrective action if an employee is observed or reported to be improperly using a PCD.
 - 1. An investigation into improper conduct should be promptly initiated when circumstances warrant.
 - 2. Before conducting any administrative search of an employee's personally owned device, supervisors should consult with Human Resources and County Counsel.

407.8 OFFICIAL USE

Employees are reminded that PCDs are not secure devices and conversations may be intercepted or overheard. Caution should be exercised while utilizing PCDs to ensure that sensitive information is not inadvertently transmitted. As soon as reasonably possible, employees shall conduct sensitive or private communications on a land-based or other county communications network.

407.9 USE WHILE DRIVING

Employees operating vehicles shall not use a PCD while driving unless the device is specifically designed and configured to allow hands-free use. Hands-free use should be restricted to urgent business-related calls.

Information Technology Use

408.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the proper use of county information technology resources, including computers, electronic devices, hardware, software, and systems.

Additional guidelines for the use of county information technology resources are found in the Cybersecurity Policy.

408.1.1 DEFINITIONS

Definitions related to this policy include:

Computer system - All computers (on-site and portable), electronic devices, hardware, software, and resources owned, leased, rented, or licensed by the County that are provided for official use by its employees. This includes all access to, and use of, Internet Service Providers (ISP) or other service providers provided by or through the County or county funding.

Hardware - Includes but is not limited to computers, computer terminals, network equipment, electronic devices, telephones (including cellular and satellite), pagers, modems, or any other tangible computer device generally understood to comprise hardware.

Software - Includes but is not limited to all computer programs, systems, and applications, including shareware. This does not include files created by the individual user.

Temporary file, permanent file, or file - Any electronic document, information, or data residing or located, in whole or in part, on the system, including but not limited to spreadsheets, calendar entries, appointments, tasks, notes, letters, reports, messages, photographs, or videos.

408.2 POLICY

It is the policy of the County that employees shall use information technology resources, including computers, software, and systems, that are issued or maintained by the County in a professional manner and in accordance with this policy.

408.3 PRIVACY EXPECTATION

Employees forfeit any expectation of privacy with regard to emails, texts, or anything published, shared, transmitted, or maintained through file-sharing software or any internet site that is accessed, transmitted, received, or reviewed on any county computer system.

The County reserves the right to access, audit, and disclose, for whatever reason, any message, including attachments, and any information accessed, transmitted, received, or reviewed over any technology that is issued or maintained by the County, including the county email system, computer network, and/or any information placed into storage on any county system or device. This includes records of all key strokes or web-browsing history made at any county computer or over any county network. The fact that access to a database, service, or website requires a username or password will not create an expectation of privacy if it is accessed through county computers, electronic devices, or networks.

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408.4 RESTRICTED USE

Employees shall not access computers, devices, software, or systems for which they have not received prior authorization or the required training. Employees shall immediately report unauthorized access or use of computers, devices, software, or systems by another employee to their supervisors and Human Resources.

Employees shall not use another person's access passwords, logon information, and other individual security data, protocols, and procedures unless directed to do so by a supervisor and Human Resources.

408.4.1 SOFTWARE

Employees shall not copy or duplicate any copyrighted or licensed software except for a single copy for backup purposes, in accordance with the software company's copyright and license agreement.

To reduce the risk of a computer virus or malicious software, employees shall not install any unlicensed or unauthorized software on any county computer. Employees shall not install personal copies of any software on any county computer.

No employee shall knowingly make, acquire, or use unauthorized copies of computer software that is not licensed to the County while on county premises, computer systems, or electronic devices. Such unauthorized use of software exposes the County and involved employees to severe civil and criminal penalties.

Introduction of software by employees should only occur as a part of the automated maintenance or update process of county-approved or installed programs by the original manufacturer, producer, or developer of the software. Any other introduction of software requires prior authorization from IT and a full scan for malicious attachments.

408.4.2 HARDWARE

Access to technology resources provided by or through the County shall be strictly limited to county-related activities. Data stored on or available through county computer systems shall only be accessed by authorized employees who have a legitimate county-related purpose to access such data. Any exceptions to this policy must be approved by a supervisor.

408.4.3 INTERNET USE

Internet access provided by or through the County shall be strictly limited to county-related activities. Internet sites containing information that is not appropriate or applicable to county use and that shall not be intentionally accessed include but are not limited to adult forums, pornography, gambling, chat rooms, and similar or related internet sites. Certain exceptions may be permitted with the express approval of a supervisor as a function of an employee's assignment.

Downloaded information from the internet shall be limited to messages, mail, and data files.

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Information Technology Use

408.4.4 USE DURING NON-WORK HOURS

Employees shall only use technology resources provided by the County during work hours unless specifically authorized by a supervisor. This includes the use of telephones, cell phones, texting, email, or any other off-the-clock work-related activities. This also applies to personally owned devices that are used to access county resources.

Refer to the Personal Communication Devices Policy for guidelines regarding use of personally owned technology during non-work hours.

408.5 PROTECTION OF SYSTEMS AND FILES

All employees have a duty to protect the computer system and related systems and devices from physical and environmental damage and are responsible for the correct use, operation, care, and maintenance of the computer system.

Employees shall ensure county computers and access terminals are not viewable by unauthorized users. Computers and terminals should be secured, users logged off, and password protections enabled whenever the user is not present. Access passwords, logon information, and other individual security data, protocols, and procedures are confidential information and are not to be shared. Password length, format, structure, and content shall meet the prescribed standards required by the computer system or as directed by the IT Division and shall be changed at intervals as directed.

It is prohibited for an employee to allow an unauthorized user to access the computer system at any time or for any reason. Employees shall promptly report any unauthorized access to the computer system or suspected intrusion from outside sources (including the internet) to the IT Division.

408.6 INSPECTION AND REVIEW

The IT Division has the express authority to inspect or review the computer system, all temporary or permanent files, related electronic systems or devices, and any contents thereof, whether such inspection or review is in the ordinary course of duties or based on cause.

Reasons for inspection or review may include but are not limited to computer system malfunctions, problems, or general computer system failure, a lawsuit against the County involving one of its employees or an employee's duties, an alleged or suspected violation of any county policy, a request for disclosure of data, or a need to perform or provide a service.

Qualified staff may extract, download, or otherwise obtain any and all temporary or permanent files residing or located in or on the county computer system when requested by the Human Resources Department, by County Counsel, or during the course of regular duties that require such information.

408.7 WEBSITE EDITING ACCESS

Employees may require editing rights to the County Website to complete their assigned duties.

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Information Technology Use

No employees shall be given editing access to the County Website without completing sufficient training by the IT Division. This ensures that edits made to the County Website are compliant with federal accessibility requirements.

Employees should be allowed the least amount of access possible to accomplish the required work function. The IT Division shall work in conjunction with County Departments to assign, limit, and revoke editing access to the County Website as needed from County Staff.

Local Government Use of Social Media

409.1 PURPOSE AND SCOPE

This policy provides guidelines to ensure that any use of social media on behalf of the County is consistent with the County mission.

This policy does not address all aspects of social media use. Specifically, it does not address:

- Personal use of social media by county employees (see the Speech, Expression, and Social Networking Policy).
- Use of social media in personnel processes (see the Recruitment and Selection Policy).
- Use of social media as part of an investigation, other than disseminating information to the public on behalf of this county.

409.1.1 DEFINITIONS

Definitions related to this policy include:

Social media - Any of a wide array of internet-based tools and platforms that allow for the sharing of information, such as the county website or social networking services.

409.2 POLICY

The County will use social media as a method of effectively informing the public about county services, issues, investigations, recruitment, and other relevant events.

The use or access of social media should be done in a manner that protects the constitutional rights of all people.

409.3 AUTHORIZED USERS

Only employees authorized by the Board of Commissioners or the authorized designee may utilize social media on behalf of the County. Authorized employees shall use only county-approved equipment during the normal course of duties to post and monitor county-related social media, unless they are specifically authorized to do otherwise by their supervisors.

The Board of Commissioners may develop specific guidelines identifying the type of content that may be posted. Any content that does not strictly conform to the guidelines should be approved by a supervisor prior to posting.

Requests to post information over county social media by employees who are not authorized to post should be made through the appropriate supervisory channels.

409.4 AUTHORIZED CONTENT

Only content that is appropriate for public release, that supports the County mission, and that conforms to all county policies regarding the release of information may be posted. Examples of appropriate content include:

- (a) Announcements.

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Local Government Use of Social Media

- (b) Tips and information related to crime prevention.
- (c) Requests for information.
- (d) Community engagement information.
- (e) Real-time safety information that is related to in-progress crimes, geographical warnings, or disaster information.
- (f) Traffic information.
- (g) Media releases.
- (h) Recruitment of personnel.
- (i) Public health information and events.

409.4.1 INCIDENT-SPECIFIC USE

In instances of active incidents where speed, accuracy, and frequent updates are paramount (e.g., crime alerts, public safety information, traffic issues), the Board of Commissioners or the authorized designee will be responsible for the compilation of information to be released.

409.4.2 CREATING SOCIAL MEDIA ACCOUNTS

All social media accounts shall be created with the assistance of the IT Division to ensure these are Umatilla County owned accounts and access is retained regardless of staffing. All accounts will be created with the intent to share information with the public and shall not be utilized for public comment. Accounts/posts will be view only without comment ability.

409.5 PROHIBITED CONTENT

Content that is prohibited from posting includes but is not limited to:

- (a) Content that is abusive, discriminatory, inflammatory, or sexually explicit.
- (b) Any information that violates individual rights, including confidentiality and/or privacy rights and those provided under state, federal, or local laws.
- (c) Any information that could compromise an ongoing investigation.
- (d) Any information that could tend to compromise or damage the mission, function, reputation, or professionalism of the County or its employees.
- (e) Any information that could compromise the safety and security of county operations, employees of the County, or the public.
- (f) Any content posted for personal use.
- (g) Any content that has not been properly authorized by this policy or a supervisor.

Any employee who becomes aware of content on this county's social media sites that the employee believes is unauthorized or inappropriate should promptly report such content to a supervisor and Human Resources.

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Local Government Use of Social Media

409.5.1 PUBLIC POSTING PROHIBITED

County social media sites shall be designed and maintained to prevent posting of content by the public.

The County may provide a method for members of the public to contact county employees directly.

409.6 STANDARDS FOR USING SOCIAL MEDIA

The following standards are to be followed when using social media for County business purposes:

1. Do not portray yourself as an official spokesperson for the County or suggest you represent the County's position unless specifically authorized to do so in writing by your department head.
2. Employees are expected to protect the privacy of the organization and its employees and are prohibited from disclosing personal employee and nonemployee information and any other proprietary and nonpublic information to which the employees have access.
3. Social media postings are considered public records, all comments or posts made to the County's blogs, walls, or pages, by the County, should be made public rather than private.
4. Except for law enforcement investigative purposes, it is inappropriate to hide behind false identities, pseudonyms, or partial names when utilizing social media.
5. Except for law enforcement investigative purposes, do not post any information that has not been verified and/or confirmed relative to accuracy and truthfulness.
6. Adhere to all applicable County policies concerning confidentiality when using social media. Most significantly, do not discuss or otherwise disclose the County's proprietary or other nonpublic business information, including private information about County citizens, customers, employees, business partners, service providers and suppliers, or nonpublic operations procedures.
7. Identify any copyrighted or borrowed material with citations and links. When publishing any authorized materials online through social media that include someone else's direct or paraphrased quotes, thoughts, ideas, photos or videos, always use citations and links to the original material where applicable. All material, regardless of its source, must be evaluated and approved for appropriateness by your department manager or designated departmental coordinator for social media prior to posting. One-to-one communication, such as email or chat, in the provision of County services does not require further approval as long as it otherwise complies with this policy.
8. Follow the terms and conditions of use established by the venue used for any social media activities (website, blog, discussion forum, etc.) You can generally find links to these terms on the home page of each site. It is your responsibility to review all such rules and to conform all of your social media activity to the applicable terms and conditions of each site. Note, in some instances the social media site in question may own any material you post on the site.
9. Do not initiate "posts" or comments on others' posts on "review" sites relating to the quality of any of the County's facilities, services, etc. If you see any such review, please

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notify your department manager or departmental designated social media coordinator to determine if further action is needed.

10. Do not post any audio, video or photographic images taken at any of the County's properties or affiliated properties unless specifically authorized to do so by your department head.
11. Do not join or create blogs, forums, message board, groups on social networks, etc. related to or representing any of the County's properties, business partners, service providers or vendors, or post business related comments on such sites unless authorized to do so by your department head.
12. Always be respectful when referring to the County's citizens, customers, employees, business partners, service providers and vendors, including their privacy. This applies to both the type of information posted and the manner and context in which it is presented. Do not identify such individuals by name, post their pictures or provide other specific information without securing their approval.
13. Do not endorse commercial products, services or entities, political parties, candidates or groups, or post any information or engage in any online conduct that may violate applicable local, state or federal laws or regulations.
14. Views of the individual employee are not ever attributed to Umatilla County.
15. Posts must comply with existing policies re: harassment and discrimination.
16. Posts must comply with existing policies re: confidentiality and improper disclosures.
17. Online activities must not interfere or negatively affect work tasks or Umatilla County, except for "Concerted Activities."
18. Employees must not reference Umatilla County or its services in the employee's social media posts, except for "Concerted Activities."
19. Umatilla County logos should not be used in the employee's social media posts, except for "Concerted Activities."
20. Management strongly urges employees to report any violations or possible violations or perceived violations to supervisors or managers. Management investigates and responds to all reports of violations of the social networking policy and other related policies.

409.7 RETENTION OF RECORDS

The Board of Commissioners should work with the County Counsel and the IT Division to establish a method of ensuring that public records generated in the process of social media use are retained in accordance with established records retention schedules.

Personal Protective Equipment

410.1 PURPOSE AND SCOPE

This policy addresses the use of personal protective equipment (PPE) provided by the County.

410.1.1 DEFINITIONS

Definitions related to this policy include:

Personal protective equipment (PPE) - Equipment that protects a person from serious workplace injuries or illnesses resulting from contact with chemical, radiological, physical, electrical, mechanical, or other workplace hazards.

410.2 POLICY

The County endeavors to protect employees by supplying certain PPE as provided in this policy.

410.3 SUPERVISOR RESPONSIBILITIES

Supervisors are responsible for identifying and making available PPE appropriate for the work environment.

410.4 EMPLOYEE RESPONSIBILITIES

Employees are required to use PPE pursuant to their training.

Employees are responsible for proper maintenance and storage of issued PPE. PPE should be stored in an appropriate location so that it is available when needed.

Any employee who identifies hazards in the workplace is encouraged to utilize the procedures in the Illness and Injury Prevention Policy to recommend new or improved PPE or additional needs for PPE.

410.5 EQUIPMENT PROCUREMENT AND USE

PPE shall meet or exceed any applicable requirements. Federal or other nationally recognized standards should be used as a guide for the procurement, use, maintenance, and storage of the following safety-related equipment in the absence of other mandatory requirements:

- (a) Hearing protection (29 CFR 1910.95)
- (b) Eye protection (29 CFR 1910.133)
- (c) Respiratory protection (29 CFR 1910.134)
- (d) Head protection (29 CFR 1910.135)
- (e) Foot protection (29 CFR 1910.136)
- (f) Electrical protective equipment (29 CFR 1910.137)
- (g) Hand protection (29 CFR 1910.138)
- (h) Personal fall protection systems (29 CFR 1910.140)

Personal Protective Equipment

410.6 RECORDS

Supervisors are responsible for maintaining records of all:

- (a) PPE training.
- (b) PPE procurement and distribution.
- (c) Fit tests and medical evaluations related to respiratory protection equipment, when applicable. Medical evaluation questionnaires and any physical examination results related to respirator use shall be forwarded to Human Resources to be maintained in a separate confidential medical file.

The records shall be maintained in accordance with the county records retention schedule.

410.7 TRAINING

Employees should be trained in the hazards to which they may be potentially exposed during routine and emergency situations.

All employees should be trained in the proper use and maintenance of PPE issued to them, including when the use is appropriate; how to put on, remove, and adjust PPE; how to care for PPE; and the limitations of each device (29 CFR 1910.132).

Employees issued respiratory PPE should attend annual training on the proper use of respiratory protection devices (29 CFR 1910.134).

Vehicle Use

411.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for employees who use vehicles for county business. This policy does not create or imply any contractual obligation by the County to provide assigned vehicles.

Individual department heads may have additional policies for vehicle use to address specific vehicles (e.g., emergency vehicles) and duty assignments (e.g., law enforcement undercover work).

411.2 POLICY

The County authorizes the use of certain vehicles for official county business to enhance operational efficiency and requires that vehicles are operated in a safe and legal manner.

Violations of this policy may result in disciplinary action, up to and including termination.

411.3 USE OF VEHICLES

Personal use of County-owned vehicles for commuting or other personal use is prohibited.

Use, possession, transport, manufacture, distribution, dispensation or sale of prohibited substances and/or alcohol on County premises including but not limited to County vehicles is prohibited. Please see the Drug and Alcohol Free Policy for defined "prohibited substances."

Smoking and the use of tobacco products in County owned vehicles is prohibited

411.3.1 VEHICLE ASSIGNMENTS

Vehicle assignments shall be based on the employee's job description, essential functions, and employment status. Vehicles may be reassigned or utilized by other county employees at the discretion of the Board of Commissioners or the Department Director.

411.3.2 EMPLOYEE RESPONSIBILITIES

Employees operating a County vehicle as part of their job with the County shall:

- (a) Possess a valid driver's license.
 - 1. Employees shall report any suspensions or revocations of their license and any changes to driving privileges as soon as practicable and before any subsequent county vehicle use or personal vehicle use for county business.
 - 2. Employees must possess a valid commercial driver's license or special class license when applicable.
- (b) Provide the county with a driver's history report upon request.
- (c) Notify a supervisor of any citations or arrests for motor vehicle-related violations or offenses as soon as practicable.
- (d) Obey all traffic laws.

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Vehicle Use

- (e) Abstain from any alcohol or drug use at anytime during the workday.

411.3.3 INSPECTIONS

Employees shall be responsible for inspecting the interior and exterior of any assigned county vehicle. If the vehicle is assigned for the workday, it should be inspected before use and at the conclusion of the workday. If the vehicle is assigned for less than a workday, it should be inspected before use and upon conclusion of use. Any previously unreported damage, mechanical problems, unauthorized contents, or other problems with the vehicle shall be promptly reported to a supervisor and documented as appropriate.

All county vehicles are subject to inspection and/or search at any time by a supervisor without notice and without cause. No employee assigned to or operating such vehicle shall be entitled to any expectation of privacy with respect to the vehicle or its contents.

411.3.4 SECURITY AND UNATTENDED VEHICLES

Unattended vehicles should be locked and secured at all times to safeguard any county equipment prior to parking or leaving the vehicle.

411.3.5 VEHICLE LOCATION SYSTEM

County vehicles may be equipped with a system designed to track the vehicle's location. While the system may provide vehicle location and other information, employees are not relieved of their responsibility to use any required communication practices to report their location and status.

Employees shall not make any unauthorized modifications to the system. If an employee finds that the system is not functioning properly at any time, the employee should notify a supervisor as soon as reasonably practicable.

System data may be accessed by supervisors or Human Resources at any time. However, access to historical data by other than supervisors will require Human Resources approval.

All data captured by the system shall be retained in accordance with the established records retention schedule.

411.3.6 KEYS

Employees shall not duplicate keys or share them with any person except another employee authorized to use that vehicle. The loss of a key shall be promptly reported in writing to the employee's supervisor.

411.3.7 AUTHORIZED PASSENGERS

Employees operating assigned vehicles shall not permit unauthorized persons to ride as passengers in the vehicle.

411.3.8 PARKING

Employees should obey parking regulations at all times.

County vehicles should be parked in assigned areas and shall not be parked in designated employee or public parking spaces.

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411.3.9 ACCESSORIES AND/OR MODIFICATIONS

There shall be no modifications, additions, or removal of any equipment or accessories from county vehicles without written permission from the Board of Commissioners.

411.4 LAW ENFORCEMENT

For law enforcement employees, personal use of County-owned vehicles for commuting is allowed in the two following circumstances as a non-taxable working condition fringe benefit, provided that all criteria are met.

- (a) **Marked Vehicle.** For a sheriff department law enforcement employee, personal use of County-owned clearly marked police vehicles for commuting is allowed if all of the following criteria are met:
 - 1. The employee is required to use the vehicle for commuting, when the employee is not on a regular shift, but is on call at all times.
 - 2. Personal use, other than commuting, of the vehicle outside the limits of the employee's arrest powers is prohibited.
 - 3. The vehicle is clearly marked by painted insignia/decal or words so that it is readily apparent that the vehicle is a police vehicle.
 - 4. The Board of Commissioners authorizes the use of the County-owned vehicle for commuting purposes by the position. Such authorization will be determined on an annual basis by written Board order.
- (b) **Unmarked Vehicle.** For a sheriff department law enforcement employee, personal use of County-owned unmarked law enforcement vehicles for commuting is allowed if all of the following criteria are met:
 - 1. The employee use of the vehicle for commuting must be incident to law-enforcement functions, such as being able to report directly from home to a stakeout or surveillance site, or to an emergency situation.
 - 2. Personal use, other than commuting, of the vehicle outside the limits of the employee's arrest powers is prohibited.
 - 3. The employee is employed on a full-time basis by the Umatilla County Sheriff Department, is authorized to carry firearms, to execute search warrants, and to make arrests, and who regularly carries firearms.
 - 4. The Board of Commissioners authorizes the use of the County-owned vehicle for commuting purposes by the position. Such authorization will be determined on an annual basis by written Board order.

411.5 DAMAGE, ABUSE, AND MISUSE

When any county vehicle is involved in a traffic accident or otherwise incurs damage, the involved employee shall promptly notify a supervisor, Human Resources and County Counsel. Any traffic accident report shall be filed with the agency having jurisdiction, with a copy provided to County Counsel.

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Damage to any county vehicle that was not caused by a traffic accident shall be immediately reported during the shift or workday in which the damage was discovered and documented in memorandum format, which shall be forwarded to County Counsel. An administrative investigation should be initiated to determine if there has been any vehicle abuse or misuse.

Vehicle Safety Restraints/Safety Belts

412.1 PURPOSE AND SCOPE

This policy establishes guidelines for the use of safety belts and child restraints. This policy will apply to all individuals operating or riding in county vehicles.

Individual department policies may provide additional guidance.

412.1.1 DEFINITIONS

Definitions related to this policy include:

Child restraint system - An infant or child passenger restraint system that meets Federal Motor Vehicle Safety Standards (FMVSS) and regulations set forth in 49 CFR 571.213.

412.2 POLICY

It is the policy of the County that employees use safety and child restraint systems to reduce the possibility of death or injury in a motor vehicle accident.

412.3 WEARING OF SAFETY RESTRAINTS

All occupants shall wear properly adjusted safety restraints at all times when operating or riding in a seat equipped with restraints, in any vehicle owned, leased, or rented by this county, or in any privately owned vehicle when conducting county business. The employee driving such a vehicle shall ensure that all other occupants, including those who are not employees of the County, are properly restrained.

412.4 TRANSPORTING CHILDREN

Child passengers shall be transported using an approved child restraint system in compliance with federal and state law.

412.5 INOPERABLE SAFETY BELTS

County vehicles shall not be operated when the safety belt in the driver's position is inoperable. Persons shall not be transported in a seat in which the safety belt is inoperable.

County vehicle safety belts shall not be modified, removed, deactivated, or altered in any way.

Employees who discover an inoperable restraint system shall report the defect to the appropriate supervisor. Prompt action will be taken to replace or repair the system.

412.6 VEHICLES MANUFACTURED WITHOUT SAFETY BELTS

Vehicles manufactured and certified for use without safety belts or other restraint systems are subject to the manufacturer's operator requirements for safe use.

412.7 VEHICLE AIRBAGS

In all vehicles equipped with airbag restraint systems, the system will not be tampered with or deactivated, except when transporting children as written elsewhere in this policy. All equipment

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Vehicle Safety Restraints/Safety Belts

installed in vehicles equipped with airbags will be installed as per the vehicle manufacturer specifications to avoid the danger of interfering with the effective deployment of the airbag device.

Fleet Management Plan

413.1 PURPOSE AND SCOPE

To establish a Vehicle Replacement Process for County vehicles. This policy does not apply to Public Works or Law Enforcement vehicles.

413.2 OBJECTIVE

Develop a funding mechanism to support replacement of vehicles and establish a rotation program that minimizes overall capital and maintenance costs and maximizes efficient use of taxpayer resources.

413.3 PROCESS

1. Departments wanting to replace or to purchase a vehicle for the upcoming budget year will submit a request to the Vehicle Replacement Committee (CFO, County Counsel, BCC Liaison to Finance and Public Works Director).
2. For replacement vehicles, the request will (a) identify the vehicle to be replaced, (b) describe its condition (c) list mileage. The request will identify the type of vehicle to be purchased.
3. For additional vehicles, the request will include the (a) type of vehicle wanted (b) the approximate miles driven in one year.
4. These requests must be submitted by September 20th each year.

413.4 REVIEW

This plan will be reviewed periodically to adapt and incorporate new best practices as they become known or available.

Fleet Management Plan - Umatilla County Sheriff's Office

414.1 INTRODUCTION

The purpose of this policy is to develop this new fleet management plan for the Sheriffs Office. This plan includes policies and procedures to improve the quality of the fleet, gain efficiencies, enhance operational practices to provide a long-term program to adequately address department needs.

The number of vehicles in the fleet fluctuates and is contingent upon available funding sources.

414.2 GOAL

A sustainable plan to ensure that the Sheriffs Office has safe, reliable and suitable vehicles for its criminal, civil and corrections divisions to perform their public safety and law enforcement missions.

414.3 OBJECTIVES

- (a) Provide a framework for funding to support replacement of marginal vehicles and establishment of a rotation program that minimizes overall capital and maintenance costs and maximizes efficient use of taxpayer resources.
- (b) Reduce the fleet inventory and upgrade the remaining fleet in a systematic fashion for the purpose of achieving an across-the-board stable of vehicles that meet professional needs.
- (c) Periodically, review the plan and adapt it to incorporate new best practices as they become known and/or available.
- (d) Create sustainable fleet management, which assures ongoing replacement, maintenance and rotation; cost recovery from vehicles being sold or rotated out of the Sheriff's fleet; opportunities to integrate the Sheriffs Office program with vehicle needs of other departments.
- (e) Review and explore opportunities to integrate the Sheriffs Office program with vehicle needs of other departments.

414.4 DEFINITION OF "FLEET"

For the purposes of this policy, "Fleet" means the following three (3) groupings:

- 1. A core grouping of vehicles for use within the divisions providing emergency response--Criminal and Reserves as required for core public safety purposes. Reserve Patrol purchases their own vehicles separately.
- 2. Civil and Corrections/Transport.
- 3. Additional vehicles for use by auxiliary programs that have different funding sources and/or unique needs and specification requirements (e.g., Marine, ATV, Snowmobile patrol, Search and Rescue).

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Fleet Management Plan - Umatilla County Sheriff's Office

414.5 GUIDELINES

The purpose is to provide guidelines to achieve the goals and objectives by establishing vehicle groups based on mileage and age of vehicles used within the Sheriffs Office; to set minimum/maximum mileage and /or age for reassignment, replacement and / or disposal; and to optimize capital and generate efficiencies. The following Charts will be used for core group's rotation and disposition purposes:

Rotation of Core Group Vehicles

Group	Type of Use	Reassignment Mileage	Reassignment Age
Group 1 - Criminal & Reserves	High Risk/High Annual Miles	80-100k Miles	Three (3) Years
Group 2 - Civil/ Corrections/Trans	Medium Risk/Medium Annual Miles	80-100k Miles	Three (3) Years
Group 3 - Auxiliary	Lower Risk/Lower Annual Miles	120-150k Miles	Five (5) Years

When the target is reached the vehicle will be reassigned

Reassignment

Once the Sheriffs Office has utilized a vehicle in the "Core Group" the vehicle will be evaluated for reassignment and/or sale depending on the needs of both the County and Sheriff. If the Sheriff has no further need for the vehicle it shall be first offered to the County for use in the County's General Services Fleet. If the County has no need for the vehicle, it shall be declared as surplus.

Vehicle Disposition Chart

Reassign To	Disposal Mileage Target	Disposal Age
Auxiliary Program	Miles determined by vehicle condition	Five (5) Years
Reserve Program	Miles determined by vehicle condition	Five (5) Years

The County will continue to adopt plans, policies and procedures based on identified "Best Practices" within the government and private sector, these policies and procedures should increase vehicle usability time, improve fleet efficiency, reduce maintenance costs, and ensure the optimum return value for the County, in either further use (reassignment) or sale. All funds resulting from a transfer and /or sale will be retained in the Vehicle Replacement Fund.

Value

Value for transfer or sale may be obtained based on averaging vehicle values obtained in both the Kelly Blue Book and NADA books.

Disposal

Vehicles identified as surplus or deemed undesirable, will be disposed of in accordance with current State law.

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Fleet Management Plan - Umatilla County Sheriff's Office

414.6 FUNDING TO SUPPORT THE FLEET MANAGEMENT PLAN

A budget will be created for support of this Fleet Management Plan. Subject to the annual budget process, The Sheriffs Office will annual submit their purchase plan to the Board of Commissioners for approval no later than December 31, of each fiscal year.

414.7 MANAGEMENT PROTOCOLS

The Sheriff shall appoint a Fleet Manager to oversee the procurement of the fleet The Fleet Manager will work in conjunction with the County's designated representative to ensure that all applicable county policies are being followed, and will conduct biannual audits focused on improving fleet efficiencies, reducing maintenance costs, and ensuring optimum return value for the County.

Vehicle Maintenance

415.1 PURPOSE AND SCOPE

The purpose of this policy is to ensure that county vehicles are appropriately maintained.

415.2 POLICY

The County will service department vehicles to ensure they remain operational and maintain their appearance, as resources allow.

Enterprise fleet vehicles will use maintenance cards at approved Enterprise service centers. All other vehicles should utilize the County shop whenever possible. If an external service center is necessary, please ensure fiscal responsibility.

415.3 GENERAL DUTIES

Employees are responsible for assisting in maintaining county vehicles so that they are properly equipped, maintained, and refueled and present a clean appearance.

415.4 DEFECTIVE VEHICLES

When a vehicle becomes inoperative or in need of repair that affects the safety of the vehicle, that vehicle shall be removed from service. Proper documentation shall be promptly completed by the employee who becomes aware of the defective condition and forwarded to a supervisor for action.

Documents describing the correction of the safety issue shall be promptly filed by the supervisor with the vehicle history and sent to the Finance Department as record keepers of the County Fleet.

415.4.1 DAMAGE OR POOR PERFORMANCE

Vehicles that may have been damaged or perform poorly shall be removed from service for inspections and repairs as soon as practicable.

415.4.2 SEVERE USE

Vehicles operated under severe-use conditions, which include operations for which the vehicle is not designed or that exceed the manufacturer's parameters, should be removed from service and subjected to a safety inspection as soon as practicable. Such conditions may include rough roadway or off-road driving, hard or extended braking, and severe weather exposure.

415.4.3 REMOVAL OF WEAPONS

Only authorized firearms, weapons, or control devices shall be carried in county vehicles. Any authorized firearms, weapons, and control devices shall be removed from a vehicle and properly secured prior to the vehicle being released for maintenance, service, or repair.

415.5 VEHICLE REFUELING

Generally, vehicles should not be operated with less than one-quarter tank of fuel. Vehicles should be returned to the pool or the assigned department at the end of the workday with a full tank of fuel. Vehicles shall only be refueled at an authorized location using County provide Wex fuel cards.

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Vehicle Maintenance

415.6 WASHING OF VEHICLES

Vehicles shall be kept clean at all times and, weather conditions permitting, shall be washed as necessary to maintain the professional appearance of the County.

Employees using a vehicle shall remove any trash or debris at the end of their workday. Confidential material should be placed in a designated receptacle that has been provided for shredding this material.

Physical Asset Management/Surplus Property

416.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for maintaining a system of inventory and accountability over the county's physical assets. This policy does not address management of intangible assets (e.g., intellectual property), fluid assets (e.g., cash, stocks, marketable securities), real property, or natural assets (e.g., water, air quality, minerals).

Individual department heads may have additional policies for department-specific assets.

416.1.1 DEFINITIONS

Definitions related to this policy include:

Physical assets – All tangible items of value, including but not limited to materials, machinery, tools and equipment, vehicles, office supplies, and furniture.

416.2 POLICY

It is the policy of this county to accurately inventory, maintain, and dispose of its physical assets in a manner that controls costs, avoids waste, and promotes the mission of the County.

416.3 RESPONSIBILITIES

The Board of Commissioners should assign a person or persons to be responsible for the inventory, maintenance, and disposal of county physical assets, including:

- (a) Maintaining compliance with federal, state, and local laws regarding physical asset management, inventory control, and reporting requirements.
- (b) Developing procedures for the implementation of this policy, including:
 - 1. Procedures for disposal of all county-owned physical assets in accordance with federal, state, and local law.
 - 2. Procedures for safe disposal of hazardous waste.
 - 3. Procedures for inter-department transfers of physical assets.
 - 4. Procedures for each department to inventory assets as according to internal reporting deadlines (e.g., quarterly, annually).
- (c) Developing a physical asset management plan to track the county's physical assets and maintain accurate and complete records related to these assets. The plan should include:
 - 1. A minimum value of the physical assets that are subject to this policy, the plan, and the implementing procedures.
 - 2. An inventory control and recordkeeping system to account for the movement, storage, maintenance and use, loss, damage, destruction, and disposal of the county's physical assets.
 - 3. Routine internal and external audit practices.

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Physical Asset Management/Surplus Property

4. Procedures to access physical assets for re-use, transfer, recycle, or disposal.
- (d) Designating custodians within each department, as appropriate, for inter-department communication and to serve as inventory liaisons under the physical asset management plan.
- (e) Annual physical asset acquisition planning.

416.4 SURPLUS OR OBSOLETE ASSETS

A department that no longer utilizes a physical asset should have the asset identified as surplus or obsolete. If the physical asset retains value that may be utilized by another department, the item should be stored as surplus or transferred in accordance with the procedures established pursuant to this policy. If the physical asset is deemed obsolete, the item shall be disposed of in accordance with this policy.

416.4.1 STORAGE

When practicable, physical assets that retain value but are not being utilized should be stored in lieu of disposal. Physical assets in storage are subject to routine inventory and revaluation. If the physical asset's value is less than the cost of storage, the County should pursue disposal of the item in accordance with this policy.

416.4.2 TRANSFERS

When a physical asset is transferred from one department to another, the value of the physical asset should transfer with the asset. Inter-department transfers shall be documented through the inventory control and recordkeeping system implemented by the physical asset management plan.

416.5 LOSS, DAMAGE, OR DISPOSITION

Process for the loss, damage or disposition, including donation of property to non-county or charitable organizations include the following:

PHYSICAL PROPERTY

- (a) Surplus property not transferred to a different county department must be transferred to the Facilities Division as surplus property.
- (b) Once moved to county surplus, Facilities will set aside any items that may still be useful to the county.
- (c) Any remaining items may be donated to other public agencies, educational agencies, or tax-exempt nonprofit organization with a current 501(C) status.
- (d) Any non-county agency must complete a property transfer form before the receipt of surplus property.
- (e) Any remaining surplus items shall be disposed of as provided by Umatilla County Ordinance or by Oregon State Law.

ELECTRONIC PROPERTY

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Physical Asset Management/Surplus Property

Procedures for protecting nonpublic/confidential information contained on surplus property for all county departments.

Computers, copiers, and other electronic equipment going to surplus may contain nonpublic data. Nonpublic data is information stored electronically that is private in nature or considered confidential that may pertain to identity, medical, criminal, or other areas that the county is not allowed to divulge to the public or other county departments. The following procedures have been put in place to insure nonpublic data is protected and stays confidential

- (a) Upon receipt of any computer, copier or other electronic equipment, the department shall notify Information Technologies of the receipt of the electronic device.
- (b) Information Technologies will maintain a list of devices that may be used to store or duplicate any confidential material.
- (c) Once a department no longer needs a device for any reason (upgrade, does not function, not needed) and it is being moved to surplus, the Information Technologies office must clear all data from the unit prior to disposal.
- (d) Devices being sent back to the manufacturer or retailer must also be cleared before being returned.
- (e) Clearing a device
 - (a) Overwrite all locations with a random pattern, all locations with binary zeros, all locations with binary ones.
 - (b) If unable to overwrite the device it must be destroyed by disintegrating, incinerating, pulverizing, shredding, melting or degaussing.

416.6 MAINTENANCE OF PHYSICAL ASSETS

Routine maintenance of physical assets should be proactive to limit interruption of the county's daily operations. Employees should report any physical asset performance issues to a supervisor.

Maintenance requests and reports shall be recorded in the inventory control and recordkeeping system.

416.7 DISPOSAL

Physical assets slated for disposal should be evaluated for salvage value (e.g., items containing reusable materials like aluminum or copper) or transfer or storage in accordance with this policy.

416.8 INVENTORY AND REPORTS

Routine inventory of physical assets should be conducted for purposes of loss control, revaluation, retagging, documenting asset movement and condition, disposition and acquisition planning, and obtaining adequate insurance coverage.

All internal controls and inventories related to physical asset management shall be accurately documented and subject to both internal and external audit. Inventory reports should include an explanation of any discrepancies from the previous period.

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Government Policy Manual

Physical Asset Management/Surplus Property

All inventory documentation shall be retained and stored in accordance with the records retention schedule.

Generative Artificial Intelligence Use

417.1 PURPOSE AND SCOPE

The purpose of this policy is to ensure that employee use of AI Chatbots conform with Umatilla County policies and goals related to privacy, confidentiality and data security and is used to enhance productivity and efficiency.

Although AI takes many forms and can serve many different functions, this policy addresses only the use of a web-based interface to ask or "prompt" the chatbot in a conversational manner to find answers to questions or to create or edit written content (for example, Open AI's ChatGPT and Google's Bard). This policy applies to all Umatilla County employees and to all work associated with Umatilla County that those employees perform, regardless of location (on or off Umatilla County premises).

417.1.1 DEFINITIONS

Definitions related to this policy include:

Generative artificial intelligence (GenAI) - A type of artificial intelligence that is algorithmically trained on one or more large data sets and designed to generate new and unique data (e.g., text, pictures, video) in response to a prompt (generally questions, instructions, images, or video) input by the user.

417.2 POLICY

The use of GenAI systems carries unique benefits within a local government entity, providing ways to increase operational efficiency, enhance county procedures, and improve the overall effectiveness of the County.

However, the prompts input into GenAI systems can present risks to both individuals and local governments by making accessible to the public information such as facility security records, security procedures, personal information, certain law enforcement records, and other confidential information (e.g., protected information, social services records, financial records). In addition, without safeguards in place, GenAI can produce unintended discriminatory or biased output as well as content that is inaccurate, misleading, or copyrighted.

It is the policy of the County to develop, implement, and use GenAI ethically and responsibly in a way that minimizes potential risk and harm in accordance with the guidelines set forth below.

Any function carried out by an employee of the County using GenAI is subject to the same laws, rules, and policies as if carried out without the use of GenAI. The use of GenAI does not permit any law, rule, or policy to be bypassed or ignored.

Employees wishing to use AI chatbots in connection with work should discuss the parameters of the intended use with their Department Director. The Department Director may approve, deny or modify the requested parameters as best meets Umatilla County policy, legal requirements or other needs of the County. A Director may not approve any request to use AI when the use

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Generative Artificial Intelligence Use

will involve entering proprietary or confidential Umatilla County data without review by County Counsel. [See attachment: Policy 417 attachment - Generative AI Platform Use Request Form.pdf](#)

All AI chatbot-generated content must be properly cited as "AI chatbot-generated content" when used as a source.

All AI-generated content must be reviewed for accuracy before relying on it for work purposes. If a reliable source cannot be found to verify actual information generated by the chatbot, that information cannot be used for work purposes.

417.3 AUTHORIZED USE OF GENERATIVE AI

The use of county GenAI systems by county employees shall be limited to official work-related purposes, and employees shall only access and use GenAI systems for which they have been authorized.

Authorized AI-generated uses include general knowledge questions meant to enhance your understanding on a work-related topic; to brainstorm ideas related to projects you are working on; to create formulas for Excel spreadsheets or similar programs; to develop or debug code (to be verified before use); to draft an email or letter, to summarize online research or to create outlines for projects.

Employees must always comply with Oregon's record retention and public records laws, and any Umatilla County policy relating to the retention or destruction of public records.

417.4 AUTHORIZED AI PLATFORMS

The use of AI platforms is restricted to those approved by the Administrative Services Department. Personal AI accounts and all other unapproved AI applications are strictly prohibited. To request approval for a new platform, please submit a Generative IA Platform Use Request Form to the Director of Administrative Services or the IT Division Manager. A list of currently approved platforms can be found in attachments under Generative IA Approved Platforms.

[See attachment: Policy 417 attachment - Generative AI Approved Platforms.pdf](#)

417.4.1 PRIVACY CONSIDERATIONS

Information not otherwise available to the public, including data reasonably likely to compromise an investigation, reveal confidential security information, training, or procedures, or risk the safety of any individual if it were to become publicly accessible, should not be input into a GenAI system unless contractual safeguards are in place to prevent such information from becoming publicly accessible. Employees should instead use generic unidentifiable inputs, such as "person," and hypothetical scenarios whenever possible.

Protected information should only be input into GenAI systems that have been approved for such use and comply with applicable privacy laws and standards.

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Government Policy Manual

Generative Artificial Intelligence Use

417.5 PROHIBITED USE

Inputting data or information into an AI chatbot that discloses legally protected privacy interests, confidential or proprietary information of Umatilla County, its employees, or clients.

417.6 ETHICAL USE

Employees must use generative AI chatbots in accordance with all Umatilla County policies and values. These technologies must not be used to create content that is inappropriate, discriminatory, or otherwise harmful to others or Umatilla County. Such misuse will result in discipline, up to and including termination of employment.

417.7 MONITORING

All Umatilla County policies relating to computer usage, mobile devices and the like apply when using AI chatbots on work time, regardless of whether the equipment is owned or provided by Umatilla County.

Cybersecurity

418.1 PURPOSE AND SCOPE

This purpose of this policy is to establish guidelines to protect the County's information technology infrastructure from cyber threats. Additional guidelines for the use of the County's information technology infrastructure are found in the Information Technology Use Policy.

This policy applies to all Umatilla County elected officials, employees, contractors, consultants, volunteers and others specifically authorized to access information and associated assets owned, operated, controlled, or managed by Umatilla County. Additionally, leadership must ensure that all contracts and similar agreements with business partners and service providers incorporate appropriate elements of this policy.

418.1.1 COMPLIANCE

Oregon public entities must comply with the Oregon Identity Theft Protection Act, ORS 646A.600 – 628. ORS 646A.622 (d) requires the implementation of a Cybersecurity program. Non-compliance with this policy may pose risks to the organization; accordingly, compliance with this program is mandatory. Failure to comply may result in failure to obtain organizational objectives, legal action, fines and penalties. Breaches with the potential to impact more than 250 individuals must be reported to the Oregon Department of Justice.

418.2 OBJECTIVE

Maintaining the security and integrity of the County's information technology infrastructure by implementing and maintaining cybersecurity measures to safeguard information its information technology infrastructure from cyber threat.

418.3 DEFINITIONS

Cybersecurity - The practice of protecting an information technology infrastructure from digital attacks.

Cyber threats - Unauthorized access, use, disclosure, disruption, modification, or destruction of the County's information technology infrastructure.

Information technology infrastructure - All electronic devices, networks, systems (e.g. hardware, software, firmware), and data owned, operated, or managed by the County, including but not limited to computers, servers, mobile devices, networking equipment, and cloud-based services.

418.4 ROLES AND RESPONSIBILITIES

Umatilla County has appointed the following roles and responsibilities to execute and monitor the policies described in this document.

Board of Commissioners

- Responsible for securing and allocating the necessary resources, support, and guidance to provide effective cybersecurity measures.

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Cybersecurity

Director of Administrative Services

- Ensure that a written Cybersecurity Policy is developed and implemented.
- Confirm identification, acquisition, and implementation of information system software and hardware.

IT Program Manager

- Identify all Personally Identifiable Information.
- Ensure implementation, enforcement, and effectiveness of IT Security policies and procedures.
- Facilitate an understanding and awareness that security requires participation and support at all organizational levels.
- Oversee daily activities and use of information systems to ensure employees, business partners, and contractors adhere to these policies and procedures.

Employees and Contractors

- Responsible for following all County policies.

418.5 IDENTIFY, PROTECT, DETECT, RESPOND, AND RECOVER

The following sections outline Umatilla County requirements and minimum standards to facilitate the secure use of organizational information systems. The information presented in this policy follows the format of the control families outlined in the National Institute of Standards and Technology (NIST) Cybersecurity Framework (NIST CSF): **Identify, Protect, Detect, Respond, and Recover**.

The scope of security controls addressed in this policy focus on the activities most relevant to Umatilla County as defined by the Center for Internet Security (CIS) and industry best practices. Questions related to the interpretation and implementation

418.5.1 IDENTIFY (ID)

Objective: To develop the organization's understanding that's necessary to manage cybersecurity risk to systems, people, assets, data, and capabilities.

Asset Management

An inventory of all approved hardware and software on Umatilla County network and systems will be maintained in a computer program or spreadsheet that documents the following:

- The employee in possession of the hardware or software.
- Date of purchase.
- Amount of purchase.
- Serial number.
- Type of device and description.

Cybersecurity

Personally Identifiable Information (PII)

An inventory of all PII information by type and location will be taken. This inventory will be managed and reviewed by the Umatilla County IT Department.

Each department manager will determine if PII is essential. If PII is not essential, it will either not be collected, or (if collected) will be destroyed. Do not collect sensitive information, such as a Social Security numbers, if there is no legitimate business need. If this information does serve a need, apply your entity's record retention plan that outlines what information must be kept, and dispose of it securely once it is no longer required to maintain.

All PII no longer needed shall be shredded if in paper form or destroyed by the Umatilla County IT Department if in electronic form.

The Oregon Identity Theft Protection Act prohibits anyone (individual, private or public corporation, or business) who maintains Social Security numbers from:

- Printing a consumer's SSN on any mailed materials not requested by the consumer unless redacted
- Printing a consumer's SSN on a card used by the consumer that is required to access products or services
- Publicly posting or displaying a consumer's SSN, such as on a website

Exceptions include requirements by state or federal laws, including statute records (such as W2s, W4s, 1099s, etc.) that are required by law to be made available to the public, for use for internal verification or administrative processes, or for enforcing a judgment or court order.

418.5.2 PROTECT (PR)

Objective: To develop and implement appropriate safeguards to ensure the delivery of critical services.

Identity Management, Authentication and Access Control

The Director of Administrative Services is responsible for ensuring that access to the organization's systems and data is appropriately controlled. All systems housing Umatilla County data (including laptops, desktops, tablets, and cell phones) are required to be protected by two factor authentication wherever possible. If two factor authentication is not possible, the data should be protected with a password that conforms with the requirements below. Except for the instances noted in this policy, users with access to Umatilla County systems and data are not to share passwords with anyone.

Password Requirements

For information on the Umatilla County password requirements see the Password Policy.

Where possible, multi-factor authentication will be used when users authenticate to the organization's systems.

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Cybersecurity

- Users are granted access only to the system data and functionality necessary for their job responsibilities.
- Privileged and administrative access is limited to authorized users who require escalated access for their job responsibilities and where possible will have two accounts: one for administrator functions and a standard account for day to day activities.
- All user access requests must be approved by the Umatilla County IT Department.
- It is the responsibility of the Umatilla County IT Department. to ensure that all employees and contractors who separate from the organization have all system access removed immediately.

On an annual basis, a review of user access will be conducted under the direction of IT Program Manager to confirm compliance with the access control policies outlined above.

Awareness and Training

Umatilla County personnel are required to participate in security training in the following instances:

1. All new hires are required to complete security awareness training to receive login credentials.
2. Formal security awareness refresher training is conducted on no less than an annual basis. All employees are required to participate in and complete this training.
3. A user will be required to complete additional security awareness training after a failed phishing exercise.

On a monthly basis, Umatilla County will conduct email phishing exercises of its users. The purpose of these tests is to help educate users on common phishing scenarios. It will assess their level of awareness and comprehension of phishing, understanding and compliance with policy around safe handling of e-mails containing links and/or attachments, and their ability to recognize a questionable or fraudulent message.

Compliance and Enforcement

Adherence to this policy is mandatory and is a requirement under ORS.

Failure to complete the assigned required training will result in immediate consequences, which may include disciplinary action.

Step 1 - Supervisor Notification for immediate compliance.

Step 2 - Immediate Removal of Computer Access: Failure to complete any required training or action item by its specified deadline will result in the immediate and temporary **removal of the employee's computer and network access** until compliance is achieved.

Step 3. Continued Failure to Comply: Ongoing or repeated failure to comply with any required training or action item by its specified deadline, after the initial consequence, **may result in further disciplinary action, up to and including termination of employment.**

Data Security

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Cybersecurity

Data Classification

You must adhere to your Records Retention Policy regarding the storage and destruction of data. Data residing on corporate systems must be continually evaluated and classified into the following categories:

- **Employees Personal Use:** Includes individual user's personal data, emails, documents, etc. This policy excludes an employee's personal information, so no further guidelines apply.
- **Operational:** Includes data for basic organizational operations, communications with vendors, employees, etc. (non-confidential). This includes any data that is available or requestable by the general public. The majority of data will fall into this category.
- **Confidential:** Any information deemed confidential. The following list provides guidelines on what type of information is typically considered confidential.
- Confidential data may include:
 - Employee or customer Social Security numbers or personally identifiable information (PII)
 - Personnel files
 - Medical and healthcare information
 - Protected Health Information (PHI)
 - Network diagrams and security configurations
 - Security Plans
 - Communications regarding legal matters
 - Passwords/passphrases
 - Bank account information and routing numbers
 - Payroll information
 - Credit card information
 - Any confidential data held for a third party (be sure to adhere to any confidential data agreement covering such information)

Data Storage

The following guidelines apply to storage of the different types of organizational data.

- **Operational:** Operational data should be stored on a server that gets the most frequent backups. Some type of system- or disk-level redundancy is encouraged.
- **Confidential:** Confidential information must be removed from desks, computer screens, and common areas unless it is currently in use. Confidential information should be stored behind a locked door and in a locked computer or cabinet. All computers must automatically lock after 30 minutes.

Data Transmission

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The following guidelines apply to the transmission of the different types of organizational data.

- **Confidential:** Confidential data must not be 1) transmitted outside the organization's network without the use of strong encryption, 2) left on voicemail systems, either inside or outside the organization's network.

Data Destruction

You must follow your records retention policy before destroying data.

- **Confidential:** Confidential data must be destroyed in a manner that makes recovery of the information impossible. The following guidelines apply:
 - Paper/documents: Cross-cut shredding is required.
 - Storage media (CD's, DVD's): Physical destruction is required.
 - Hard drives/systems/mobile storage media: All Hard drives/systems/mobile storage media be cleared in accordance with the description in AS-4.0.

Data Storage

Stored Data includes any data located on organization-owned or organization-provided systems, devices, media, etc. Examples of encryption options for stored data include:

- Whole disk encryption
- Encryption of partitions/files
- Encryption of disk drives
- Encryption of personal storage media/USB drives
- Encryption of backups
- Encryption of data generated by applications

Data while transmitted includes any data sent across the organization network or any data sent to or from an organization-owned or organization-provided system. Types of transmitted data that shall be encrypted include:

- VPN tunnels
- Remote access sessions
- Web applications
- Email and email attachments
- Remote desktop access
- Communications with applications/databases

Information Protection Processes and Procedures

Secure Software Development

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Cybersecurity

Where applicable, all software development activities performed by Umatilla County or by vendors on behalf of the organization shall employ secure coding practices including those outlined below.

A minimum of three software environments for the development of software systems should be available – development, quality assurance, and a production environment. Software developers or programmers are required to develop in the development environment and promote objects into the quality assurance and production environments. The quality assurance environment is used for assurance testing by the end user and the developer. The production environment should be used solely by the end user for production data and applications. Compiling objects and the source code is not allowed in the production environment. The IT Program Manager or an independent peer review will be required for promotion of objects into the production environment.

- All production changes must be approved before being promoted to production.
- All production changes must be developed in the development environment and tested in the quality assurance environment.
- All emergency changes must be adequately documented and approved.

Software code approved for promotion will be uploaded by the Umatilla County IT Department to the production environment from the quality assurance environment once the change request is approved. The Umatilla County IT Department may work with the developer to ensure proper placement of objects into production.

Contingency Planning

The organization's business contingency capability is based upon local and cloud backups of all critical business data. This critical data is defined as data containing PII, operational, or confidential data. Full data backups will be performed on at least a monthly basis. Confirmation that backups were performed successfully will be conducted bi-weekly. Testing of local and cloud backups as well as their restoration capability will be performed on a biannual basis.

During a contingency event, all IT decisions and activities will be coordinated through and under the direction of the Director of Administrative Services or the IT Program Manager.

The following business contingency scenarios have been identified along with the intended responses:

- In the event that one or more of Umatilla County's systems or applications are deemed corrupted or inaccessible, the Director of Administrative Services or the IT Program Manager will work with the respective individuals/vendor(s) to restore data from the most recent cloud or local backup and, if necessary, acquire replacement hardware.
- In the event that the location housing the Umatilla County systems are no longer accessible, the Director of Administrative Services or the IT Program Manager will work with the respective vendor(s) to acquire any necessary replacement hardware and software, implement these at one of the organization's other sites, and restore data from the most recent cloud or local backup.

Network Infrastructure

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Cybersecurity

The organization will protect the corporate electronic communications network from the Internet by utilizing a firewall. For maximum protection, the corporate network devices shall meet the following configuration standards:

- Vendor recommended, and industry standard configurations will be used.
- Changes to firewall and router configuration will be approved by the Director of Administrative Services or the IT Program Manager.
- Both router and firewall passwords must be secured and difficult to guess.
- The default policy for the firewall for handling inbound traffic should be to block all packets and connections unless the traffic type and connections have been specifically permitted.
- Inbound traffic containing ICMP (Internet Control Message Protocol) traffic should not be passed in from the Internet, or from any un-trusted external network.
- All web services must be secured.
- Simple Network Management Protocol (SNMP) Community Strings must be changed from the default "public" and "private".

Network Servers

Servers typically accept connections from several sources, both internal and external. As a general rule, the more sources that connect to a system, the more risk associated with that system, so it is particularly important to secure network servers. The following statements apply to the organization's use of network servers:

- Unnecessary files, services, and ports should be removed or blocked. If possible, follow a server-hardening guide, which is available from the leading operating system manufacturers.
- Network servers, even those meant to accept public connections, must be protected by a firewall or access control list.
- If possible, a standard installation process should be developed for the organization's network servers. A standard process will provide consistency across servers no matter what employee or contractor handles the installation.
- Clocks on network servers should be synchronized with the organization's other networking hardware using NTP or another means. Among other benefits, this will aid in problem resolution and security incident investigation.

Network Segmentation

Network segmentation is used to limit access to data within the Umatilla County network based upon data sensitivity.

All wireless networks are to be physically separated to prevent access to internal secure networks.

Additional network segmentation should be implemented to limit risk to other segments of the internal network if one segment of the network is compromised. Network segments should be

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based upon data sensitivity and security requirements set forth by the Director of Administrative Services or the IT Program Manager.

Under the direction of the Director of Administrative Services or the IT Program Manager, the network administrator manages the network user accounts, monitors firewall logs, and operating system event logs. The Umatilla County IT Department authorizes vendor access to the system components as required for maintenance.

Protective Technology

Email Filtering

A good way to mitigate email related risk is to filter it before it reaches the user so that the user receives only safe, business-related messages. Umatilla County will filter email at the Internet gateway and/or the mail server. This filtering will help reduce spam, viruses, or other messages that may be deemed either contrary to this policy or a potential risk to the organization's IT security.

Additionally, software solutions have been implemented to identify and quarantine emails that are deemed suspicious. This functionality may or may not be used at the discretion of the Director of Administrative Services or the IT Program Manager.

Network Vulnerability Assessments

On at least a monthly basis, Umatilla County will perform network vulnerability assessments. The purpose of these assessments is to establish a comprehensive view of the organization's network as it appears internally and externally. These evaluations will be conducted under the direction of the Director of Administrative Services or the IT Program Manager to identify weaknesses with the network configuration that could allow unauthorized and/or unsuspected access to the organization's data and systems.

As a rule, "penetration testing," which is the active exploitation of organization vulnerabilities, is discouraged. If penetration testing is performed, it must not negatively impact organization systems or data.

Clean Desk

A significant amount of confidential customer information is maintained in paper-based form. All staff members are responsible for ensuring that this information is properly safeguarded and is not improperly disclosed to unapproved third parties. In order to accomplish this, all employees are responsible for:

- (a) Ensuring that paper-based information is appropriately monitored and protected.
- (b) Ensuring that all confidential documents are properly locked-up at the end of each business day. Appropriate methods to secure documents include utilizing locking filing cabinets or desk drawers, etc.
- (c) Maintaining a "clean desk" or working area throughout the day and ensuring there are no confidential documents in open view if absent from their desk for an extended period. This will help to ensure that confidential customer information is not inadvertently disclosed.

Cybersecurity

Computer Usage (Password)

For information on the Umatilla County Password Requirements see [the Password Policy](#).

Appendix C - Password Policy or A.S. 5.0.

Portable Devices

The following Umatilla County provided portable devices are allowed for organization use only:

- (a) Cell phones
- (b) Laptops
- (c) Tablets
- (d) Digital cameras
- (e) Any type of USB memory device or USB mass storage device

Employees should have no expectation of privacy for any information they store, send, receive, or access via the organization's network. Content monitoring of email by management may occur without prior notice. All other monitoring, including but not limited to, internet activity, email volume or size, and other forms of electronic data exchange may occur without prior notice by management.

Monitoring may occur without prior notice of a suspected violation, either in part or in whole, of the Acceptable Use Policy or the Umatilla County Cybersecurity Policy is detected or reported.

Employees must report to the Umatilla County IT Department, help@umatillacounty.gov or 541-278-6332 or internally at x4877 when they learn of a suspected breach of information or have lost a laptop, telephone, or USB memory with Umatilla County information.

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

418.5.3 DETECT (DE)

Definition: Develop and implement appropriate activities to identify the occurrence of a cybersecurity event.

Anomalies and Events

The following logging activities are conducted by IT:

- Domain Controllers - Active Directory event logs will be configured to log the following security events: account creation, escalation of privileges, and login failures.
- Application Servers - Logs from application servers (e.g., web, email, database servers) will be configured to log the following events: errors, faults, and login failures.
- Network Devices - Logs from network devices (e.g., firewalls, network switches, routers) will be configured to log the following events: errors, faults, and login failures.

Passwords should not be contained in logs.

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Logs of the above events will be reviewed by IT at least once per month. Event logs will be configured to maintain record of the above events for three months.

Security Continuous Monitoring

Anti-Malware Tools

All organization servers and workstations will utilize an endpoint agent to protect systems from malware and viruses. Real-time scanning will be enabled on all systems and weekly malware scans will be performed. A monthly review of any results from the endpoint agent dashboard will be conducted by the Director of Administrative Services or the IT Program Manager to confirm the status of virus definition updates and scans.

Umatilla County utilizes an MDM system to protect mobile devices from malware and viruses.

Patch management

All software updates and patches will be distributed to all Umatilla County system as follows:

- Workstations will be configured to install software updates every week automatically.
- Server software updates will be manually installed at least monthly.
- Any exceptions shall be documented.

418.5.4 RESPOND (RS)

Definition: Develop and implement appropriate activities to take action regarding a detected cybersecurity incident.

Response Planning

The organization's annual security awareness training shall include direction and guidance for the types of security incidents users could encounter, what actions to take when an incident is suspected, and who is responsible for responding to an incident. A security incident, as it relates to the Umatilla County 's information assets, can be defined as either an Electronic or Physical Incident.

The Director of Administrative Services or the IT Program Manager is responsible for coordinating all activities during a significant incident, including notification and communication activities. They are also responsible for the chain of escalation and deciding if/when outside agencies, such as law enforcement, need to be contacted.

Electronic Incidents

This type of incident can range from an attacker or user accessing the network for unauthorized/malicious purposes to a virus outbreak or a suspected Trojan or malware infection. When an electronic incident is suspected, the steps below should be taken in order.

1. Remove the compromised device from the network by unplugging or disabling network connection. Do not power down the machine.

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2. Report the incident to the Director of Administrative Services or the IT Program Manager.
3. Contact the third-party service provider (and/or computer forensic specialist) as needed.
 - **The remaining steps should be conducted with the assistance of the third-party IT service provider and/or computer forensics specialist.**
4. Disable the compromised account(s) as appropriate.
5. Certify that the network the computer was connected to is clean.
6. Backup all data and logs on the machine, or copy/image the machine to another system.
7. Determine exactly what happened and the scope of the incident.
8. Determine how the attacker gained access and disable it.
9. Rebuild the system, including a complete operating system reinstall.
10. Restore any needed data from the last known good backup and put the system back online.
11. Take actions, as possible, to ensure that the vulnerability will not reappear.
12. Conduct a post-incident evaluation. What can be learned? What could be done differently?

Physical Incidents

A physical IT security incident involves the loss or theft of a laptop, mobile device, PDA/ Smartphone, portable storage device, or other digital apparatus that may contain organization information. All instances of a suspected physical security incident should be reported immediately to the Director of Administrative Services or the IT Program Manager.

Notification

If an electronic or physical security incident is suspected of having resulted in the loss of third-party/customer data, notification of the public or affected entities should occur.

1. County's liability insurance Agent of Record
2. Inform legal counsel
3. Board of Commissioners
4. Complete this form if the breach involves more than 250 records. <https://justice.oregon.gov/consumer/DataBreach/Home/Submit>

418.5.5 RECOVER (RC)

Recovery processes and procedures are executed and maintained to ensure timely restoration of systems and/or assets affected by cybersecurity events.

The Director of Administrative Services or the IT Program Manager is responsible for managing and directing activities during an incident, including the recovery steps.

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Recovery planning and processes are improved by incorporating lessons learned into future activities.

Restoration activities are coordinated with internal and external parties, such as coordinating centers, Internet service providers, owners of the affected systems, victims, and vendors.

External communications should only be handled by designated individuals at the direction of the Director of Administrative Services or the IT Program Manager. Recovery activities are communicated to internal stakeholders, executives, and management teams.

Public Safety Video Surveillance System

419.1 PURPOSE AND SCOPE

This policy provides guidance for the placement and monitoring of county public safety video surveillance, as well as the storage and release of the captured images.

419.2 POLICY

The County operates a public safety video surveillance system to enhance public safety and security in public areas. Cameras may be placed in strategic locations to help safeguard against potential threats to the public, to help manage emergency response situations during natural and man-made disasters, and to assist county officials in providing services to the community.

Video surveillance in public areas will be conducted in a legal and ethical manner while recognizing and protecting constitutional standards of privacy.

419.3 OPERATIONAL GUIDELINES

Only county-approved video surveillance equipment shall be utilized. Employees authorized to monitor video surveillance equipment should only monitor public areas and public activities where no reasonable expectation of privacy exists. The Board of Commissioners or the authorized designee shall approve all proposed locations for the use of video surveillance technology and should consult with and be guided by legal counsel as necessary in making such determinations.

419.3.1 PLACEMENT AND MONITORING

Cameras shall only record video images and not sound. The public safety video surveillance system may be useful for the following purposes:

- (a) To prevent, deter, and identify criminal activity.
- (b) To respond to critical incidents.
- (c) To augment resources in a cost-effective manner.
- (d) To monitor pedestrian and vehicle traffic activity.

Images from each camera should be recorded in a manner consistent with the underlying purpose of the particular camera. When activity warranting further investigation is reported or detected at any camera location, the available information should be preserved and the appropriate department should be notified in a timely manner.

The Board of Commissioners or the authorized designee may authorize video feeds from the public safety video surveillance system to be forwarded to a specified location for monitoring by law enforcement, government agencies, road or traffic crews, or fire or emergency operations personnel.

Unauthorized recording, viewing, reproduction, dissemination, or retention of anything documented by public safety surveillance equipment is prohibited.

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Public Safety Video Surveillance System

419.4 VIDEO SUPERVISION

Supervisors should monitor video surveillance access and usage to ensure employees follow county policy and applicable laws. Supervisors should ensure such use and access is appropriately documented.

419.4.1 PROHIBITED ACTIVITY

Public safety video surveillance systems will not intentionally be used to invade the privacy of individuals or observe areas where a reasonable expectation of privacy exists.

Public safety video surveillance equipment shall not be used in an unequal or discriminatory manner and shall not target individuals or groups based solely on actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability.

Video surveillance equipment shall not be used to harass, intimidate, or discriminate against any individual or group.

419.5 STORAGE AND RETENTION OF MEDIA

All downloaded media shall be stored in a secure area with access restricted to authorized persons. All actions taken with respect to preservation or retention of media shall be appropriately documented.

The type of video surveillance technology employed and the manner in which recordings are used and stored will affect retention periods. The recordings should be stored and retained in accordance with this policy and the established records retention schedule.

419.5.1 EVIDENTIARY INTEGRITY

Any recording that has been identified as evidence, or that could be relevant to pending or reasonably anticipated investigations or legal action, shall be preserved in a manner that retains its original content.

419.6 RELEASE OF VIDEO IMAGES

All recorded video images gathered by the public safety video surveillance equipment are for the official use of the County.

Requests for recorded video images from the public or the media shall be processed in the same manner as requests for public records.

Requests for recorded images from other government entities shall be referred to County Counsel.

Recorded video images that are the subject of a court order or subpoena shall be processed in accordance with the established county subpoena process.

419.7 VIDEO SURVEILLANCE AUDIT

Administrative Services will conduct a review of the public safety video surveillance system as needed. The review should include an analysis of the cost, benefit, and effectiveness of the system, including any public safety issues that were effectively addressed and any systemic

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Public Safety Video Surveillance System

operational or administrative issues that were identified, including those related to training, discipline, or policy.

The results of each review shall be appropriately documented and maintained by Administrative Services. Any recommendations for training or policy should be promptly addressed.

Safety Data Sheet (SDS) Management

420.1 PURPOSE AND SCOPE

To assign responsibility for maintaining Safety Data Sheets (SDSs) for all hazardous chemicals, ensuring compliance with OSHA standards and protecting employee safety.

This policy applies to all Umatilla departments.

420.1.1 OBJECTIVE

To ensure usage and compliance with the Material Safety Datasheet System requirements.

420.2 POLICY

1. Primary Responsibility

- The **Department Head** is ultimately responsible for ensuring their department maintains a complete and current SDS collection.
- Each Department Head must designate, in writing, a primary **SDS Coordinator** to manage the program on a day-to-day basis.

2. Key Responsibilities

- **Department Head:**
 - Appoints the department's SDS Coordinator.
 - Ensures the Coordinator has the necessary resources and support.
- **SDS Coordinator:**
 - Obtains an SDS for every hazardous chemical before it is used.
 - Maintains the collection of SDSs, either in a central binder or an accessible digital format.
 - Conducts an annual review of chemicals and their corresponding SDSs.
- **All Employees:**
 - Know the location of the department's SDSs.
 - Review the SDS before using a chemical.
 - Immediately report missing SDSs to the Coordinator.

3. Accessibility

- SDSs must be readily accessible to all employees during all work shifts without restriction.

Procedures for Power Failure for County Offices

421.1 PURPOSE AND SCOPE

This policy is to direct the procedures for employees in the event of a power outage in County buildings. Administrative Services shall brief the Board of Commissioners and provide information for making proper decisions.

421.2 POLICY

The Department of Administrative Services shall maintain emergency contact information for various agencies and work with any emergency personnel who may be required to respond.

421.3 PROCEDURES

In the event of a power failure, stay calm. You may hear alarms or sirens throughout the building. Don't panic.

(a) Computers

1. You may hear beeping noises in your office. The beeping is normal; it is your battery backup for your computer telling you there is a power outage. If the power stays off for more than 30 seconds and your PC is on a back up battery system, please save your work and shut down your PC and monitor. Once you have shut down your computer, you can push the power button on your battery back up to silence the beeping.
2. If the power has been off more than five minutes, the Information Technology Division will shut down all servers.

(b) Phones

1. Your desktop phone may flash red and green lights and the display may go blank. Please do not reset your phone. The phone system will only be able to operate for 15 to 30 minutes before the battery back up will shutdown. Please do not try to make any further calls.

(c) Exiting

1. If the power is still off after a few minutes, you should move to a well lit area in your office or within your building and await instructions. Proceed with caution, especially in those areas with limited lighting. Most areas have emergency lighting. If you have a flash light, please help others in your office move to a lit area.
2. Once 5 minutes has transpired, everyone should evacuate their offices and congregate in the main lobby of your building and await instructions. Security officers will do a sweep of the building. Administrative Services will report on the circumstances of the power outage and give a status report.
3. All Emergency Lighting will be checked by Administrative Services staff.

(d) Closure

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Procedures for Power Failure for County Offices

1. The Board of Commissioners will make a decision for closure based on the following if the affected building does not have an alternative sources of power:
 - (a) If the power will be restored within an hour and it is after 11 :00 a.m. the affected building will be closed until 1 :00 p.m. Staff will be allowed to leave early for lunch and are to return at 1 :00 p.m., even if their regularly scheduled lunch period is at 1 :00 p.m. Up to one hour of administrative time may be used.
 - (b) If the estimated time is an hour or less and it is between the hours of 8:00 a.m and 11 :00 a.m. or 1 :00 p.m. and 4:00 p.m., staff will be allowed to wait in the lobby or take a break, but must return by the announced time to return to work
 - (c) If the estimated time for the power to be restored is after 5:00 p.m., the affected building will be closed for the day. Staff will be allowed to take administrative time and leave.
 - (d) If the estimated time for power restoration is over two hours, the Commissioners will make a decision as to whether to close for the rest of the day.
 - (e) If there is no estimated time for restoration and the power has been off for more than 30 minutes and option (1) does not apply, the affected building will close for an hour. Staff will return to work in one hour. If there is still no estimate of power restoration, the affected building will close for the remainder of the day.
 - (f) In the event of extreme weather conditions or other major circumstances that compromise the safety and well being of the staff and public the decision to close may be made at anytime.
 - (g) The above procedures may be overridden by the highest available board member if needed.
 - (h) In the event that no board members are reachable the decision process will be conducted by the County Counsel or Human Resources Director.
- (e) Status Reports and Staff Notification
 1. Updates and decisions to close offices will be reported to Human Resources who will notify Department Directors and/or staff of the outage status and Commissioner decisions.
 - (a) The media shall be notified of any extended closure by Administrative Department staff and/or the Board of Commissioners Executive Secretary. See media sheet for those to notify.

Building Improvement

422.1 PURPOSE AND SCOPE

The purpose of this policy is to regulate and standardize the process for remodeling/improving/altering existing county facilities. The policy will include a yearly project submission period and approval by the Board of County Commissioners for the next fiscal year.

422.2 POLICY

- Requirement
 - All county departments must submit a Building Improvement Application for each anticipated building improvement project for the upcoming fiscal year. County departments are not authorized to contact, order, or solicit services or materials from contractors or retailers for building improvement projects in lieu of this process.
 - All completed applications for building improvement projects to be considered must be submitted to the Administrative Services' Facilities Division no later than September 30 for the upcoming fiscal year.
- Prioritization
 - Each request must be prioritized. All building improvement projects must be placed in a single, department-wide priority list that is submitted by the deadline.
- Definition
 - Building improvement projects are maintenance requests that remodel, improve, repair, or alter the space of a county department or facility in a way that adds value beyond that of regular incidental repairs, upkeep, or maintenance.
- Examples:
 - Building Improvement Project: Adding/removing a wall or door, remodeling, flooring, electrical wiring, repainting, pouring concrete, lighting upgrades, storage, external buildings, etc.
 - Regular Maintenance: Replacing a light bulb, fixing leaky plumbing, assembling/moving office furniture, mounting wall items, securing bookcases, replacing air filters, etc.
- Out-of-Cycle Need
 - In the event of unforeseen circumstances, a county department can apply for the completion of a building improvement project after the deadline. The county department is required to submit a Building Improvement Application and amended priority list to the Administrative Services' Facilities Division for review of the Board of County Commissioners. Upon review, the Board of County Commissioners shall determine if the building improvement project should be completed in an expedited manner or can wait until the next review of Building Improvement Applications.

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Building Improvement

422.3 APPROVAL

All submitted applications are subject to review by the Administrative Services Department, Executive Team, and Board of County Commissioners. Approval of all submitted Building Improvement Applications is solely at the discretion of the Board of County Commissioners.

Submission of an application does not guarantee approval.

422.4 CONTACT

All submitted applications are subject to review by the Administrative Services Department, Executive Team, and Board of County Commissioners. Approval of all submitted Building Improvement Applications is solely at the discretion of the Board of County Commissioners. Submission of an application does not guarantee approval.

422.5 FORMS

[See attachment: Policy 422 attachment - Building Improvement Application Form.pdf](#)

Chapter 5 - Fiscal Policies

Required Authorizations for Expenditure of Public Funds

500.1 PURPOSE AND SCOPE

500.2 POLICY

Department Heads, Administrators and Program Managers are required to obtain authorization prior to making the following expenditures:

- Board of Commissioners approve:
 - Expenditures of \$5,000.00 or more;
 - All expenditures of any amount for which no appropriation authority has been adopted in the current annual County budget.
- Finance Director, or if unavailable, then Liaison Commissioner
 - Expenditures of \$3,000 to \$5,000 except those designated as routine.
- Appropriated expenditures less than \$3,000.00 are not subject to further authorization.

500.3 DISCUSSION

General authority to make expenditures is conferred on Department Heads, Administrators and Program Managers through the County Budget adopted annually by the Board of Commissioners. Adoption of the annual budget follows Local Budget Law (ORS 294.305-565). By Order, the Board of Commissioners annually adopts a budget, levies taxes and makes appropriations. Appropriations are broadly classified in the categories of Personal Services, Materials and Services, and Capital Outlay.

The Board of Commissioners finds that it is necessary to define and clarify conditions under which additional approval must be obtained before making expenditures of public funds. In particular, there is a need to distinguish between general appropriation authority and the authority to make expenditures

Appropriation means the authority to expend funds as identified in and limited by the amounts adopted in the annual County budget. Local Budget Law recognizes the appropriations categories of Personal Services, Materials and Services, and Capital Outlay. Individual appropriations may include one or several types of expense of similar nature. Generally, Personal Services include labor (compensation, payroll taxes, and employee benefits), Materials and Services includes operation, maintenance and overhead expenses of delivering County services, and Capital Outlay includes purchases of assets (property, plant, and equipment).

Expenditure means the decision or commitment to purchase a particular good or service that is to be paid with public funds. Expenditures may normally be accounted for within budgeted "line item accounts" that identify the object of the expenditure. One or several "line item accounts" may be included in a single appropriation.

Required Authorizations for Contracting

501.1 PURPOSE AND SCOPE

To establish a process for execution of contracts.

501.2 POLICY

All employees are required to obtain authorization, by obtaining approval and signature from the Board of Commissioners, prior to the county entering into any contracts.

501.3 DISCUSSION

The Board of Commissioners finds that it is necessary to define and clarify conditions under which approval must be obtained before the county enters into any contract, including for the making of expenditures of public funds.

Contracts for the purchase of goods or services legally obligate the County for the costs incurred. The power to obligate the County to terms of a contract, including a purchase commitment, is reserved to the Board of Commissioners. Contracts for purchase of goods or services must receive approval by the Board of Commissioners.

At its discretion, the Board of Commissioners may delegate to Department Heads, Administrators or Program Managers, the authority to make contractual purchases. This delegation must be made by written Order of the Board of Commissioners.

Any routine, or annually renewable, service or purchase contracts associated with the conduct of regular operations, such as equipment maintenance contracts, intergovernmental services agreements, still require Board authority and signature.

Certain contractual relationships may be standardized by the use of a contract form that can be replicated and applied to a class of activities. Even if a standardized contract, prior authority and signature of the Board must be obtained. The written form of contract or agreement intended to be used shall be submitted for legal review and approval by County Counsel.

Contracts or agreements referred to as "standard form" refer to contract documents that have been reviewed and approved by County Counsel prior to their execution.

Purchasing and Procurement

502.1 PURPOSE AND SCOPE

This policy provides guidelines for the purchasing and procurement of goods and services for the county.

502.2 POLICY

It is the policy of the county to conduct purchasing and procurement in an efficient and cost-effective manner consistent with federal, state, and local laws, rules, and requirements in order to protect the integrity of the county and maintain public trust.

502.2.1 DEFINITIONS

Definitions related to this policy include:

Goods – Any property purchased by the County, including but not limited to equipment, supplies, materials, and parts.

Procurement – The acquisition of goods or services.

Services – The furnishing of labor by a contractor that includes all work or labor performed for the county on an independent contractor basis, including but not limited to maintenance, construction and personal or professional services.

502.3 PROCUREMENT SERVICES MANAGEMENT RESPONSIBILITIES

The Department of Budget and Finance will oversee purchases and procurement for the County in cooperation with County Counsel. The responsibilities include but are not limited to:

- (a) Establishing rules and procedures for the county's procurement process.
- (b) Establishing procedures for employee use of county payment methods (i.e., purchasing cards, checks).
- (c) Maintaining compliance with federal, state, and local purchasing and procurement laws, rules, and requirements.
- (d) Reviewing proposed purchases to determine the most appropriate method of procurement.
 - 1. If the procurement method selected is one other than competitive bidding, documenting why another method was selected.
- (e) Participating in all purchases made on a competitive bid process.
- (f) Assisting county employees involved with purchasing and procurement of goods or services in following purchasing requirements and rules applicable to the method of procurement.
- (g) Verifying that all contracts have been reviewed by County Counsel and approved by the Board of Commissioners.

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Purchasing and Procurement

502.4 AUDITS

The Budget and Finance Department will ensure that periodic reviews and an annual audit of purchasing and procurement activities are conducted to determine compliance with any applicable federal, state, and local laws, rules, and requirements.

502.5 RECORDS

All records created and submitted during and related to the purchasing and procurement process should be maintained in accordance with the established records retention schedule.

Capital Asset Policy

503.1 PURPOSE AND SCOPE

Capital Outlay is defined as an expenditure for personal property having a cost of \$5,000 or more and a life expectancy greater than one year or any expenditure for real property. The \$5,000 threshold includes the cost of installation, freight or other expenditure necessary to place the acquisition into service.

For purposes of this policy the terms capital outlay and capital asset acquisition have the same meaning.

503.2 POLICY

503.3 CRITERIA FOR CAPITALIZING LAND, NEW CONSTRUCTION, EXTRAORDINARY BUILDING REPAIRS, BETTERMENTS OR IMPROVEMENTS AND REPLACEMENTS

- (a) Capitalize all land acquisitions, regardless of cost. All ancillary costs, such as legal and title fees, surveying fees, appraisal and negotiation fee, site preparation costs and costs related to the demolition of unwanted structures should be included. Depreciation is not calculated for land.
- (b) Capitalize all costs of new construction, including professional fees of architects, attorneys, or appraisers, as well as any other costs necessary to place a building into its intended state of operation. Depreciation is not calculated for construction in progress.
- (c) Capitalize costs of repairs, betterments or improvements that increase future benefits from an existing fixed asset beyond its previously assessed standard of performance if they cost \$25,000 or more. Increased future benefits include an extension in the estimated useful life of the asset, an increase in the capacity of an existing fixed asset, or a substantial improvement in the quality of output or a reduction in previously assessed operating costs. Depreciation is calculated using the County defined useful life (schedule A).
- (d) Capitalize the acquisition of a fixed asset to replace a part of another fixed asset when the cost of the replacement is \$25,000 or more, with the exception of replacement roof coverings (unless the replacement extends the useful life of the building), replacement floor coverings and windows, and costs to convert a building to a different use (where the remodeling does not extend the useful life of the structure itself). Remove the cost and accumulated depreciation of the replaced fixed asset from the accounting records if the amounts are determinable and the replacement is capitalized. Depreciation is calculated using the County defined useful life (schedule A).

[See attachment: Policy 503 attachment - Capital Asset Schedule A.pdf](#)

503.4 CRITERIA FOR CAPITALIZING VEHICLES, FURNITURE AND EQUIPMENT

- (a) All vehicles and equipment with an individual value of \$5,000 or more should be capitalized. In addition to the cost of the item itself, the capitalized cost should include any other normal or necessary costs required to place the asset in its intended state

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Capital Asset Policy

of operation, such as transportation charges, installation costs and any extended maintenance or warranty contracts purchased at the same time as the fixed asset.

1. Examples:

- (a) Purchase of twelve computers at \$500 each is not a capital expenditure. Although the total cost of \$6,000 exceeds the \$5,000 threshold, the cost of a single unit does not exceed the threshold.
- (b) Purchase of a networking rack at a cost of \$3,500 with contracted installation cost of \$1,500 is a capital outlay expenditure. The total cost to bring the acquisition into service is \$5,000 and the asset will have a life expectancy greater than one year.

(b) Characteristics which distinguish a fixed asset from an expendable supply:

- 1. The item has an anticipated useful life of one or more years.
- 2. The item retains its' original shape and appearance with use.
- 3. It is non-expendable, that is, if the article is damaged or some of its parts are lost or worn out, it is more feasible to repair it than to replace it with an entirely new unit.
- 4. It does not lose its identity through incorporation into a different unit.

503.5 DEPRECIATION GUIDELINES

- (a) The County refers to Schedule A, County Defined Useful Life, for guidance in selecting the economic useful life of an asset.
- (b) The straight-line method of depreciation will be used to calculate depreciation expense.
- (c) During the year of acquisition, depreciation will be calculated based on the days in the month the asset is placed into service. For example, an asset purchased on September 15th, will have nine months and fifteen days of depreciation expense taken.

503.6 DISPOSAL GUIDELINES

First, record depreciation expense up to the date of the disposal in order to bring the book value up to date. Eliminate the book value of the asset being disposed.

Record the consideration received (if any).

Record any gain or loss at the time of disposition. This is calculated as the difference between consideration received (usually cash) and the book value of the asset. For example, if the County sold a building with an historical cost of \$200,000 and accumulated depreciation of \$140,000 at the date of disposal, for \$80,000 in cash, the sale would be recorded as follows:

Cash	80,000
Accumulated Depreciation	140,000
Buildings	200,000
Gain on sale of building	20,000

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Capital Asset Policy

503.7 PHYSICAL INVENTORY

At least once every two years, Umatilla County will perform a physical inventory of its assets. The physical inventory will be coordinated by the Budget Office and performed within each county department.

503.8 DEPARTMENTAL FIXED ASSET POLCIES

Fixed Asset policies created or amended within county departments must comply with this policy and must be approved by the Board of Commissioners.

Procedures for Fixed Asset Inventory Recording

504.1 PURPOSE AND SCOPE

The purpose of this policy is to direct employees on inventory reporting.

504.2 POLICY

Capital Outlay acquisitions shall be recorded on the Fixed Asset Inventory at the time of purchase. The Fixed Asset Inventory is controlled and maintained by the Budget Office. All information required for entry on the inventory (Description, make, model, serial number, acquisition value, number of units, location and federal share of asset acquired) shall be provided in writing to the Budget Office for this purpose.

It is the responsibility of the Department Head to report all changes to the Fixed Asset Inventory list that need to be recorded with the Budget Office, i.e. deletions, additions, transfer, etc.

Each department will receive a copy of its current Fixed Asset Inventory list annually. At least once every two years, the County will perform a physical inventory of its fixed assets.

Payroll Cost Allocation

505.1 PURPOSE AND SCOPE

Department: Public Health

505.2 POLICY

All Public Health Division employees will document time expended toward each specific program. On a monthly basis, actual Public Health Division salary and fringe benefit costs will be utilized to allocate actual payroll cost to specific programs.

505.3 DISCUSSION

To meet requirements for federal fiscal audits and pursuant to OMB Circular A-87, a grantee must charge federal awards for actual payroll costs incurred that are supported by the time and effort system applicable to providing Title X Services. To meet this requirement, each Public Health Division employee will document through a time record itemizing the time expended for each special program supported by federal funds.

To insure that the actual cost is appropriately allocated, on a monthly basis, the itemized time records will be used by the Public Health Division to calculate the amount of time expended on each special program supported by federal funds. The actual payroll cost and benefits will be allocated to each special program supported by federal funds after the end of each month. Allocations will be made via journal entry the month following the activity when documentation is available. Any differences between actual amounts and amounts paid will be adjusted and corrected by journal entries through the Finance Department.

Investment Policy and Portfolio Guidelines

506.1 PURPOSE AND SCOPE

The County's investments will be in compliance with all statutes governing the investment of public funds. The primary objectives in managing the County's excess funds are:

- (a) preservation of principal investment
- (b) liquidity to meet cash requirements
- (c) maximizing the rate of return on the portfolio. The County will not assume unreasonable investment risk to obtain investment income.

506.2 POLICY

The ultimate goal is to enhance the economic status of the County while protecting its funds. The Umatilla County Cash Management System is designed to monitor and forecast expenditures and revenues accurately, thus enabling the Umatilla County Custodial Officer to invest funds to the fullest extent possible. The Custodial Officer shall attempt to obtain the highest yield, provided that all investments meet the criteria established for safety and liquidity. All participants in the County's investment process shall act responsibly as custodians of the public trust.

506.3 AUTHORITY

The Umatilla County Chief Financial Officer is the Custodial Officer and County Treasurer, as defined under ORS Chapter 294.

The Chief Financial Officer is responsible for meeting day-to-day liquidity demands and investing all excess cash while adhering to the rules set forth in ORS 294.035 through ORS 294.048, ORS 294.053, ORS 294.125 through ORS 294.155, ORS 294.810, other applicable statutes, and this Investment Policy. Furthermore, investment proposals that implicate Article XI, sections 6 or 9, of the Oregon Constitution, must be analyzed with caution and in dubious cases, such investments will be avoided. Any deviations from this Policy must be approved by the Board of Commissioners.

506.4 INVESTMENT TYPES AUTHORIZED

The Chief Financial Officer, in accordance with ORS 294.035, may invest any sinking fund, bond fund, taxes collected, or surplus of funds in the director's custody in the investments listed on the list of US Government and Agency Securities for Local Government Investment under ORS 294.035 and 294.040 and Liquid Investments Available to Local Governments for Short-Term Fund Investment, prepared by the Oregon State Treasurer pursuant to ORS 294.046.

Only under extremely favorable circumstances will forward commitments exceeding five business days be made.

Umatilla County will specifically avoid any purchase of financial forwards or futures, any leveraged investment purchases, and/or investments not authorized by ORS 294.035.

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506.5 AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The Chief Financial Officer will maintain a list of financial institutions authorized to provide investment services to Umatilla County. The Chief Financial Officer will review this list every July. Any firm is eligible to make an application to Umatilla County and upon due consideration and approval will be added to the list. Additions or deletions to the list will be made at the Chief Financial Officer's discretion. It is required that participating representatives from each authorized financial institution read the County's Investment Policy, acknowledge receipt, and agree to make a reasonable effort to preclude unallowable transactions involving the County's funds. At the request of Umatilla County, the firms performing investment services shall provide its most recent financial statements or Consolidated Report of Condition (call report) for review. Further, there should be in place, proof as to all the necessary credentials and licenses held by employees of the broker/dealers who will have contact with Umatilla County as specified by but not necessarily limited to the National Association of Securities Dealers (NASD), Securities and Exchange Commission (SEC), etc. Securities brokers/dealers not affiliated with a bank shall be required to have an office located in Oregon and be classified as reporting dealers affiliated with the Federal Reserve as primary dealers.

506.6 DIVERSIFICATION

Umatilla County will diversify across security type, maturity, and institution. Other than bond proceeds or other unusual situations, the total of all funds range from \$7,000,000 to \$100,000,000 throughout the fiscal year. As with most Counties, Umatilla County's cash flow is at the lowest point just before property taxes are received and the cash flow is highest just after property taxes have been received. The Chief Financial Officer will attempt to match investment maturities with anticipated cash flow requirements. Maturity limitations shall depend upon whether the funds being invested are considered short-term or long-term funds. All funds shall be considered short-term except those reserved for capital projects i.e. bond proceeds and special assessment prepayments being held for debt retirement. Except for special situations, as directed by the Chief Financial Officer, investments shall be limited to maturities not exceeding 18 months (ORS 294.135). Funds considered long-term (over eighteen months) shall be held to a maximum maturity of three years. Maturities shall be structured to meet anticipated cash needs. For example, investments of capital project funds shall be timed to meet projected contractor payments.

Maturity Scheduling

Under 30 days	10% minimum
Under 90 days	25% minimum
Under 270 days	50% minimum
Under 1 year	85% minimum
Under 18 months	100% minimum

Vendor Scheduling

Investment Pool	100% maximum
U.S. Government	100% maximum

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Commercial Banks	75% maximum
Per Comm'l Bank	25% maximum

Instrument Diversification

U.S. Treasury Obligation	100% maximum
U.S. Government Agency Securities	100% maximum
Bankers' Acceptances	25% maximum
Certificates of Deposit	25% maximum
Repurchase Transactions	25% maximum
Commercial Paper	25% maximum
Corporate Notes	10% maximum

506.7 SAFEKEEPING AND COLLATERALIZATION

Purchased investment securities will be delivered by either Fed book entry; DTC; or physical delivery, and held in third party safekeeping with a designated custodian. The trust department of a bank may be designated as custodian for safekeeping securities purchased from that bank. The purchase and sale of securities will be on a delivery versus payment basis. The custodian shall issue a safekeeping receipt to Umatilla County listing the specific instrument, selling broker/dealer, issuer, coupon, maturity, cusip number, purchase or sale price, transaction date, and other pertinent information. Delivery versus payment will also be required for all repurchase transactions and with the collateral priced and limited in maturity in compliance with ORS 294.035 (3)(k). Repurchase agreement collateral will be limited in maturity to three years and priced according to percentages prescribed by written policy of the Oregon Investment Council or the Oregon Short-Term Fund Board. All repurchase agreements will be priced at 102% of market value and will be fully collateralized by US Government and US Agency securities. No more than 25% of the portfolio may be with any one institution. A master repurchase agreement is required. Demand and time deposit shall be collateralized through the state collateral pool as required by statute for any excess over the amount insured by an agency of the United States government.

506.8 ADOPTION OF POLICY AND REVIEW

This Investment Policy will be formally reviewed and readopted per ORS 294.135(1)(a) by the Finance Director on an annual basis. Any amendments to this policy must be approved by the Board of Commissioners.

The Chief Financial Officer will refer this Investment Policy to the Oregon Short Term Fund Board for review and comment. If a change of personnel occurs this Policy must be reviewed and revised within 30 days and, if deemed necessary, resubmitted to the Oregon Short Term Fund Board for review.

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506.9 INTERNAL CONTROL

The Chief Financial Officer shall maintain a system of written internal controls which shall be reviewed and tested by the County's independent auditor annually or upon any extraordinary event, i.e. turnover of key personnel, the discovery of any inappropriate activity.

506.10 ACCOUNTING METHOD

Umatilla County shall comply with all required legal provisions and Generally Accepted Accounting Principles (GAAP). The accounting principles are those contained in the pronouncements of authoritative bodies including but not necessarily limited to, the American Institute of Certified Public Accountants (AICPA); the Financial Accounting Standards Board (FASB); and the Government Accounting Standards Board (GASB).

506.11 REPORTING REQUIREMENTS

The Chief Financial Officer shall prepare an investment activity report at the request of the Board of Commissioners.

506.12 PERFORMANCE EVALUATION

The performance of Umatilla County portfolio will be measured by the Chief Financial Officer against the performance of the Local Government Investment Pool, using monthly net yield of both portfolios as the yardstick.

506.13 MONITORING AND ADJUSTING THE PORTFOLIO

The Chief Financial Officer will routinely monitor the contents of the portfolio comparing the holdings to the markets, relative values of competing instruments, changes in credit quality, and benchmarks. If there are advantageous transactions, the portfolio may be adjusted accordingly.

506.14 PRUDENCE

The standard of prudence to be applied by the Chief Financial Officer shall be the "prudent investor" rule, which states, "Investments shall be made with the judgement and care under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived."

The Chief Financial Officer acting in compliance with ORS 294.035 through 294.047 and this Investment Policy shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported promptly and appropriate action is taken to control adverse developments.

Purchasing Card Policy

507.1 PURPOSE AND SCOPE

It is the policy of Umatilla County to authorize and use Purchase Cards to facilitate a predefined set of small (under \$1500) routine purchases of budgeted items, subject to subsequent approval, administered by employees who are both accountable and responsible for the related transactions and subject to prudent financial controls. The Chief Financial Officer is the administrator of the county purchase card system.

507.2 POLICY

Under Fiscal Policy 9.0, Umatilla County may utilize Purchase Cards to facilitate a predefined set of small (under \$1500) routine purchases of budgeted items, subject to subsequent approval, administered by employees who are both accountable and responsible for the related transactions subject to prudent financial controls. As provided by the policy, the Chief Financial Officer is the administrator of the county purchase card system.

507.3 OVERALL PROCESS

The Umatilla County Purchasing Card is a purchasing credit card issued by Umpqua Bank. The cards are property of the County and are issued to selected employees to make official purchases. The purchasing card shall be used only to charge official Umatilla County purchases. Monthly billing statements from the purchase card issuer are sent to the Finance Department. The Finance Department reviews the statements and with the exception of purchases that are disputed, reconciles the statements to the transaction logs. All transactions will be authorized by the Department on the transaction log and reviewed by the Chief Financial Officer or designee before payment.

507.4 PURCHASING CARD LIMITS

Limits will be set for each cardholder by the Finance Department. Requests to increase a credit limit must be submitted in writing by a Department Director. These may include: A single transaction purchase limit; Spending limit allowed per day; Spending limit per month.

507.5 RESTRICTED PURCHASES AND BLOCKED MCC'S

The following is a list of restricted purchases and Blocked Merchant Category Codes (MCCs). At the request of the County, categories of merchants can be selected so that some or all of the agency's Purchasing Cards will not work at those establishments.

Examples of Authorized Purchases:

- Items on Pricing Agreements
- Equipment Supplies
- Room Rentals
- Professional Dues

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- Office and Other Supplies
- Event Refreshments
- Subscriptions
- Training Programs
- Operational Supplies
- Conference Registrations & Travel
- Repair and Maintenance
- Books and Videos

Examples of Blocked Purchases:

- Cash Advances
- Tobacco Products
- Controlled Substances
- Adult Entertainment
- Cash Refunds
- Alcoholic Beverages

Examples of Unauthorized Purchases:

- Any Personal Items or Use
- Unsecured Internet Purchases Fixed Assets (items over \$5000)
- Trade Service Contracts Unbudgeted Items
- Purchase Requiring 1099 Form Personal Service Contracts

Exceptions to the above may be granted by the Chief Financial Officer on a limited basis upon a showing of sufficient justification or extenuating circumstances.

507.6 TRANSACTION LOG

The Transaction Log is reconciled against the card issuer's monthly billing statement by the Department Bookkeeper and by the Finance Department. Use of the Transaction Log is a requirement. If an item is returned to the merchant, this should be recorded as a credit on the Transaction Log.

507.7 RECONCILING ACCOUNTS

Each transaction on the Monthly Billing Statement is compared with each transaction and related documents on the Transaction Log by the Department Bookkeeper before submission to Finance Department for payment. Monthly statements may be electronically downloaded by the Department Bookkeeper. If a transaction recorded on the Transaction Log does not appear on the statement, a line is drawn through the transaction and any supporting documentation, such

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as receipts, will be returned to the card holder for submittal on next months transaction log. An annual calendar by the Finance Department will be issued showing the monthly due dates for submission of the Transaction Logs for payment.

507.8 RESOLVING STATEMENT ERRORS OR DISPUTES

Most errors, returns, disputes, or billing discrepancies should be resolved between the cardholder and the merchant directly. All notices of disputed items must be made within 60 days of the cycle in which the item first appears on the cardholder statement. The Department Bookkeeper should contact the Finance Department for assistance if an acceptable resolution is not obtained.

507.9 PAYING THE BILL

The purchasing card is a corporate account. The purchasing card statement will be paid in full each month by the Finance Department after reconciliation with the transaction logs.

507.10 RESPONSIBILITIES

- (a) The Chief Financial Officer will:
 - 1. Provide administrative oversight for successful operation of the Purchase Card program, and is the Finance Purchasing Card Administrator.
 - 2. Ensure that appropriate countywide and departmental procedures are in place and approve all special procedure issues.
 - 3. Annually report to the Board of County Commissioners on the current success of the program, including current countywide and departmental procedures in place.
 - 4. The Chief Financial Officer or designee shall serve as the County's primary liaison with the Card Issuer.
 - 5. Updating purchasing card procedures for Umatilla County.
 - 6. Approving cardholder agreements, purchasing card applications, setting purchasing card limits per cardholder, credit card changes or cancellations.
 - 7. Submitting completed purchasing card applications to and receiving purchasing cards from the Card Issuer.
 - 8. Coordinating the training of purchasing card users within the County or department.
 - 9. Verifying that funds are budgeted for the transactions of those cardholders for whom the Department is responsible.
 - 10. Reviewing and auditing purchasing card data and transactions. If improper charges or procedures are found, the Chief Financial Officer shall direct the responsible official to correct the error and monitor department actions related to misuse.
 - 11. Monitoring departmental and card holder compliance with county rules.
 - 12. Report lost, stolen or fraudulent use of Purchase Cards to credit card vendor.

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- (b) The Department Head/Administrator is responsible for:
 - 1. Establishes processes within the department to support the Purchasing Card Program.
 - 2. Selects the appropriate individuals within the department to receive purchasing cards
 - 3. Reviews cardholder responsibilities with potential cardholders prior to submittal of their applications.
 - 4. Assigns the default account and appropriation codes.
 - 5. Recommends for each cardholder the daily or monthly amount of transactions, any allowed or disallowed MCCs, and any other guidelines as needed.
 - 6. Sets credit limits within the County guidelines for each cardholder (per transaction, daily or monthly basis.)
 - 7. Administer disciplinary action resulting from Purchase Card misuse.
 - 8. Notifying the Chief Financial Officer immediately of lost or stolen cards and ensuring the cardholder has notified the card issuer.
 - 9. Oversees Department Bookkeeper
- (c) The Department Bookkeeper is responsible for:
 - 1. Collects Transaction Logs and related documentation from Cardholders.
 - 2. Reconciles the Monthly Billing Statement to Transaction Log and reallocates default account/appropriation codes to the proper codes before submission to Finance for payment.
 - 3. Attempts to resolve any disputes with the merchant or card issuer that can not be resolved by the cardholder.
 - 4. Monitors cardholder purchases during the month, electronically, to ensure that the purchasing card is being used in accordance with the Purchasing Card Policy and Procedures.
 - 5. Acts as a liaison with the Chief Financial Officer and Department Head/Administrator.
- (d) The Cardholder is responsible for:
 - 1. Treating the Umatilla County purchasing card with the same care as they do with their own personal credit cards. The purchasing card should be maintained in a secured location and the account number should be carefully guarded.
 - 2. Only the individual whose name appears on the face of the card is entitled to use the card. The card shall not be loaned to another individual for any reason.
 - 3. When making purchases in person, the cardholder must sign the charge receipt and retain the customer copy. When making a purchase other than in person, cardholders should give the merchant the account number embossed on their Personal Card and direct the merchant to include any other necessary information on the packing/delivery/service receipt

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4. Obtaining purchase documentation (sales receipt, itemized packing slip, service receipt, etc.) from the merchant for every purchasing card transaction to support the purchase. If someone other than the cardholder receives the shipment or service, the cardholder is still responsible for obtaining the supporting documentation.
5. Transaction log and purchase documentation shall be given to the Department Bookkeeper, who will reconcile the card purchases to the monthly billing statement on a timely basis. Failure to do so will result in loss of card privileges.
6. Working with the merchant to correct any problems, exchange, or credits.
7. Not accepting cash in lieu of a purchasing card credit for returns.
8. Reporting a lost or stolen Personal card to the card issuer immediately. Also notify the Finance Department, Department Head/Administrator, Department Bookkeeper of a lost or stolen card at the first opportunity during business hours.
9. Returning the purchasing card to the Finance Department upon termination or employment, transferring of departments, upon change in employment that no longer requires a purchasing card, or upon request from the Finance Purchasing Card Administrator or Department Head/Administrator.
10. Not misusing the purchasing card. Failure to comply with the Purchase Card Policy and Procedures and other County policies that relate to purchases will result in the revocation of purchasing card privileges. If the purchasing card is used for unlawful or improper purposes, the employee may also be subject to disciplinary action for that misconduct.

507.11 CARDHOLDER LIABILITY

The purchasing card is a corporate liability card. It is the cardholder's responsibility to ensure that the purchasing card is used within the guidelines of the Purchasing Card Program and Procedures and County policy and procedures. Failure to comply with any of the policies and procedures may result in the revocation of purchasing card privileges and further disciplinary measures in accordance with the Personnel Policies and any applicable collective bargaining agreements.

507.12 LOST OR STOLEN CARDS

The purchasing card should be kept secured, just as one would secure personal credit cards. If the purchasing card appears to be lost or stolen, it is the cardholder's responsibility to immediately report this to the card issuer. It is very important that the cardholder notify the card issuer immediately.

The cardholder shall also notify the Chief Financial Officer and Department Head/Administrator at the first opportunity during business hours and then follow up with the card issuer in writing. The missing card will either be blocked or canceled.

If the purchasing card is found after it has been reported lost or stolen, and a new card has been issued, the recovered card must be destroyed by cutting it in half. Both card halves shall be forwarded to the Finance Department for disposal.

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507.13 CANCELING THE PURCHASING CARD

The Department Head/Administrator shall notify the Finance Department immediately if any of the following occurs and depending on the occurrence, shall immediately request that the account be closed.

- (a) Cardholder changes occur, such as the purchasing card is no longer required by the cardholder or the cardholder terminates employment. The purchasing card should be immediately turned into the Finance Department.
- (b) Any of the following reasons, which may also subject the cardholder to disciplinary action:
 - 1. The purchasing card is used for personal or unauthorized purposes;
 - 2. The purchasing card is used to purchase alcoholic beverages or any substance, material, or service which violates policy, law or regulation pertaining to the County;
 - 3. The cardholder allows the card to be used by another individual or another agency;
 - 4. The cardholder purposely parcels a purchase to circumvent their purchasing card limitations;
 - 5. The cardholder fails to provide their department with applicable documentation to reconcile their purchases;
 - 6. The cardholder fails to provide when requested, information about any specific purchase; or
 - 7. The cardholder does not adhere to the Purchasing Card Policies and Procedures.

507.14 REVIEW AND AUDITING OF PURCHASING CARD ACTIVITY

Reviews will be conducted by Umpqua Bank, the Finance Department and the County's independent auditing firm. Audits are required to ensure adherence to the purchasing card's program and procedures.

Travel Reimbursement Policy

508.1 PURPOSE AND SCOPE

The purpose of this policy is to set guidelines for submission and reimbursement of county travel-related expenses. This policy applies to all employees and elected officials who incur travel expenses on behalf of the County.

508.1.1 DEFINITIONS

Definitions related to this policy include:

Travel expenses - Eligible expenses for travel, lodging, meals, and registration fees associated with participation in approved training programs, conventions, seminars, memorials, and other events that relate to an employee's or elected official's responsibilities, training, and/or education, or that serve a direct county purpose.

508.2 POLICY

It is the policy of the County to reimburse employees and elected officials for reasonable and necessary work-related travel expenses.

The Finance Department shall develop and maintain procedures related to this policy. Procedures should include:

- (a) Detailed processes for submitting pre-approvals and travel reimbursement requests.
- (b) Reviewing and maintaining necessary forms and documentation.
- (c) Periodic audits to review compliance with this policy.

When Umatilla County employees are required to travel on County business, authorization for travel allowing reimbursement for expenses incurred shall be as follows:

- Staff: For required work related travel to destinations of 260 miles from work site, and/or requiring overnight lodging; the employee shall obtain prior approval for the trip and mode of travel from the Department Head.
- Department Heads/employees who report directly to the BCC: For required work related travel of 260 miles from work site, and/or requiring overnight lodging; the employee shall obtain prior approval for the trip and mode of travel from the Liaison Commissioner.

508.3 EXPENSE GUIDELINES

508.3.1 TRANSPORTATION

All travel should be by the most cost-effective means possible, considering distance, location, and type. The following forms of travel should be considered:

- (a) County vehicle
 - 1. When using a county vehicle, the fuel, tolls, and reasonable parking expenses (e.g., valet should not be used unless there is no other option) will be reimbursed.

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2. County vehicles shall not be used for personal purposes other than transportation for meals, etc. incidental to the official travel, nor to transport non-employees except for official purposes.
 3. Smoking and consumption or transportation of alcoholic beverages or drugs are prohibited in County vehicles.
 4. County gas credit cards required for business travel are available to all Department/Division Heads through the Finance Department. These credit cards are only to be used for the purchase of fuel for County vehicles or personal vehicles specifically authorized for official travel not otherwise receiving mileage reimbursement. By doing so, the County saves the amount of State and Federal fuel taxes.
- (b) Private vehicle
1. County vehicles should be used whenever possible but in cases where one is not available or employees will be traveling with non-County employees. Employees driving a personal vehicle for County business should check out a fuel card from the Finance Department prior to departure. In cases where this is not possible the County will reimburse mileage at the current IRS mileage rate.
 2. Procedure for use of a County fuel card in a personal vehicle for County business.
 - (a) Employee will begin their trip with a full tank of fuel at their expense.
 - (b) Employee will use that card to fuel during the trip and upon arrival at home.
 3. In no case will the County authorize the use of a fuel card and reimburse mileage for the same travel.
- (c) Rental vehicle, train, and air
1. Full reimbursement may not be approved if advance approval and/or does not purchase the most economical fare.

508.3.2 ACCOMMODATIONS

Lodging should be at or near the event at standard rates. All reasonable efforts to get the best rates possible, including researching whether government rates are available and whether tax-exempt certificates are accepted or assignments of rights to refund are provided. All reasonable steps must be taken to provide or obtain the forms for tax exemption, when applicable, and submit the forms to the County in a timely manner.

508.3.3 MEALS

Employees or elected officials traveling on county business may choose meal cost reimbursement according to the terms and conditions as established by the County.

- (a) When not traveling away from home. When not traveling away from home overnight, meal expenses will be reimbursed only in the following circumstances:
1. Directly Related. The meal is combined with the conduct of County business; County business is actually conducted during the meal period; and there is more

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than a general expectation that some County benefit will be derived from the combined business and meal meeting; or

2. Associated with Business. The meal is associated with the active conduct of County business and is directly before or after a substantial County business discussion or meeting; or
 3. Trade/Professional Meeting. The meal is directly related to and necessary for attending a meeting, conference or convention of a chamber of commerce, business league or a trade/professional association.
 4. Reimbursement requests must be submitted within 30 days of expenditure, and include original detailed receipts, documentation of the business purposes of the meal, and a list of those attending the meal. Gratuities are limited to 15% of allowable purchase items.
- (b) When traveling away from home/overnight. Method of reimbursement is only by per diem. A per diem will be allowed for travel that is both out-of-town and overnight, and for meals not provided by the conference, training, or hotel. Request for Per Diem payment will be incorporated in the Pre-Travel Authorization form, and a copy of the authorization shall be included with the payable requests. [See attachment: Policy 508 attachment - Pre-Travel Authorization and Cost Worksheet.pdf](#)
- (c) Rates will be reviewed in odd numbered years and determined based on an average of the GSA per diem rates for Oregon rounded to the nearest half dollar.

1.	The rate of per diem is as follows	Rate
	Breakfast	\$15.00
	Lunch	\$20.00
	Dinner	\$30.00

2. For a meal to be included in the Per Diem allowance, the following applies:
 - (a) Breakfast - if departing prior to 7:00 a.m., or returning after 8:00 a.m.
 - (b) Lunch - if departing prior to 12:00 noon, or returning after 1 :00 p.m.
 - (c) Dinner - if departing prior to 6:00 p.m., or returning after 7:00 p.m.
 3. Unless otherwise allowed by the Board of Commissioners upon showing of good cause, per diem will be paid after completion of travel and upon review and approval by Department Head and submission of payable.
- (d) Collective Bargaining rate. In the event meal expenses are established at a different rate under a collective bargaining agreement, the agreement shall determine the rate and the method of meal reimbursement.
- (e) Meals provided by conference or training. When meals are provided by the conference or training; the costs (if any) of those meals should be paid for by the County with conference registration fees. In the event this is not possible, an employee can be reimbursed for the cost of the meal with adequate documentation and approval.

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508.3.4 PROHIBITED EXPENSES

Expenses not eligible for reimbursement include but are not limited to:

- (a) Expenses for any non-employee or non-elected official.
- (b) Non-business-related telephone calls.
- (c) Entertainment expenses unless pre-approved by the Board of Commissioners.
- (d) Alcoholic beverages.
- (e) Outside meals if the conference/event lodging reservation includes a meal package.
- (f) Any travel-related expense that is covered by another source.

508.4 APPROVALS

Upon receipt of a request for reimbursement, using the designated County form, the Finance Department will review and process the request as appropriate. If additional information is needed to process the request, the employee should be given an opportunity to provide the information. If a request for reimbursement is denied, the reason for the denial should be provided in writing, and the employee should have an opportunity to respond.

If an employee fails to follow the required processes and obtain appropriate approvals, reimbursement of travel expenses may be denied.

Hand Pay Request

509.1 PURPOSE AND SCOPE

When deemed necessary, departments may request out of cycle payments through the use of a hand pay request.

509.2 POLICY

Payable Deadline

Payables are to be submitted no later than 5:00 PM Thursday for payment the following Thursday. Payables can be submitted at any time during the week, and departments are encouraged to submit payable as early as possible each week. The payable schedule is adjusted for holidays.

Hand Pay Requests

A Hand Pay Request Form is to be completed and attached to the front of the payable. Information to be completed on the form will include the reason for the request, when the payment needs to be made, and the reason for urgency. The form must be signed by the person requesting the hand pay; the Department Director and the CFO. A charge of \$50 will be assessed to the department for each hand pay request.

[See attachment: Policy 509 attachment - Hand Pay Request Form.pdf](#)

Cash Handling

510.1 PURPOSE AND SCOPE

To ensure the proper and secure management of public funds, a comprehensive cash handling policy is essential for Umatilla County. This policy outlines procedures for county departments and employees who receive, process, and deposit public monies, including fees, taxes, and other revenues. Adherence to these guidelines is critical for maintaining fiscal accountability, safeguarding assets, and complying with Oregon law.

510.1.1 CORE PRINCIPLES

The foundation of this cash handling policy rests on the following principles:

- **Security:** All public funds must be handled in a secure manner to prevent loss, theft, or misappropriation.
- **Accountability:** A clear audit trail must be maintained for all cash transactions, from the point of receipt to final deposit.
- **Transparency:** Procedures should be clear and well-documented to ensure all employees understand their responsibilities.
- **Compliance:** All cash handling activities must comply with applicable federal, state, and local laws and regulations, particularly Oregon Revised Statutes Chapter 295 regarding the deposit of public funds.
- **Segregation of Duties:** To the extent possible, the handling of cash should be separated from recording and reconciling functions.

510.2 KEY POLICY PROVISIONS

I. Receipt of Funds

All Umatilla County departments that receive cash, checks, money orders, or other forms of payment must issue a pre-numbered receipt with a duplicate office copy and a deposit copy or utilize a cash register system that generates a unique transaction record for each payment. All checks should be made payable to "Umatilla County." All cash should include calculator tape or cash counter tape to verify cash amount.

II. Endorsement of Checks

All checks must be immediately endorsed, using a Umatilla County endorsement stamp upon receipt with a restrictive endorsement stating "For Deposit Only, Umatilla County" and the name of the receiving department. Endorsement stamps must be obtained through the Finance Department.

III. Secure Storage

All cash and checks must be stored in a secure, locked location, such as a safe or a locked cash drawer, until they can be deposited. Access to these storage locations should be restricted to authorized personnel.

Cash Handling

IV. Daily Reconciliation and Deposit

At the end of each business day, or more frequently if a significant amount of cash is received, all funds must be reconciled to the corresponding receipts or transaction records. A designated and authorized employee must prepare a deposit slip.

As mandated by Oregon Revised Statutes, all public funds must be deposited into a qualified depository designated by the Umatilla County Finance Department. Deposits should be made within one business day of receipt whenever possible.

V. Segregation of Duties

To mitigate the risk of error or fraud, the following duties should be segregated whenever feasible:

- **Receiving and receipting payments:** The employee who accepts payment and issues a receipt.
- **Preparing the deposit:** The employee who reconciles the daily receipts and prepares the bank deposit.
- **Making the deposit:** The employee who physically transports the deposit to the bank.
- **Reconciling bank statements:** An employee who is independent of the cash receipting and depositing process should reconcile the bank statements.

In smaller departments where complete segregation of duties is not possible, a supervisor must review and approve the daily reconciliation and deposit preparation.

VI. Handling of Cash Discrepancies

Any cash shortages or overages must be documented on the daily reconciliation report and reported to the department head and the Umatilla County Treasurer's Office. Significant or recurring discrepancies will be subject to further investigation.

VII. Training

All Umatilla County employees who handle cash as part of their job duties will read and be required to acknowledge receipt of this policy.

VIII. Departmental Procedures

If a department that handles cash needs to develop its own specific procedures, they must be consistent with this county-wide policy. These departmental procedures should be reviewed and approved by the CFO.

By implementing and consistently applying this cash handling policy, Umatilla County will strengthen its internal controls, protect public assets, and maintain the trust of its citizens. The Umatilla County Finance Department will be responsible for overseeing the implementation and ongoing review of this policy.

Petty Cash Management

511.1 PURPOSE AND SCOPE

This policy provides for the establishment and administration of a county petty cash funds.

511.2 POLICY

The County will establish, administer, and maintain a petty cash fund according to this policy.

511.2.1 DEFINITIONS

Definitions related to this policy include:

Custodian - The individual designated by the Department Director as having custody of and responsibility for maintaining the petty cash fund.

Petty cash fund - A reserve of money established to make small purchases when payment by purchase order or voucher is not practical.

511.3 RESPONSIBILITIES

511.3.1 FINANCE DEPARTMENT RESPONSIBILITIES

The Finance Department is responsible for establishing and maintaining procedures for the operation of a petty cash fund consistent with state and local law. The procedures should include but are not limited to:

- (a) Determination/Authorization of a petty cash fund.
- (b) Initial and replenishment fund amounts. The petty cash fund should not exceed the amount established by the County.
- (c) Maximum dollar amount for purchases.
- (d) A sample petty cash voucher for use by employees to request cash from the custodian. The petty cash vouchers should be sequentially numbered and include space for the following information:
 - 1. The date of the disbursement
 - 2. The amount disbursed or reimbursed
 - 3. The budget expense account
 - 4. The vendor name
 - 5. The signature of the employee receiving petty cash
- (e) A petty cash ledger for use by the custodian. The ledger may be maintained electronically or by hand and should require the following information for all transactions:
 - 1. The name of the employee receiving cash
 - 2. The amount disbursed to the employee
 - 3. The reason for the disbursement

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4. The amount of any cash returned
 5. The amount of any cash received to replenish the account
 6. A copy of any purchase receipt
- (f) A requirement that the custodian provide a full accounting and reconciliation of all fund transactions to the Finance Department. The Finance Department should then review and approve replenishment of the petty cash fund.
- (g) Designation of a physical location for the petty cash fund. The fund should be secured in the following manner:
1. A lockbox with a key or combination lock.
 2. The lockbox should then be stored in a safe, securable drawer, cabinet, or locker.
 3. The safe, securable drawer, cabinet, or locker should be in a securable room or office with restricted access.

511.3.2 PETTY CASH CUSTODIAN RESPONSIBILITIES

The custodian's responsibilities should include but are not limited to:

- (a) Maintaining the fund according to this policy, petty cash procedures, and state and local laws.
- (b) Remaining familiar with applicable state and local laws relating to petty cash funds and proposing related updates to procedures as necessary.
- (c) Requesting replenishment funds from the Finance Department when the funds in the account fall below the established replenishment amount or requesting funds needed to bring the fund back to the maximum allowable amount.
- (d) Receiving funds for replenishment only from funds approved and allocated from the county accounts or from returned, unused funds properly issued to employees.
- (e) Maintaining the petty cash ledger according to this policy and the petty cash procedures.
- (f) When someone other than the custodian will be handling the petty cash fund, accounting for all petty cash and vouchers before transferring petty cash responsibilities to the alternate custodian.

Cost Consciousness

512.1 POLICY

The County recognizes that revenue needed for wages, benefits and the general operation of County departments and functions must be approved on an annual basis by the established budget procedures and possibly the vote of the citizens. The County has no intentions of a reduction in wages, benefits or services provided; however, if budgetary limitations exist the County cannot and does not guarantee any level of employment or services not the passage of any budget requests or voter approval.

All County Employees are expected to practice thrift and economy in the discharge of their duties and to recommend to their supervisors work procedures and practices which would result in a cost saving or improved service to the public.

Attachments

**Policy 342 attachment - 3 Request
for Crime Victim Leave.pdf**

EMPLOYEE REQUEST FOR CRIME VICTIM LEAVE

Date of Request: _____

Employee Name: _____

As the result of a personal felony, a family member has suffered (please check all that apply):

_____ Financial harm

_____ Social harm

_____ Psychological harm

_____ Physical harm

_____ Other: _____

Leave is requested to help one or more of the following immediate family members (please check all that apply):

_____ Spouse

_____ Domestic Partner

_____ Father

_____ Mother

_____ Sibling

_____ Child

_____ Stepchild

_____ Grandparent

_____ Other: _____

Supporting Documentation (please check all that apply):

_____ Law enforcement documents: _____

_____ Police report

_____ Restraining order

____ Letter or other attorney document from an attorney, counselor, domestic violence or sexual assault victim service provider, health care professional, clergy, etc.

_____ Other: _____

[Organization] determines the order in which an employee will use available accrued leave.
I request to use one or more of the following leave types, to pay for my lost work time:

_____ Compensation Time (1st)

____ Vacation Leave (2nd)

_____ Sick Leave (3rd)

_____ Other (4th): _____

Other information you may want to share, to help [insert organization name] make a determination regarding your request:

[illegible]

Employee Signature

Date

**Policy 205 attachment -
Emergency Action Plan (EAP).pdf**

EMERGENCY ACTION PLAN (EAP)

Purpose and Scope

The Umatilla County Emergency Action Plan (EAP) establishes procedures to protect employees, residents, and visitors during emergencies affecting county buildings. The plan applies to all county facilities, employees, and contractors.

Emergency Types Covered

- Fire or Explosion
- Medical Emergencies
- Severe Weather (Floods, Snow storms, Wind storms)
- Active Threat/Active Shooter
- Hazardous Material Spills
- Earthquake
-

1. Reporting Emergencies

- Call 911 for any life-threatening emergency.
- Notify the building manager or department head immediately.
- Use the county's internal notification system, Umatilla Alerts, and/or text messages from managers to communicate updates.

Key Contacts:

- Courthouse Security extension 6295 or 541-278-6295
- County Emergency Manager (Sage DeLong) 541-969-0270
- Facilities Management Office: (Marti McQuain) 541-720-8181
- Umatilla County Sheriff's Office 541-966-3651

2. Evacuation Procedures

- Routes and Exits: Clearly marked evacuation routes are posted in each building. All exits must remain clear of obstructions.
- Assembly Areas should be set out of harm's way – not obstructing first responder action.
- Special Assistance: Assist individuals with mobility limitations

3. Roles and Responsibilities

- Incident Commander: Directs all emergency actions and coordinates with first responders. *Role typically assumed by the highest-ranking official on site.*
- Ensure all personnel evacuate safely. Conduct a headcount at assembly areas.
- First Aid Responders: Provide medical assistance until EMS arrives. Ensure first aid kits are stocked and accessible.

4. Notification Systems

- Umatilla Alerts: Used to send emergency alerts to employees via text, email, and phone.
- Department Directors/Managers: Used to send emergency alerts to employees via text, email, and phone
- Alarms: Fire alarms and strobes are installed in all county buildings.

5. Specific Emergency Procedures

A. Fire or Explosion

- Evacuate immediately using the nearest safe exit. - Assemble at designated areas and await instructions.
- Do not use elevators.
- Primary Risks: Fire due to medical equipment, Chemical spills from stored cleaning or medical supplies.
- Emergency Features: Fire extinguishers located in storage areas and hallways, AED near the reception area.
- Special Considerations: Evacuation of individuals with mobility limitations will require designated wardens.

7. Communication Plan

- Internal: Incident updates are sent internally through the county's notification system, Umatilla Alerts, and/or text messages from managers to communicate updates.
- External: County Public Information Officer (PIO) will issue statements on the Sheriff's Facebook page and through local media.

8. Post-incident Review

- Conduct a debrief with employees and first responders.
- Evaluate the effectiveness of the EAP and update as needed.
- Document the incident for future reference.
- Call 911.

A. Medical Emergency

- Call 911 and provide the location and nature of the emergency.
- Administer first aid or CPR if trained and necessary. - Report the incident to your immediate supervisor.

B. Severe Weather

- Monitor weather updates via the county's notification system, Umatilla Alerts.
- For snowstorms: Shelter in place unless directed otherwise.

C. Active Threat

- Run: Evacuate if possible.
- Hide: Lock and barricade doors; silence phones.
- Fight: As a last resort, attempt to incapacitate the attacker.
- Call 911 and follow law enforcement instructions.

D. Hazardous Material Spill

- Isolate the area and deny entry.
- Report on the materials safety data sheets (MSDS)
- Report to facilities manager.
- Call 911 if necessary.
- Follow containment procedures to prevent runoff or exposure.

**Policy 346 attachment - Itemized Pay
Statement Notice Umatilla County.pdf**

Understanding Your Pay Statement

You can expect to receive an itemized pay statement with every payment of wages, commissions, or salary. We are providing the following information to ensure you understand the information on your itemized pay statement. Please reach out to the Human Resources Department at hr@umatillacounty.gov or 541-278-6206 with any questions you may have.

Pay Day: The last day of each month. If the last day falls on a weekend or holiday, payday will be on the last County business day preceding the weekend or holiday.

Workweek Definition for the purpose of Overtime/Compensatory Time Calculation *(if applicable)*:

The established workweek is Sunday 12:00 am through Saturday 11:59 pm.

Overtime/compensatory time shall be defined as hours worked in excess of forty (40) hours per workweek as required by FLSA.

Please review applicable collective bargaining agreements for covered positions.
UCLEA, UCLEA-S, AFSCME Local 3742, Local 3742-4, Local 1393

Possible types of pay may include: [The following are examples of types of pay

(NOTE: Eligibility may not apply to all positions. Please reference applicable collective bargaining unit)]

Regular Pay: Regular Gross Pay / Regular Hours Worked. Employees may be paid by the hour, day, shift, week, or on a salary basis.

Overtime: Pay for hours worked in excess of the regular work week or FLSA period or as otherwise defined in applicable collective bargaining agreement

Bilingual Incentive Pay

FTO Pay - Field Training Officer Premium Pay

Shift Differential Premium Pay

CJIS Representative Premium Pay

TAC Representative Premium Pay

Special Assignment Premium Pay for special deputy assignment Detective, K-9. Crash Reconstruction Expert (CRE) and Drug Recognition Expert (DRE) will receive the premium while performing those duties

UCLEA Sergeant On-Call Premium Pay

Community Corrections Callback Monthly Premium

Personal Protective Equipment Allowance

Certification Pay (DPSST)

Wireless and/or Data Allowance Premium Pay

Possible Benefit Contributions: NOT all positions will receive all contributions.

[The following are examples of all the types of benefit contributions applicable to Umatilla County positions.]

Medicare

Social Security

Paid Leave Oregon

Unemployment

PERS Public Employees Retirement System (PERS/OPSRP Retirement Contribution).

Medical, Dental, Vision Insurance (Employer Contributions)

Life Insurance: Accidental Death and Dismemberment Life Insurance of \$50,000 for all eligible personnel, with employer-paid premium.

Occupational Life: UCLEA General/Sergeant/Sheriff Exempt Employees also receive a \$10,000 Occupational Life Policy, with employer-paid premium.

HRA/VEBA (Health Reimbursement Account): Employer funded monthly contribution is determined by policy and collective bargaining agreement.

LIFE FLIGHT Membership Employer funded yearly membership for all eligible positions

Possible Benefit Deductions: NOT all positions will be subject to every deduction.

[The following are examples of all the types of benefit deductions applicable to Umatilla County positions.]

Federal Tax Withholding

Medicare Withholding

Social Security Withholding

State Tax Withholding

Transit Tax Withholding

Paid Leave Oregon Withholding

Worker Comp Assessment

HEALTH INS, DENTAL INS, VISION INS Deductions for Health, Dental, and Vision Insurance Premiums.

125 Pre-Tax Deduction for Dependent Care

125HCare Pre-Tax Deduction for Reimbursed Health Care

PERS Public Employees Retirement System (PERS/OPSRP Retirement Contributions)

PERS/OPSRP Redirect Election Deductions.

AFLAC After Tax Premium and Pre-Tax Premium

Deferred Compensation Deductions

Union Dues: UCLEA/UCLEA-S, AFSCME Local 3742, 3742-4, 1393

AFSCME Peoples Deduction - Political deduction authorized by employees

UCLEA/UCLEA-S PORAC Dues.

RoundUp Athletic Club Membership - Optional corporate rate deductions

Child Support Garnishment

All Other Garnishment Deductions

Vehicle Commute Deduction.

Vehicle Lease Value Deduction

LifeFlight: Employees may elect to voluntarily purchase an annual membership

**Policy 400 attachment - Controlled
Access Permission Request Form.pdf**

Controlled Access Permission Request Form

Individual needing access: _____

Department requesting permission to have access to: _____

List doors needing access to: _____

Department head of employee needing access: _____

Printed Name

Signature: _____ Date: _____

Department head granting access: _____

Printed Name

Permission granted: (circle one) Yes No

Signature: _____ Date: _____

**Policy 400 attachment - Controlled Access
Fob Acknowledgement of Receipt.pdf**

Controlled Access Fob Acknowledgement of Receipt

Please sign and return this form to Administrative Services for fob activation.

First name	
Last name	
Email	
Department / Agency	
Division	
Fob/Card#	

By signing you signify you have read the Controlled Access Policy and understand that you are responsible for the fob listed above.

Signature

____/____/_____
Date

**Policy 402 attachment - HAD Hardware
Authentication Device Acknowledgement.pdf**

Umatilla County Administrative Service Acknowledgement of Receipt

Please fill out and return to Administrative Services when being issued county equipment.

First name	
Last name	
Email	
Department / Agency	
Division	
HAD #	
FOB #	
KEY(S)	

By signing below, you signify that you have read the **MFA Policy**, **Controlled Access Policy**, and/or the **Key Policy** and understand and are responsible for the items listed above:

HAD:

Signature

____/____/____
Date

FOB:

Signature

____/____/____
Date

KEY(S):

Signature

____/____/____
Date

By signing below, you signify that you are responsible for the following IT equipment:

Signature

____/____/____
Date

**Policy 342 attachment - 5 OPL
Supplement leave request form.pdf**

OREGON PAID LEAVE - SUPPLEMENTAL LEAVE REQUEST

MUST ATTACH YOUR PLO DETERMINATION LETTER TO THIS FORM AND RETURN IT TO HUMAN RESOURCES NO LATER THAN THE 20TH OF THE CURRENT MONTH

NAME: _____

DEPARTMENT: _____

DATE: _____

I hereby request, Umatilla County utilize my available leave to supplement my state authorized PLO as follows
(leave will be utilized in quarter hour increments):

_____ Please utilize all my available leave in accordance with PLO Policy 4.3b.

_____ Please utilize my available leave balances as follows:

- Sick _____/hours
- Vacation _____/hours
- Comp-time _____/hours
- FH/BD _____/hours

_____ I decline utilization of my available leave.

If the combination of PLO and County wages exceeds 100% of my gross wages, I acknowledge the County will make the applicable accrual/pay adjustments to comply with Umatilla County Policy.

Employee Authorization

Date

2026 Oregon-Government-Ethics- Law-Guide-for-Public-Officials.pdf

Oregon Government Ethics Law

Guide for Public Officials (2026)



Oregon Government Ethics Commission

3218 Pringle Rd. SE, Suite 220

Salem, OR 97302-1544

Telephone: 503-378-5105

Fax: 503-373-1456

Web address: www.oregon.gov/ogec

Disclaimer

The Guide for Public Officials (Guide) is a resource developed by Oregon Government Ethics Commission (OGE) staff and approved by the Commission. It includes summaries of statutes and rules, definitions of key terms, and examples. It is not intended to be legal advice.

This Guide covers only the laws within OGE's jurisdiction. Other laws or regulations may apply to the examples described in this Guide. Information on OGE's jurisdiction can be found on [page 17](#), on the Commission's website, or can be obtained by reaching out to OGE staff.

Public officials should not use this Guide as a substitute for reviewing statutes and rules. It is intended to cover common topics and questions OGE hears from public officials and members of the public.

Using This Guide

The Guide is available as a PDF. It can be printed or viewed electronically. For those viewing it electronically, certain terms are hyperlinked. Glossary terms and links to pages within the document are italicized, underlined, and colored blue as shown in this example: [Glossary terms](#). Links to external web pages are underlined and colored blue as shown in this example: [OGE website](#).

If a plain text version is needed as an accommodation or you have any questions on navigating the Guide, please email mail@ogec.oregon.gov.

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Introduction

In 1974, voters approved a statewide ballot measure to create the Oregon Government Ethics Commission (OGE). The measure created laws listed in Chapter 244 of the Oregon Revised Statutes (ORS).

OGE currently has the authority to administer and enforce provisions in three separate areas of the law:

- Government Ethics Law
- Lobby Law
- Public Meetings Law

This Guide focuses on Ethics Law and discusses how certain provisions of Ethics Law apply to [public officials](#). The policy provisions in Ethics Law focus on public trust and clearly state that service as a public official is a public trust and that the Ethics Law serves as one safeguard of that trust.

The Ethics provisions include [conflicts of interest](#), [prohibited use of office](#), [gifts](#), private employment, [nepotism](#), and [statements of economic interest](#). This Guide discusses some common examples that OGE staff often get in either requests for advice or during enforcement proceedings. It also summarizes OGE procedures.

This Guide does not cover all possible restrictions for public officials and does not address every possible aspect of Ethics Law. It is each public official's responsibility to use the resources and training available to make sure they understand Ethics Law.

Each public official may have other laws, rules, policies, procedures, or ordinances that

apply to them based on the [jurisdiction](#) they serve. A public official should seek guidance from their human resources representative, union representative, or legal counsel for questions about what other laws, rules, or policies apply to the position the public official holds.

While the focus of this Guide is on the Ethics Law, it does cover some provisions that may also apply to lobbying activities, specifically when lobbying activity involves paying expenses for meals, lodging, travel, entertainment, or other financial benefits to a legislative or executive official. OGEC publishes a separate guide for lobbyists and their clients/employers. For questions about registering as a lobbyist, lobbying activities, or reporting lobbying expenditures, review the [Guide to Lobbying in Oregon](#).

This Guide does not address Public Meetings Law. The Commission's administrative Rules, OAR 199, clarify provisions of PML. [The Attorney General's Public Records and Meetings Manual](#) (AG Manual) also covers Public Meetings Law in detail.

OGEC's [website](#) has links to statutes, administrative rules, and other publications referenced in this Guide.

Questions or comments can be submitted to OGEC by:

- email at mail@ogec.oregon.gov
- telephone at 503-378-5105
- fax at 503-373-1456

OGEC believes it is important for all public officials to receive training on Ethics Law. Public officials are encouraged to reach out to OGEC staff to take advantage of the free training and resources OGEC provides. For more information on the types of training

offered by OGEC, go to [page 134](#).

Statutes and Administrative Rules Referenced in the Introduction Section

- ORS Chapter 244, Government Ethics Law
- ORS 244.010, regarding Ethics Law policy
- ORS 171.725 to 171.785 and 171.992, Lobbying Regulation
- ORS 192.610 to 192.705, Public Meetings Law
- OAR 199, Division 1, Procedural Rules
- OAR 199, Division 5, Gifts
- OAR 199, Division 8, Compliance and Sanctions
- OAR 199, Division 10, Lobby Registration and Reporting
- OAR 199, Division 20, Statement of Interest
- OAR 199, Division 40, Executive Session
- OAR 199, Division 50, Public Meetings Law

Oregon Government Ethics Commission

In this Guide, the term Oregon Government Ethics Commission (OGE) refers to the agency, while the term Commission refers to the [*governing body*](#).

The Commission

The Commission is made up of 9 Commissioners. No more than three Commissioners with the same political party affiliation may be appointed to serve at the same time.

Commissioners are recommended as follows:

- Senate Democratic leadership recommends two Commissioners.
- Senate Republican leadership recommends two Commissioners.
- House Democratic leadership recommends two Commissioners.
- House Republican leadership recommends two Commissioners.
- The Governor recommends one Commissioner.

After a recommendation is made, the Governor appoints the Commissioners to the governing body of OGE. The Governor is responsible for appointing all Commissioners. Each appointee is then confirmed by a vote of the Senate.

Beginning January 1, 2027, at least one of the nine Commissioners must have experience in local government, per House Bill 4159 (2026).

Commissioners are limited to two four-year terms. An appointee may fill another

Commissioner's unfinished term. If that happens, the Commissioner can be reappointed to another full four-year term. If a Commissioner's term is up, but a replacement has not yet been confirmed by the Senate, that Commissioner may serve until their replacement is confirmed.

The Commissioners select a chairperson and vice chairperson each calendar year by vote.

The Agency

The agency and its staff are led by an executive director. OGE staff is made up of 14 people divided into three teams: administrative, training, and investigatory. Agency staff provide training, written opinions, and advice, both written and over the phone. They conduct investigations when OGE receives complaints regarding public officials. They also provide assistance with filing reports (for Statements of Economic Interest and for lobbying).

The Oregon Department of Justice provides legal counsel for the Commission and the agency.

Statutes and Administrative Rules Referenced in the Oregon Government Ethics Commission Section

- ORS 244.250(1)-(3), relating to the appointment and term of Commissioners
- ORS 244.250(7), relating to the Attorney General as legal counsel
- ORS 244.310, relating to the appointment of the executive director

- House Bill 4159 (2026), relating to the local government experience requirement
- OAR 199-001-0010, relating to Commission meetings and procedures

Jurisdiction

The jurisdiction of OGEC is limited to provisions in Ethics Law, Lobby Law and Public Meetings Law.

OGEC's jurisdiction does not include:

- Campaign finance and campaign activities – The Elections Division of the Secretary of State's Office handles those issues.
- Criminal activity – Criminal activity is handled by Federal, State, or local law enforcement.
- Employment-related sexual harassment or discrimination on the basis of race, religion, disability, or gender – Those cases are investigated by the Oregon Bureau of Labor and Industries.
- Public Records Law – The initial enforcement is handled by county District Attorneys or the Department of Justice, depending on the public body.
- Tribal Law – As sovereign nations, each tribe has laws, codes, and judicial systems that govern their members and territories. Questions should be referred to the applicable tribe.

A public official may do something viewed as unethical, but it may not violate Ethics Law. The following are examples of conduct that OGEC may not be able to address:

- Making promises or claims that are not fulfilled
- Mismanaging or exercising poor judgment when managing public money
- Bullying or being rude
- Blocking members of the public from their social media accounts
- Taking retaliatory actions
- Taking actions when they are not acting in their official capacity
- Engaging in abuses of power

While Ethics Law and other laws administered by OGEC may not cover the behavior above, the Oregon Constitution, and other statutes, administrative rules, or policies may address the public official's behavior.

Statutes and Rules Referenced in the Jurisdiction Section

- ORS Chapter 244, Government Ethics Law
- ORS 171.725 to 171.785 and 171.992, Lobbying Regulation
- ORS 192.610 to 192.705, Public Meetings Law

- OAR 199, Division 1, Procedural Rules
- OAR 199, Division 5, Gifts
- OAR 199, Division 8, Compliance and Sanctions
- OAR 199, Division 10, Lobby Registration and Reporting
- OAR 199, Division 20, Statement of Interest
- OAR 199, Division 40, Executive Session
- OAR 199, Division 50, Public Meetings Law

Public Officials

The first step in understanding Ethics Law is to understand who the law applies to - individual public officials and certain people and [businesses](#) connected to public officials. Ethics Law does not apply to state and local public bodies or government agencies.

There are approximately 260,000 public officials in Oregon. They include:

- The First Partner
- Any person serving:
 - The State of Oregon
 - Any State of Oregon [political subdivision](#)
 - Any [public body](#) outlined in ORS 172.109
 - As an [agent](#) of the State of Oregon or its political subdivisions or any public body

Political subdivisions refer to units of government created by and under the authority of the Oregon Constitution and state law. Political subdivisions can include:

- Counties
- Cities

- School Districts
- Special Districts, such as water districts, road districts, and cemetery districts

An *agent* is an individual performing governmental functions. Governmental functions are services provided on behalf of the government rather than services provided to the government. States, counties, cities, special districts, or intergovernmental agencies may have *agents* that include private companies or nonprofits.

The following are examples of public officials, whether they are paid or not:

- The spouse or domestic partner of the Governor
- A person elected or appointed to an office or position with a state, county, regional, city government, special district, or intergovernmental agency
- An employee of a state, county, regional, city government, special district, or intergovernmental agency
- An unpaid volunteer for a state, county, regional, city government, special district, or intergovernmental agency

Statutes and Administrative Rules Referenced in the Public Officials Section

- ORS 174.109, definition of “public body” as used in the definition of “public official”
- ORS 244.020(15), definition of “public official”

- OAR 199-008-0005(7), definition of “agent”

Definitions

The cornerstone of Ethics Law is to safeguard the public trust that public officials have with the public and their constituents. Ethics Laws prohibit public officials from using, or trying to use, their official positions to obtain a [*financial benefit*](#) for any of the following:

- Themselves
- Their [*relatives*](#)
- Members of their household
- Businesses with which they, their relatives, or the members of their household are associated

It is important to understand who is a relative, who is a member of a public official's household, and what is a business with which a person is associated, as these terms are used in Ethics Law.

Relative

In everyday conversation, the word relative describes many kinds of family ties. This casual definition of relative is broader than the legal definition used in Ethics Law. When Ethics Law refers to a relative, it means one of the following:

- The spouse, parent, stepparent, child, sibling, stepsibling, son-in-law, or daughter-in-law of a public official or candidate

- The parent, stepparent, child, sibling, stepsibling, son-in-law, or daughter-in-law of the spouse of a public official or candidate
- Any person that the public official or candidate is legally obligated to support
- Any person who receives benefits from the public official's public employment
- Any person who provides benefits from their own employment to the public official or candidate

Examples of the benefits mentioned in the last two bullet points may include, but are not limited to, items in an [official compensation package](#), health or other insurance benefits, tuition, and retirement benefits. For more information on what an official compensation package is and what can be included in it, go to [page 66](#).

Member of the Household

A [member of the household or household member](#) is defined as any person who lives in the same home with the public official or a candidate. This could include relatives, other family members, friends, or roommates. A member of the household would include tenants who live in the same unit as the public official.

A member of the household does not include individuals who live on the same property, but who reside in a separate dwelling, such as alternative dwelling units (ADUs), separate apartment units, and residences with their own entrances and addresses.

Whether or not the person pays rent does not matter for purposes of whether an individual is considered a member of the household.

There are provisions in Ethics Law that:

- Prohibit a public official from using or trying to use their position or office to benefit a relative or household member ([page 62](#))
- Limit the value of financial benefits their relatives or household members can accept ([page 94](#))
- Require the public official to reveal any conflicts of interest when a relative or household member may receive a financial benefit ([page 35](#))
- Restrict a public official from employing or supervising their relative or household member ([page 114](#))

A Business With Which a Person is Associated

A business is a corporation, partnership, organization, self-employed individual, or any legal entity formed to produce economic gain.

The definition of business does not include:

- Income-producing not-for-profit corporations that are tax exempt under section 501(c) of the Internal Revenue Code, provided that the public official, a relative, or a household member is associated with the not-for-profit corporation in one of the following ways:
 - a general member

- a member of its board of directors
- a volunteer or someone serving in an unpaid position
- Governmental entities, such as a state, county, regional, city government, special district, or intergovernmental agency

Once a public official determines whether an entity meets the definition of a business, they must then determine if it is a [business with which the person is associated](#). It is a business with which they are associated if the business is:

- A private business or closely held corporation and:
 - the public official, relative, or household member is a director, officer, owner, employee, or agent of the business; or
 - the public official, a relative, or household member owns or has owned stock, another form of equity interest, stock options, or debt instruments worth \$1,000 or more at any point in the preceding calendar year.
- A publicly held corporation and:
 - the public official, relative, or household member is a director or officer of the corporation; or
 - the public official, relative, or household member owns or has owned stock, another form of equity interest, stock options, or debt instruments worth \$100,000 or more at any point in the preceding calendar year.

- For a public official required to file a statement of economic interest (SEI) under ORS 244.050, any business listed as a source of [income](#) on their SEI. For more information on Statements of Economic Interest and which public officials are required to file one, go to [page 127](#).

There are provisions in Ethics Law that:

- Prohibit a public official from using or trying to use their position or office to benefit a business that the public official, or a relative or household member, is associated with ([page 62](#))
- Require a public official to reveal any conflicts of interest when a business that the public official, or a relative or household member, is associated with may receive a financial benefit ([page 35](#))

Statutes and Administrative Rules Referenced in the Definitions Section

- ORS 244.010, relating to Ethics Law policy
- ORS 244.020(2), definition of “business”
- ORS 244.020(3), definition of “business with which the person is associated”
- ORS 244.020(11), definition of “member of the household”
- ORS 244.020(15), definition of “public official”
- ORS 244.020(16), definition of “relative”

- ORS 244.025, relating to gifts
- ORS 244.040, relating to prohibited uses of office
- ORS 244.042, relating to honoraria
- ORS 244.050, relating to people required to file a statement of economic interest
- ORS 244.060(3), relating to statement of economic interest, sources of income
- ORS 244.120, relating to conflicts of interest
- OAR 199-008-0005(2), definition of “official duties”
- OAR 199-008-0005(3), definition of “official compensation package”



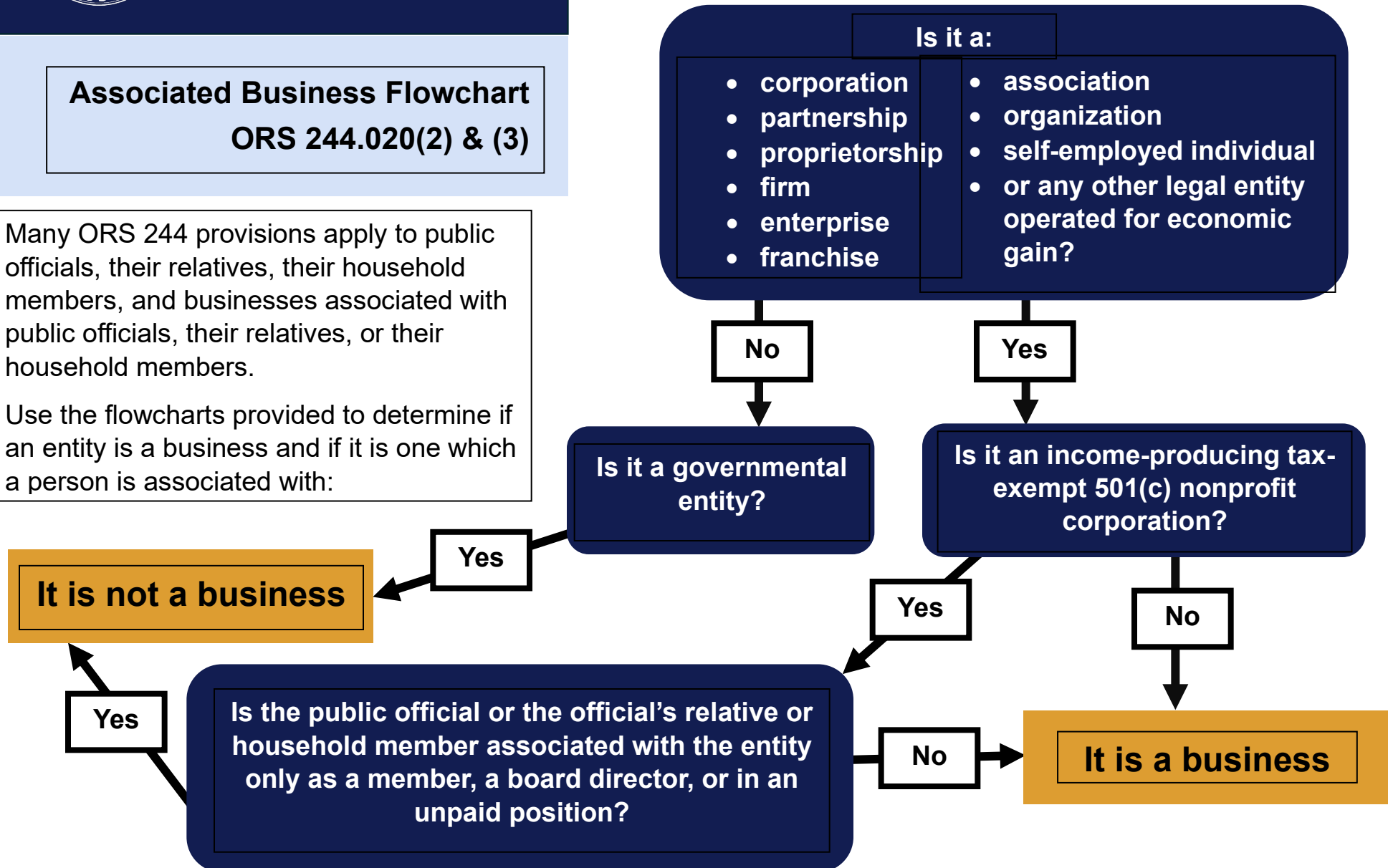
Oregon Government Ethics Commission

Associated Business Flowchart ORS 244.020(2) & (3)

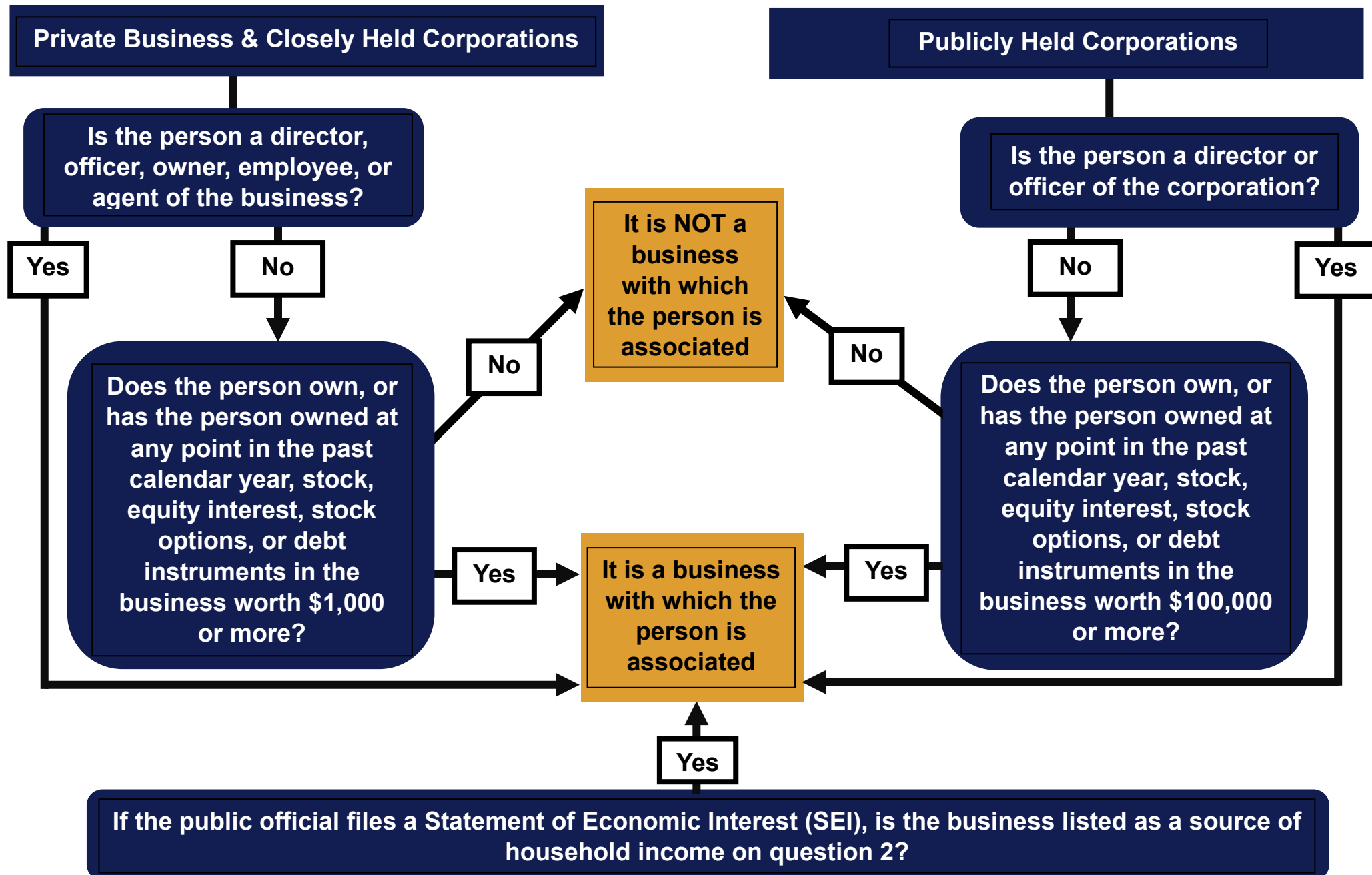
Many ORS 244 provisions apply to public officials, their relatives, their household members, and businesses associated with public officials, their relatives, or their household members.

Use the flowcharts provided to determine if an entity is a business and if it is one which a person is associated with:

#1 – Is it a business?



#2 – Is the business one with which a public official, their relative, or household member is associated?



Public Official Frequently Asked Questions

If I am a volunteer with a local fire district, am I a public official?

Yes. A volunteer with an Oregon public body is a public official. This is true whether the position is paid or not.

OGEC recognizes that many people volunteer without pay for state and local government agencies, boards, commissions, and special districts. Volunteers may be elected, appointed, or selected by a government agency or public body.

Examples of volunteer public officials may include:

- Members of State Boards or Commissions
- City Councilors
- Planning Commissioners
- Firefighters
- School District Board Members

If I am an employee of a state agency, is that a business with which I am associated?

No. Government entities do not meet the definition of business. Since they are not a business, they cannot be a business with which a public official is associated.

I sit on the board of a nonprofit. Is the nonprofit a business with which I am associated?

For most public officials, the answer is no. But if you are a public official required to file an SEI, you will need to determine if the nonprofit meets the definition of a business. If it does, then you will need to know if it contributes more than 10% of your annual household income. If it does, then it would be a business that you are associated with.

Is the nonprofit a 501(c) corporation? If not, then it is a business. If it is a 501(c) corporation, then is the public official, or their relatives or household members, only associated with it as a member, or on the board of directors, or in an unpaid capacity? If so, then it would not qualify as a business, and so would not be a business that you are associated with. But if you, or your relatives or household members, are being paid by the 501(c) corporation, then it is not only a business, but if the payments contribute 10% or more of your annual household income, it will need to be listed as a source of income on your SEI. And it would also be a business that you are associated with for purposes of the Ethics Law.

I am a city councilor. My spouse is a paid employee of a 501(c) nonprofit. Is the nonprofit a business with which I am associated?

Because your spouse is a paid employee of the 501(c) nonprofit, it qualifies as a business. As discussed later in this Guide, not all public officials are required to file an SEI, but all city councilors are required to file an SEI. The SEI requires disclosure of those businesses that contribute 10% or more of the public official's annual household income.

Income is defined as income of any nature from any source, including, but not

limited to, any salary, wage, advance, payment, dividend, interest, rent, [honorarium](#), return of capital, forgiveness of debt, or anything of economic value.

If your spouse's income from the nonprofit is more than 10% of your household's annual income, the nonprofit would need to be listed as a source of household income on your SEI. If it is listed as a source of income on your SEI, then it is a business you are associated with. But if your spouse's income from the nonprofit is less than 10% of your household's annual income, then the nonprofit would not need to be listed as a source of household income on your SEI, and it would not be a business that you are associated with.

I am a public official. I have an alternative dwelling unit (ADU) that I rent; is the person who rents from me a household member?

If the ADU is indeed a separate rental unit, then the answer is no. Things that the Commission may take into consideration in making that determination include:

- Do the home and the ADU have separate addresses?
- Are the home and the ADU attached?
- Are there separate entrances?

I am a school board member, and my cousins are employed by the school district as teachers. Do they count as relatives?

No. Cousins, aunts, uncles, and grandparents are not relatives as the term is used in Ethics Law.

Statutes and Administrative Rules Referenced in the Public Officials FAQ Section

- ORS 244.020(2), definition of “business”
- ORS 244.020(3), definition of “business with which the person is associated”
- ORS 244.020(9), definition of “income”
- ORS 244.020(11), definition of “member of the household”
- ORS 244.020(15), definition of “public official”
- ORS 244.020(16), definition of “relative”
- ORS 244.060(3), relating to statement of economic interest, sources of income

Conflicts of Interest

A conflict of interest occurs when a public official makes a [decision](#) or [recommendation](#), or takes an [official action](#) that would (actual conflict of interest) or could (potential conflict of interest) financially impact, positively or negatively, any one or more of the following:

- The public official
- A relative of the public official
- A member of the public official's household
- A business associated with the public official
- A business associated with the public official's relatives or household members

It is important to note that the types of conflicts of interest addressed in Ethics Law are limited to financial conflicts of interest. They do not address issues such as bias or favoritism.

How to Identify a Conflict of Interest

In Ethics Law, there are two types of conflicts of interest:

1. A **potential conflict of interest** – A potential conflict of interest exists when the action, decision, or recommendation of the public official **could** financially impact any of the individuals or businesses listed above.

2. An **actual conflict of interest** – An actual conflict of interest exists when the action, decision, or recommendation of the public official **would** financially impact any of the individuals or businesses listed above.

The difference between a potential and an actual conflict of interest rests on the certainty that a financial impact will result from the decision, recommendation, or action. You can have an actual conflict of interest even if the decision, recommendation, or action will need further approval or action by another public official or governing body before it can be implemented.

Statutes and Administrative Rules Referenced in the How to Identify a Conflict of Interest Section

- ORS 244.020(1), definition of “actual conflict of interest”
- ORS 244.020(2), definition of “business”
- ORS 244.020(3), definition of “business with which the person is associated”
- ORS 244.020(11), definition of “member of the household”
- ORS 244.020(13), definition of “potential conflict of interest”
- ORS 244.020(15), definition of “public official”
- ORS 244.020(16), definition of “relative”

How to Address a Conflict of Interest

Conflicts of interest often arise because public officials are involved in their communities, are employed by a private business, or own their own business. A public official does not violate the Ethics Law simply because they have a conflict of interest. To comply with the Ethics Law, public officials must identify their conflicts of interest, describe the nature of those conflicts, and then properly disclose and dispose of those conflicts. For certain public officials and in certain situations, that may mean they are prohibited from discussing or voting on a matter.

If a public official has a conflict of interest, it is not enough to merely state that they have a conflict. The public official must describe the nature of the conflict by explaining how an issue or vote would or could financially affect the public official, their relative, a household member, or a business with which the public official, their relative, or their household member is associated. This disclosure must be made for each conflict that exists, which may mean that a public official is required to describe multiple actual or potential conflicts of interest before making a decision or taking official action.

Ethics Law requires different disclosures for different types of public officials. They are outlined below.

Legislative Assembly

Members of the Legislative Assembly must publicly announce the nature of their conflicts of interest in the way required by the rules of the house that they serve in the legislative assembly. Ethics Law requires that the public announcement occur before the legislator takes any action on the matter.

The Oregon Attorney General's Office has issued an Opinion that the provisions of Article IV, section 9, of the Oregon Constitution mean that only the Legislative Assembly may investigate and [sanction](#) its members for violations of conflict of interest disclosure rules in ORS 244.120.

However, if a legislator holds a separate position as a public official, such as the Director of IT Department for a city or as a volunteer firefighter, when a conflict of interest arises while serving as a public official in this separate position, they would not be acting as a legislator and would be required to declare their conflicts of interest like any other appointed official under ORS 244.120(1)(c). The Commission would have the authority to investigate and sanction them if they failed to properly declare their conflicts of interest as it related to their separate position as a public official.

Judges

Judges must remove themselves from cases where a conflict of interest exists or advise the parties of the nature of the conflict of interest. Judges are also subject to separate ethics rules governing their profession, which are outside OGEC's jurisdiction.

Public Employees

ORS 244.120(1)(c) requires that public officials who are public employees, volunteers, or agents of a government entity must give written notice of their conflict of interest to their direct supervisor or other person who appointed or employed them (appointing authority). The written notice must describe the specific nature of each conflict of interest and request that the appointing authority resolve it. The appointing authority must resolve the conflict by assigning a different person to handle the task or by directing the public official to address the matter in a specific manner.

It is important to note that the public official has met their legal requirement once they have provided the written notice to their appointing authority. That is true even if the appointing authority fails to respond and provide the required guidance on how to address the conflict of interest.

The following is a sample written disclosure for a public employee, volunteer, or agent:

Dear [Supervisor], I am writing to let you know that I have an [insert actual or potential] conflict of interest. The conflict arises because [insert specific facts, listing the person who will be financially impacted or the business involved, and how the conflict is related to your duties]. I am requesting that you resolve the conflict of interest by either assigning the matter to a different person or directing me to address the conflict in a specific manner.

Example: A public official is a maintenance worker and also a member of a scoring committee related to a public contract for pouring sidewalks in front of the Library. One of the companies bidding for the contract is owned by the public official's sister. In this situation, the public official has an actual conflict because the public official will be making a recommendation that will financially impact the public official's sister. To disclose this conflict, the public official would write their supervisor:

Dear Supervisor, I am writing to let you know that I have a conflict of interest. The conflict arises because I am a member of the scoring committee for the sidewalk project at the Library, and my sister Jane Doe is the owner of Acme Asphalt Inc., which submitted a bid for the sidewalk project. My participation in the scoring would financially impact my sister's company. I am requesting that you resolve the conflict of interest by either removing me from the scoring committee or directing me to address the conflict in a specific manner.

Elected Officials or Appointed Members of Boards and Commissions

Elected officials (other than legislators) and those appointed to boards and commissions must publicly announce the nature of their conflict of interest before deciding, recommending, or taking any official action on the matter.

For most elected officials or members of boards and commissions, the public announcement must be made in a public meeting (see below if you are a public official who does not participate in any public meetings). The public announcement must be made each time the conflict arises. For instance, if the matter is being considered across multiple meetings, the public official must declare the conflict(s) at each meeting. As part of the public announcement, the public official must provide enough information to describe the nature of their conflict of interest and indicate whether it is a potential conflict of interest or an actual conflict of interest. This distinction is necessary because ORS 244.120(2) requires that the public official take different actions depending on the type of conflict of interest they are faced with:

- **Potential conflict of interest** - After publicly announcing a potential conflict of interest, the public official may participate in official actions on the matter. That means that the public official may discuss or vote on the matter out of which the conflict arises.
- **Actual conflict of interest** - After publicly announcing an actual conflict of interest, the public official must not participate in any official action on the matter. That means the public official cannot discuss the matter or vote on the matter.

There are two exceptions, where a public official with an actual conflict of interest can

still vote:

- **Minimum Vote Exception** - If a public official has an actual conflict of interest, but their vote is necessary to meet the minimum number of votes needed to take action, the public official may vote. They must still announce their conflict of interest, and they cannot participate in any discussion or debate on the matter. They may only participate in the vote required for official action. Once the minimum number of votes to take action has occurred, any voting by other members with an actual conflict of interest would be in violation of Ethics Law.
- **Budget Vote Exception** - If the official action being taken is an adoption of a local budget that includes compensation or benefits for the public official or their relative, the public official must publicly announce their actual conflict of interest, specifically stating that the budget includes compensation or benefits for themselves or their relative. Once that announcement is made, the public official may participate in the discussion and may vote on the adoption of the budget. This exception does not apply to voting on the approval of the adoption or the amendment of any compensation, stipend, or other benefits.

The Commission recognizes that some elected officials, such as sheriffs, district attorneys, or statewide office holders, such as the Secretary of State, the State Treasurer, or the Commissioner of the Bureau of Labor and Industries, do not hold public meetings. For those public officials who do not hold public meetings, the Commission has determined they can meet the conflict of interest disclosure requirement by other means reasonably determined to notify members of the public. This may include issuing a press release or posting the announcement on their public body's website. Another option would be to make a public announcement at the public

meeting of another public body. For example, county employees like sheriffs, district attorneys and surveyors could make their public disclosure at a county commission meeting.

The following are sample disclosure scripts for publicly announcing, at a public meeting, actual and potential conflicts of interest by elected public officials or those appointed to boards or commissions:

Actual Conflict: I have an actual conflict of interest. The conflict arises because [insert specific facts, listing the person who will be financially impacted or the business involved, and how the conflict is related to the public official's decision, recommendation, action, or vote]. Because this is an actual conflict of interest, I am recusing myself from any discussion or vote on this matter.

Example: City Council is deciding a variance request filed by a business owned by the Mayor, so the Mayor has an actual conflict of interest. The Mayor would state at each meeting where the variance is being considered or voted upon:

I have an actual conflict of interest in this matter. The conflict arises because I own Acme Company, and that company has applied for a variance that is being considered by the Council. The granting or denial of the variance would financially impact my business, Acme Company. Because this is an actual conflict of interest, I am recusing myself from any discussion or vote on this matter.

Potential Conflict: I have a potential conflict of interest. The conflict arises because [insert specific facts, listing the person who will be financially impacted or the business involved, and how the conflict is related to the public official's

decision, recommendation, action, or vote]. Because this is a potential conflict of interest, I will still participate in this matter.

Example: The school board is developing criteria for a construction bid process. An elected school board member's son owns a construction company. The school board member would be met with a potential conflict of interest because actions on the construction bid process could financially impact her son's construction company. At each meeting where the bid process was being considered or voted on, the school board member would state:

I have a potential conflict of interest. My son John Doe owns the Acme Construction company in town and may bid or be a contractor on the new elementary school construction project. The construction project could benefit my son and/or his business. Because this is a potential conflict of interest, I may continue to participate in this matter.

Disclosures that Are Not Conflicts of Interest

Often, people do not have a conflict of interest in, as defined in Ethics Law. But, because of a personal connection or personal relationship to a person or business, a public official may feel that it's necessary to make a public announcement to be transparent. The public official may feel that it's necessary to disclose the nature of the relationship or not participate in a vote.

Public officials in these situations should avoid referring to these scenarios as conflicts of interest. Rather, it would be more appropriate to describe the nature of the relationship and explain what steps the public official is going to take.

Example: The town council is considering sidewalk improvements on one block in town. The sidewalk that will be improved is in front of the home of one of the town's councilor's friends. The friend does not meet the definition of a relative or member of the household. That means that there is no conflict of interest as defined by Ethics Law, so making a conflict of interest disclosure would not be appropriate. But the public official wants to be transparent. The town councilor could state:

I do not have a conflict of interest, but I am friends with one of the people whose home is located on the street where we are considering making sidewalk improvements. Since this is not a conflict of interest, I will be participating in the discussion and vote on this matter.

Local jurisdictions may have stricter rules regarding the types of relationships that need to be disclosed. A public official should check with their public body's human resources department or legal counsel for any additional disclosures that are required that do not fall under Ethics Law.

Executive Sessions and Conflict of Interest Disclosures

Public officials cannot make a conflict of interest disclosure in an executive session.

If a public official has a conflict of interest about a matter being discussed in an executive session, the disclosure must be made in a public meeting before entering into the executive session. For this reason, it is recommended that a regular or special meeting be noticed with an executive session to allow any conflicts of interest to be publicly disclosed before entering the executive session.

During an executive session, if a public official realizes they have a conflict of interest that was otherwise unforeseeable, there are a few ways the public official can address the issue:

- If the executive session was held in conjunction with a regular or special meeting (open meeting), the governing body may recess the executive session and return to the open session of the public meeting. Once in the open session, the public official can then make their conflict of interest announcement. Following that disclosure, the governing body can return to executive session.
- If the executive session was noticed as a standalone executive session (not in conjunction with a regular or special meeting), the public official must leave the executive session meeting, or that portion of it that involves the matter for which they have a conflict, after stating on the record that they are doing so. At the next public meeting following the executive session, the public official must publicly disclose the conflict of interest and what occurred (for example, that they left the executive session, or a portion of it, and did not participate in the discussion of the matter giving rise to their conflict).
- The governing body can postpone the executive session matter to a future executive session. This would allow the public official to publicly announce their conflict of interest in a regular or special open session prior to entering that future executive session.

This Guide does not address Public Meetings Law requirements, including what is a regular meeting, special meeting or executive session or how those meetings need to be publicly noticed. The Commission's administrative Rules, OAR 199, clarify provisions

of Public Meetings Law. [The Attorney General's Public Records and Meetings Manual](#) (AG Manual) also covers Public Meetings Law in detail.

Limited Exceptions to the Conflict of Interest Disclosure Requirement

There are specific, limited situations in which, even if there is a financial impact, a public official may not have a conflict of interest and may not need to make a conflict of interest disclosure. There are three exceptions to note:

- A conflict of interest may not exist if the financial impact arises from the public official's membership in a particular business, industry, occupation, or other class, and that membership is a prerequisite required by law to hold the office or position.

In Staff Advisory Opinion 19-136S, OGEK applied this exception to a governing body required to include one person with banking experience. A U.S. Bank employee was appointed to the governing body. The exception only applies to that person's decisions or actions that would or could affect members of the banking industry as a whole. If the person made any decisions or took any actions that would or could affect the specific bank they worked for, that would result in a conflict of interest and the exception would not apply.

- A conflict of interest may not exist if the public official, their relative, their household member, or a business with which any of those people are associated, are members of an identifiable group or class, and if the official action would financially impact them to the same degree as all other members of that class. This is called the class exception.

The Commission is the only entity authorized to identify a group or class and decide the minimum size of that class. The number of people affected to the same degree as the public official will help determine if this exception applies. Please note that in order for the Commission to make a determination in advance of a public official taking an action, a commission advisory opinion would be required. Such an opinion generally takes 60 days or more to be written by Commission staff and approved by the Commission at a public meeting.

A public official may believe that a class exception applies and take action without seeking a commission advisory opinion from the Commission. There is a risk in doing so because the Commission may not agree that a class exists. If the Commission disagrees that a class exists, the public official who acted should have declared a conflict of interest and, in not doing so, violated Ethics Law.

- The Commission has issued several Commission Advisory Opinions that public officials may find helpful that address class exceptions. Commission Advisory Opinion 19-240A examines whether a class exception exists for three separate school board members, all of whom have relatives employed at the district. The opinion walks through how the class exception would or would not apply to each public official based on the position their relatives hold and whether or not their relatives would all be affected to the same degree as the other members of a class by the school board's actions. The opinion demonstrates how the same law, applied to different circumstances, can have very different outcomes.

A conflict of interest may not exist if the financial impact arises from the public official's directorship on the board of, or membership in, a 501(c) nonprofit corporation.

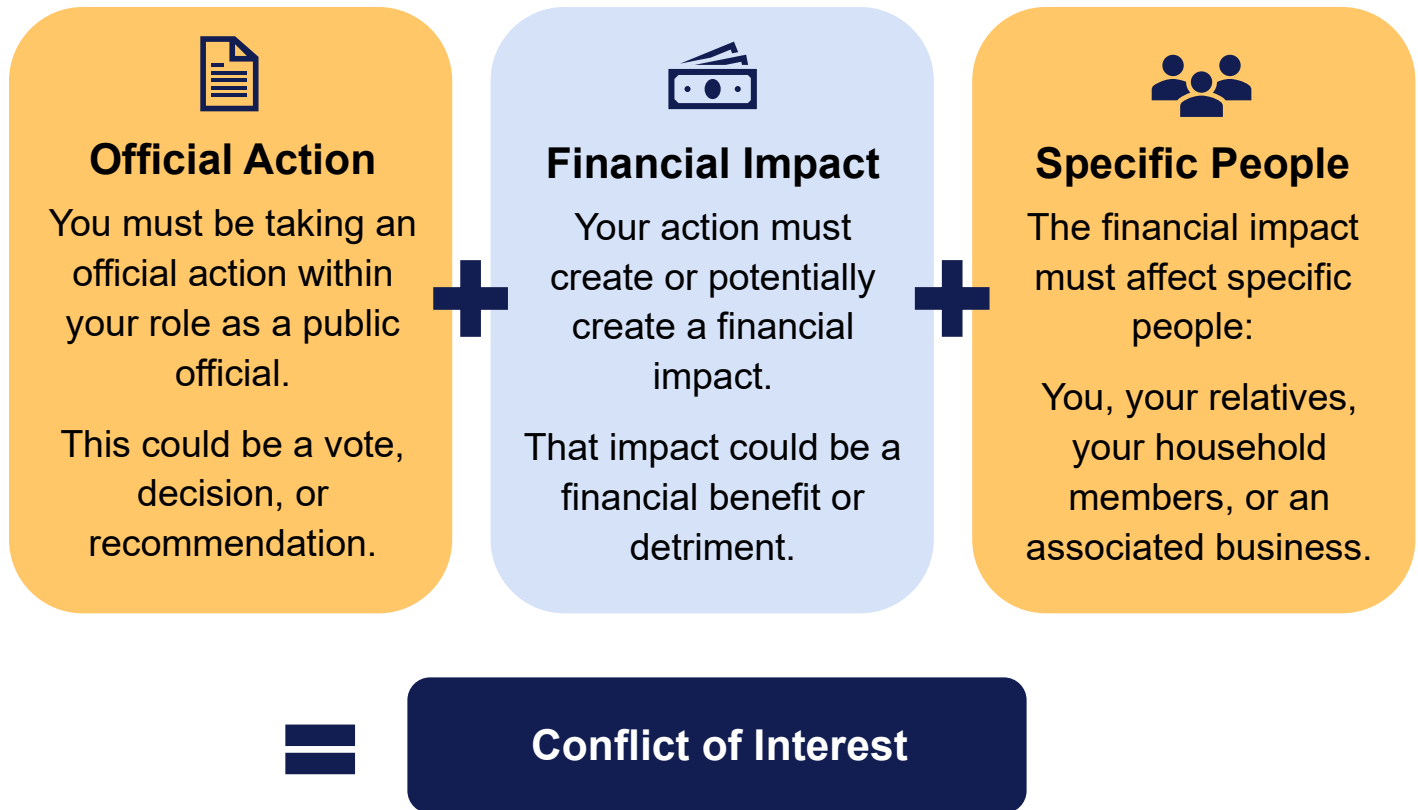
Statutes and Administrative Rules Referenced in the How to Address a Conflict of Interest Section

- ORS 244.020(1), definition of “actual conflict of interest”
- ORS 244.020(2), definition of “business”
- ORS 244.020(3), definition of “business with which the person is associated”
- ORS 244.020(11), definition of “member of the household”
- ORS 244.020(13), definition of “potential conflict of interest”
- ORS 244.020(13)(a), regarding the membership exception
- ORS 244.020(13)(b), regarding the class exception
- ORS 244.020(13)(c), regarding the nonprofit exception
- ORS 244.020(15), definition of “public official”
- ORS 244.020(16), definition of “relative”

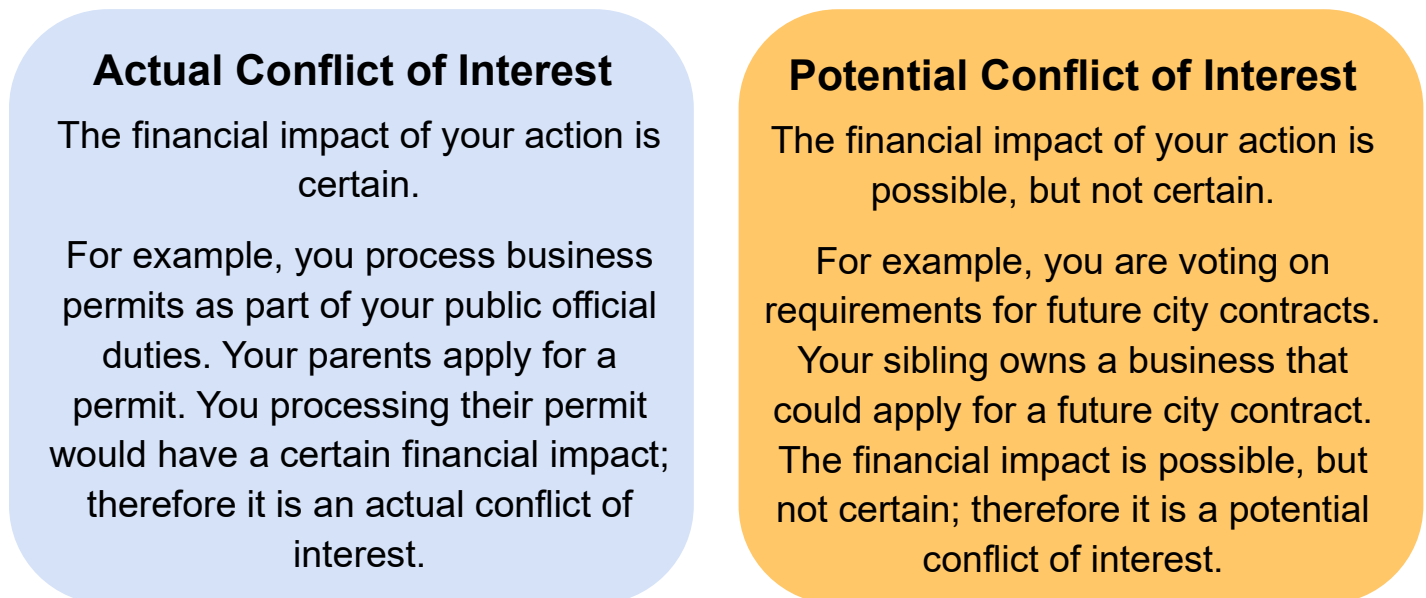
- ORS 244.120, regarding methods of handling conflicts of interest
- ORS 244.120(2)(b)(B), regarding the minimum vote exception
- ORS 244.020(2)(b)(C), regarding the budget vote exception
- 49 Op. Atty. Gen. 167 (1999) issued on February 24, 1999.
- Staff Advisory Opinion 19-136S
- Commission Advisory Opinion 19-240A

Identifying Conflicts of Interest

For something to be a conflict of interest under Oregon Government Ethics Law, it must meet three criteria [ORS 244.020(1) & (13)]:



Once you've recognized that something meets these criteria and is a conflict of interest, you need to further analyze if it is an **actual conflict of interest** or **potential conflict of interest**.



What do you do once you know you have a conflict? Flip the paper over to find out!

Disclosing Conflicts of Interest

When met with a conflict of interest, there are different disclosure requirements depending on the nature of the public official's position.



**Members of the
Legislative Assembly**

- Must announce the nature of the conflict publicly.
- Announcement must be according to the rules of the house of which they are a member, before taking any action on the matter [ORS 244.120(1)(a)].



**Other elected officials or
appointed board and
commission members**

Announce publicly the nature of the conflict of interest.

- Announcement during the **public session** of a public meeting.

Then:

- If it is a **potential conflict of interest**, they may continue to participate in the discussion debate or vote on the matter.
- If it is an **actual conflict of interest**, they must refrain from participating in any discussion, debate or vote on the matter [ORS 244.120(2)].

Have questions? Contact us!
Email mail@ogec.oregon.gov
or call 503-378-5105.

Must notify their appointing authority (supervisor, director, etc.) in writing. It must:

- Describe the nature of the conflict.
- Request the authority dispose of the matter.

The authority will respond with how to handle the matter. They will either have someone else handle it or give specific instructions on how to proceed. [ORS 244.120(1)(c)].



**Any other appointed
official (describing
public employees)**

- Must be removed from the case giving rise to the conflict.
- Or they must advise the parties of the nature of the conflict [ORS 244.120(1)(b)].



Judges

Minimum Votes Exception: An elected public official (or one serving on a board/commission) may be able to vote with an actual conflict of interest. This exception only applies when their vote is needed to meet the minimum number of votes to take official action. They would still need to make their public disclosure and would not be able to participate in any discussion or debate [ORS 244.120(2)(b)(B)].

Conflicts of Interest Frequently Asked Questions

I am a fire district employee. I am working on developing a request for proposals for accounting services. My brother works at an accounting firm, organized as a limited liability corporation, that provides services to public entities. Do I have a conflict of interest?

Yes. There is a potential conflict of interest because the accounting firm is a business, and your brother is an employee of that private business. That makes the accounting firm a business with which the public official is associated.

Because the accounting firm **could** bid on the request for proposals the public official is developing, the public official has a potential conflict of interest that must be disclosed in writing to the employee's supervisor.

I serve as the contract administrator for a city. My spouse recently started a position with a consulting company that has a contract with the city. The consulting company is organized as a limited liability company. The contract with the city was in place before my spouse began working for the consulting company. My spouse is not performing work under the contract with the city. Do I have a conflict of interest when making decisions or recommendations about the consulting company's contract?

Yes. There is a conflict of interest because the consulting company is a business, and your spouse is an employee of that private business. That makes the consulting company a business with which the public official is associated. The public official is in a position take actions, or make decisions or recommendations about the consulting company's contract that either **could or would** have a financial impact on the consulting company. So the contract administrator will be

met with a conflict of interest each time they take action, make a decision, or make a recommendation regarding the consulting company's contract. The first time a matter relating to the consulting company's contract comes up, the contract administrator will need to submit a written disclosure of the nature of their conflict of interest to their supervisor (appointing authority) and ask their supervisor to either assign the matter to another employee or give them direction on how to handle the matter. If the supervisor directs the contract administrator to handle the matter in a specified manner, the contractor administrator must do so. If a new matter comes up - either a new contract or something that was not covered by the supervisor's prior directive - the contract administrator will need to submit a new written conflict of interest disclosure and ask for direction on how to handle that matter.

I am a county commissioner. My friend's company was selected for a county contract. The county commissioners are scheduled to vote on whether to approve the contract at the next public meeting. Do I have a conflict of interest because my friend's company is getting the contract?

No. A friend is not considered a relative or a household member (unless, of course, that friend lives with the public official), so a conflict of interest declaration is not required in that situation.

If the public official believes it is important to disclose the relationship with the friend and the friend's company, the public official can do so. OGEC staff recommends that the disclosure not be referred to as a conflict of interest because:

- It is not a conflict of interest under Ethics Law, and

- Calling it a conflict of interest requires the public official to take certain steps under Ethics Law.

For example, the public official could state:

For the record, my friend is the owner of the company selected for this contract. However, this is not a conflict of interest because the friend is not a relative or a household member, and the company is not a business that I am associated with.

I am employed by a parks and recreation district, and my job is to review applications and issue permits for private events in the district. My daughter applied for a permit to operate a food truck in one of the district's parks for the summer. Do I have a conflict of interest?

Yes. In your role as a public official, you make recommendations and decisions and take actions regarding permit applications for park use. The decision whether to grant a permit or not would financially impact your daughter, who is a relative. If you reject the application, your daughter would be negatively financially impacted because she would not be able to operate her food truck in the park. If you approve the application, your daughter would be positively financially impacted because she would be able to operate her food truck in the district's park. Either way, because there is a financial impact to your relative, you are required to declare your conflict of interest in writing to your supervisor.

I am employed by a private construction company that does business with the city. I would like to run for city council. I've been told that I cannot run for city council because I have a conflict of interest. Is that true?

No. Conflicts of interest arise when a person takes an action, makes a decision, or makes a recommendation in their capacity as a public official. Simply being employed by a company that does business with the city does not mean that you have a conflict of interest that would prohibit you from running for city council under Ethics Law.

If you are elected to the city council and you are required to take actions, make decisions, or make recommendations that would or could financially impact your employer, then you would be required to declare a conflict of interest as it relates to that specific action, decision, or recommendation.

Local jurisdictions may have stricter rules as part of their charter, ordinances, rules, or bylaws. You will need to check if your particular situation implicates any locally-specific laws or rules.

There is a vacant seat on the health district board. A current board member's spouse wants to join the board, too. Isn't that a conflict of interest?

No. There is nothing in Ethics Law that prohibits spouses, relatives, or household members from serving on the same board, commission, city council, or other governing body.

One issue presented by spouses, relatives, or household members serving on the same board is that they may have the same conflicts of interest arise, potentially limiting their ability to participate in discussions, deliberations, actions or votes on the matters out of which the conflict of interest arises. Another issue concerns how the spouse of the current board member was appointed to the board. Were they publicly elected to the board? Or were they appointed by the current board members? If a current board member's spouse is to be appointed

by current board members, the current board member whose spouse is being appointed would need to follow the Ethics Law requirements regarding nepotism ([page 114](#)).

I am an elected official, and I have a conflict of interest. Is it enough to state, "I have a conflict of interest" in a public meeting?

No. Ethics Law requires that a public official not only disclose that they have a conflict of interest; the public official has to also describe the nature of that conflict. That means the public official has to state the specific factual reasons why a conflict of interest exists.

Is a public official required to announce the nature of a conflict of interest each time the matter is discussed?

Yes. Each time a public official is met with a conflict of interest, they must disclose the nature of the conflict, even if they have declared the conflict of interest at a previous meeting or provided a written notice regarding the matter at a different time. For example:

- A city councilor with a conflict of interest must make a public announcement in each meeting where the matter creating the conflict is discussed. If the matter creating the conflict of interest comes up at a later meeting, the city councilor must disclose it again at that later meeting.
- An employee in a city planning department must give a separate written notice to their supervisor before each time they need to take an official action related to a property owned by their relative.

I am an elected official, and I have a conflict of interest. When should I declare it?

Conflicts of interest must be disclosed before the matter out of which the conflict arises is discussed or voted upon. Conflicts of interest must be disclosed during the public session of a public meeting. As a best practice, OGEC staff recommends that a conflict of interest be disclosed at the beginning of a public meeting. That way, if the matter out of which the conflict arises comes up earlier in the meeting than planned on the agenda, or comes up in a different context, the public official has met their disclosure requirement.

If someone files a complaint with the Commission because a public official failed to disclose a conflict of interest, and the Commission determines the public official violated Ethics Law, can the Commission undo the action or decision taken by the public official?

No. The Commission does not have the authority to undo the public body's actions or to remove a public official from office. The Commission can only impose penalties ranging from a letter of education or reprimand to a financial penalty.

How is the public announcement or written disclosure of the nature of a conflict of interest recorded?

The public body served by the public official must record disclosures of a conflict of interest in its official records. For example, written disclosures should be maintained in a personnel file, while verbal disclosures at a public meeting should be included in official meeting minutes or audio or video recordings of public meetings.

I serve as a member of a planning commission and the agenda for the next public meeting will include a proposal to rezone certain properties. The rezoning proposal is going to affect 3 of the 5 planning commission members. If 3 of the 5 planning commission members have an actual conflict of interest and are unable to vote, will the rezoning proposal automatically fail because of the Ethics Law's prohibition on their voting?

No. Each of the three planning commission members have an actual conflict of interest because the rezoning of the property will have a financial impact unique to each planning commission member. As a result, each planning commission member would be required to declare the nature of their conflict of interest and abstain from any discussion or debate on the matter out of which the conflict arises.

Generally speaking, public officials with an actual conflict of interest cannot vote on a matter out of which a conflict of interest arises. There is an exception to that prohibition when a public official's vote is needed to reach the number of votes necessary to take action, usually a majority or quorum. Only 2 planning commission members do not have a conflict of interest; that means that **one** of the public officials who has an actual conflict of interest can vote on the matter, but cannot engage in discussion or debate on the matter.

The question many public officials have is: which one of those 3 public officials should be the one to vote? That is a question for the governing body to decide. OGE staff recommends that if the public body's own laws, rules, policies, or procedures do not address which public official should vote, the public body develop a procedure for determining how it will decide which public official should be the one to vote in situations where the minimum vote exception applies.

Public officials should also check with their own body's laws and rules, as they may be stricter than Ethics Law when it comes to voting and conflicts of interest.

I am a school board member. The school board has seven members. Each of the seven members has a relative employed by the school district. When it's time to vote on the school district's budget, each of the school board members will have an actual conflict of interest because their relatives will financially benefit from the budget. How can we pass the budget?

During the 2025 legislative session, Ethics Law was amended to address this common issue faced by governing bodies throughout Oregon. The budget vote exception allows governing body members, like school board members, to vote on budgets that include compensation or benefits for the public official or their relatives, even though the public official has an actual conflict of interest.

The law requires that prior to taking any action on the budget, the public official must publicly declare the nature of their conflict of interest. Once the public disclosure is made, the public official is allowed to participate in the discussion, debate, and vote on the budget. The law still requires public officials to disclose the nature of their conflict of interest each and every time it arises.

When I declare a conflict of interest during the open session of a public meeting, am I required to leave the room during the discussion and vote on the matter out of which my conflict arises?

No. Ethics Law does not require a public official to leave a meeting after declaring an actual conflict of interest. If the public official remains in the room, they are prohibited from participating in any discussion or vote out of which a conflict arises unless an exception applies.

Statutes and Administrative Rules for the Conflicts of Interest FAQ Section

- ORS 244.020(1), definition of “actual conflict of interest”
- ORS 244.020(2), definition of “business”
- ORS 244.020(3), definition of “business with which the person is associated”
- ORS 244.020(11), definition of “member of the household”
- ORS 244.020(13), definition of “potential conflict of interest”
- ORS 244.020(13)(a), regarding the membership exception
- ORS 244.020(13)(b), regarding the class exception
- ORS 244.020(13)(c), regarding the nonprofit exception
- ORS 244.020(15), definition of “public official”
- ORS 244.020(16), definition of “relative”
- ORS 244.120, regarding methods of handling conflicts of interest
- ORS 244.120(2)(b)(B), regarding the minimum vote exception
- ORS 244.020(2)(b)(C), regarding the budget vote exception

- ORS 244.177, regarding employment of relatives or members of household
- ORS 244.179, regarding supervision of relatives or members of household

Prohibited Use of Office or Position

Ethics Law prohibits public officials from using or attempting to use their office or position to obtain a financial benefit or to avoid a financial harm (together referred to as a financial impact), if the financial impact would not otherwise be available but for the office or position they hold. The prohibited use of office or position provisions apply to financial impacts on:

- the public official, the public official's relatives, and the public official's household members
- any businesses that the public official, their relatives, or their household members are associated with

The following are some examples of a public official's prohibited use or attempted use of their office or position:

- A state employee uses a government vehicle to take their children to soccer practice.
- A school superintendent signs a contract between the school district and the company that employs the superintendent's spouse.
- A volunteer firefighter lets their roommate do their laundry at the fire station.
- A city councilor pressures staff to change a proposed ordinance to increase the value of real estate that the city councilor owns.

- A sheriff's office employee submits a timecard indicating they are entitled to overtime when that employee did not actually work the overtime hours.
- A teacher sends a flyer home with students advertising the teacher's private tutoring services.

While these examples illustrate prohibited uses of office or position, they may also represent a conflict of interest under Ethics Law. The prohibited use of office or position restrictions apply even if a public official disclosed a conflict of interest. For more information on conflicts of interest, go to [page 35](#).

There are some additional restrictions on how current or even former public officials use their offices or positions:

- ORS 244.040(3) provides that a public official is prohibited from directly or indirectly asking for or accepting an offer of future employment based on the understanding that the offer is in exchange for influencing the public official's vote, official action, or judgment.
- Certain public officials who are members of a governing body may own or be associated with a specific type of business, such as a law firm, engineering firm, or architectural firm that has clients who appear before that governing body. ORS 244.040(6) provides that a public official may not represent their firm's clients before the governing body of which they are a member. The firm may send a different representative to represent the client before the governing body, but the public official serving on the governing body may not be that representative.

- ORS 244.040(7) provides that current or former public officials may not solicit, receive, or use public moneys from a public body to pay or make payments on a civil penalty imposed on them by the Commission.

There are also restrictions on the use of confidential information by current or former public officials. Confidential information, as used in Ethics Law, is not limited to only records exempt from public disclosure or inspection under state law, but also includes information not generally known to the public. The record or information is no longer confidential if it has been voluntarily disclosed by the public body or been disclosed through a public records disclosure order or court order.

- For current public officials, ORS 244.040(4) prohibits them from using or attempting to use confidential information for personal gain if that confidential information is obtained in the course of or by reason of holding their position as a public official.
- For former public officials, ORS 244.040(5) prohibits them from using or attempting to use confidential information for any person's financial gain if that confidential information was obtained in the course of or by reason of holding their former position as a public official.

Statutes and Administrative Rules for the Prohibited Use of Office Section

- ORS 244.020(2), definition of "business"
- ORS 244.020(3), definition of "business with which the person is associated"

- ORS 244.020(11), definition of “member of the household”
- ORS 244.020(13), definition of “potential conflict of interest”
- ORS 244.020(15), definition of “public official”
- ORS 244.020(16), definition of “relative”
- ORS 244.120, regarding methods of handling conflicts of interest
- ORS 244.040(1), regarding prohibited use of public office or position generally
- ORS 244.040(3), regarding offers of future employment for public officials
- ORS 244.040(4), regarding current public officials and the prohibited use of confidential information
- ORS 244.040(5), regarding former public officials and the prohibited use of confidential information
- ORS 244.040(6), regarding a public official’s representation of their firm
- ORS 244.040(7), regarding prohibited uses of public money
- ORS 244.040(8), regarding conflicts of interest and prohibited use of office
- OAR 199-008-0005(5), definition of “confidential information”

Exceptions to Prohibited Use of Office or Position

There are exceptions to the prohibitions on the use of office or position. The following financial benefits may be accepted by a public official. Some benefits may also be accepted by a public official's relative or a member of the public official's household.

Official Compensation

Under ORS 244.040(2)(a), public officials may accept any financial benefit that is part of their official compensation package. Common examples of such benefits may include:

- Salary
- Health insurance benefits
- Retirement benefits
- Childcare

OAR 199-008-0005(3) defines official compensation package as the wages and other benefits provided to the public official. To be part of an official compensation package, the wages and benefits must:

- Be in writing, and
- Be formally approved by the public body, such as through a union contract, an employment contract, or other adopted personnel policies that apply to employees or other public officials

The term official compensation package also includes the public body's direct payment of a public official's expenses in accordance with the public body's policies.

Anything can be part of a public official's official compensation package, but only if the public body properly identifies the financial benefit in writing and formally adopts the benefit as part of the public official's official compensation package. Some examples include:

- Use of a government vehicle for personal travel
- Use of government equipment, such as a computer, camera, or software program, for personal use
- Use of a license or certification paid for by the agency that may also be used for personal/private business

Reimbursement of Expenses

ORS 244.040(2)(c) provides that a public official may accept payments from the public body as [reimbursement for expenses](#) the public official already paid while conducting the public body's business. All reimbursements must meet the requirements of applicable laws and policies.

People sometimes use the phrase reimbursement of expenses to describe the payment of a public official's expenses by a person or entity other than their public body. That is not reimbursement of expenses as used in ORS 244.040(2)(c) and defined in OAR 199-008-0005(4). Accepting payment of personal expenses from another person or entity is analyzed under the gift or honoraria provisions of Ethics Law.

Honoraria

Most public officials, their relatives, and members of their household are allowed to accept honoraria as defined in Ethics Law. An honorarium is a payment or something of economic value given to a public official in exchange for services when those involved do not customarily set a price.

There are many occasions when someone will offer what they call an honorarium, but it does not meet the definition of honorarium in Ethics Law. To determine if the payment is considered an honorarium under Ethics Law, the first step is to determine if the payment meets all of the following:

- Offered for a service (a common example of such an event would be giving a speech)
- That service was delivered in connection with an event
- There is no price for the service set in advance by the recipient or the public official

If the honorarium is being provided for a service related to the public official's duties, the public official, their relative, or household member may accept it if it is \$50 or less. If the honorarium is for services that relate to the private profession, occupation, avocation, or expertise of the public official, their relative, or their household member, and it is not related to the official duties or status of the public official, the public official, their relative, or household member may accept it regardless of value.

The Governor, First Partner, Secretary of State, State Treasurer, Attorney General, and Commissioner of the Bureau of Labor and Industries are prohibited by ORS 244.042(4)

from soliciting or receiving an honorarium, money, or any other consideration for *any* speaking engagement or presentation. They may accept food, beverage, travel, or lodging expenses, provided it is authorized by Ethics Law.

Awards for Professional Achievement

Public officials may accept an award if:

- The public official did not solicit the award, and
- The award recognizes professional achievement

Awards for professional achievement are awards that denote recognition of a public official's achievement. Professional achievement awards may be offered by public or private organizations to recognize a public official for a distinguished career.

Professional achievements may be a single accomplishment or an accomplishment achieved during a period of time, such as a calendar year or a public official's career upon retirement. Examples of professional achievement awards include the Nobel Prize, or Oregon's Teacher of the Year award, presented by the Oregon Department of Education.

Awards of professional achievement are different from:

- Awards of appreciation allowed by ORS 244.020(7)(b)(C)
- Honoraria allowed by ORS 244.040(2)(b), and
- Gifts allowed or restricted by other provisions in ORS Chapter 244

Contributions to Legal Expense Trust Fund

Ethics Law allows public officials to establish legal expense trust funds approved by the Commission. A public official who has established a legal expense trust fund is allowed to solicit, accept, and be the trustee for contributions to the fund. For more in-depth information on Legal Expense Trust Funds, go to [page 122](#).

Gifts

Public officials may accept gifts. However, there are restrictions related to the acceptance of gifts. Additionally, some items may not meet the definition of gifts. For more in-depth information on Gifts, go to [page 94](#).

Compensation for Teaching at Post-Secondary Institution

A public official is allowed to accept compensation paid for teaching one or more courses at a [post-secondary institution](#). Accepting this compensation does not result in a prohibited use of office. This is true even if one of the reasons the teaching position is offered is because of the position the public official holds.

Food and Beverages

As provided in House Bill 4161 (2026), a public official is allowed to accept food, beverages, or both, provided by a public body during meetings or other official events held by the public body.

Merchandise

As provided in House Bill 4161 (2026), a public official is allowed to accept merchandise provided to them by a public body if the cost of the merchandise does not exceed \$100

in a calendar year, except as otherwise provided by the public body's policies.

Statutes and Administrative Rules for the Prohibited Use of Office Exceptions Section

- ORS 244.020(7)(a), definition of “gift”
- ORS 244.020(7)(b), gift exceptions, generally
- ORS 244.020(7)(b)(C), award of appreciation gift exception
- ORS 244.025, gift limits
- ORS 244.040(2)(a), official compensation package exception to prohibited use of office
- ORS 244.040(2)(b), honorarium exception to prohibited use of office
- ORS 244.040(2)(c), reimbursement of expenses exception to prohibited use of office
- ORS 244.040(2)(d), awards for professional achievement exception to prohibited use of office
- ORS 244.040(2)(e), gifts that meet the gift limit exception to prohibited use of office
- ORS 244.040(2)(f), gifts from sources without a legislative or administrative

interest exception to the prohibited use of office

- ORS 244.040(2)(g), items that do not meet the definition of gift exception to prohibited use of office
- ORS 244.040(2)(h), legal expense trust fund exception to prohibited use of office
- ORS 244.040(2)(i), post-secondary institution exception to prohibited use of office
- ORS 244.042, regarding honoraria
- ORS 244.205 through ORS 244.221, regarding legal expense trust funds
- OAR 199-008-0005(2), definition of “official duties”
- OAR 199-008-0005(3), definition of “official compensation package”
- OAR 199-008-0005(4), definition of “reimbursement of expenses”
- House Bill 4161 (2026), regarding the food and beverage, and merchandise exceptions to prohibited use of office

Prohibited Use of Office Frequently Asked Questions

I am the manager of a water district. The district provided me with a vehicle to use. Am I allowed to use that vehicle to drive to and from work or to run personal errands?

It depends. A public official is prohibited from using public resources for their own personal benefit unless those resources are included in the public official's official compensation package. That means that if there is a contract, [policy](#) or other formally-approved, written document that allows the public official to specifically use the vehicle for personal use, it would be part of the public official's official compensation package and the public official would be allowed to drive the vehicle to and from work.

If there is no contract, policy or other written document formally-approved by the public body explicitly allowing the vehicle to be used for personal use, the public official would not be allowed to use the vehicle to drive to and from work or for personal errands. If the public official did use the vehicle for personal use, each use of the vehicle would result in a prohibited use of office. That is because, but for the public official's position, they would not have access to the public body's vehicle.

Public officials who are not sure whether they are permitted to use public resources, such as vehicles and computers for personal use, should contact their human resources representative, union representative, or their public body's legal counsel for information.

I am a board member for a road district and I need to book a flight to a work

conference. I was going to use my personal credit card, issued by an airline, to book the flight. The road district will reimburse me once I submit all of the required information. The advantage is, the airline credit card includes free luggage, so I would be saving the district money. I would also earn 3x the rewards points on the purchase of the ticket. Are there any issues that I need to be aware of?

Yes. Using a personal credit card or debit card for purchases that will be reimbursed by the public body could result in a prohibited use of office.

First, let's consider the reimbursement of the expenses. The reimbursement of expenses is an exception to the prohibited use of office. The definition of reimbursement of expenses in OAR 199-008-0005(4) limits reimbursement to the public official's expenses that occurred while the public official was engaged in the official duties of their public body. The reimbursement of expenses must comply with all applicable laws and policies of that public body.

Next, let's consider the rewards points the public official will earn. Since the public body is going to reimburse the public official for the cost of the flight, the public official would not be purchasing the flight but for their public position. The travel rewards then would be a financial benefit that the public official is receiving because of their public position. If the public body has a policy or other formally-approved written document allowing public officials to keep rewards points accumulated from purchases on behalf of the public body, it would be fine for the public official to use the airline credit card and to receive those rewards points. The best practice would be that the public body adopt a formally-approved, written policy that would make the rewards points part of the public official's official compensation package.

As always, while it is important for public officials to be aware of and to comply with Ethics Law, there are other laws, rules, policies and procedures that are important in these types of situations. The public official should check with their public body's human resources department or finance department for information regarding the specific documents and processes for a public official to receive reimbursement, as well as for information about what is included in the public official's official compensation package.

I'm an employee of a vector district. The office is planning a full day of employee training. The employees want to have a potluck on the day of the training where everyone brings in food to share. Would participating in the potluck be a prohibited use of office because, but for my employment with the district, I would not have access to the food?

No. The prohibited use of office statute applies to financial benefits received from the public body. In this instance, the food for the public officials is coming from other public officials, not the public body. Participation in the potluck would not result in prohibited use of office.

Let's say that the public body, using public body money, contributes beverages to the potluck. The public official would be able to accept those beverages because they would fall under the new exception created by HB 4161 that allows a public official to accept food, beverages, or both, provided by a public body during meetings or other official events held by the public body.

I am a county employee, and my job is to create artwork for the county website. In my free time, I am also an artist and sell my artwork online. Can I sell artwork that I created while I was working at the county using county resources?

No. Work that is done as a public official belongs to the public body. It was completed on public body time with public body resources.

If a public body enters into an agreement with the public official or adopts a policy as part of the employee's official compensation package that expressly allows the employee to sell the artwork created with county resources, then the public official would be able to sell the artwork as set forth by that policy. This example only addresses Ethics Law issues and not other legal issues, such as intellectual property rights. OGEC staff would recommend speaking with legal counsel regarding those other issues.

Aside from ORS 244.040, are there other restrictions on public officials using their positions to avoid personal financial harm?

Yes. If a public official or candidate is accused of workplace harassment and the alleged

harassment occurred while they held their position, ORS 244.049 prohibits them from using public money or money from a third party to make payments related to a [non-disclosure agreement](#). This restriction applies to any official or candidate for any elected state, county, district, or city office or position.

Statutes and Administrative Rules for the Prohibited Use of Office FAQ Section

- ORS 244.040(1), regarding prohibited use of office, generally
- ORS 244.040(2)(a), regarding the official compensation package exception to prohibited use of office

- ORS 244.040(2)(c), regarding the reimbursement of expenses exception to prohibited use of office
- ORS 244.049, regarding the prohibition on the use of public money for payments related to workplace harassment nondisclosure agreements
- OAR 199-008-0005(2), definition of “official duties”
- OAR 199-008-0005(3), definition of “official compensation package”
- OAR 199-008-0005(4), definition of “reimbursement of expenses”
- House Bill 4161 (2026), regarding the food and beverage exception to prohibited use of office

Private Employment of a Public Official

Ethics Law does not prevent a public official from having another job or owning a business. However, public officials who work for a business or who own or operate their own business must keep those interests separate from their public positions. This applies to all public officials, including elected public officials, public employees and volunteers.

Public officials must not:

- Use their position as a public official to create the opportunity for additional personal income
- Use a government entity's supplies, facilities, equipment, employees, records, or any other public resources for the business that they work for, operate, or own
- Engage in business interests or other employment activities on their government entity's time
- Use confidential information gained through their position as a public official to obtain a financial benefit for themselves

Accepting an Offer of Outside Employment or Financial Opportunity as a Public Official

Public officials may be presented with opportunities for other employment while serving as public officials. They may be asked to give a presentation for which they'll be paid,

may be recruited for a position at a private business, or may find a job opportunity they would like to take advantage of while still serving the public. Generally, Ethics Law does not prohibit a public official from accepting these offers of employment. However, if the job opportunity or offer of payment would not otherwise be available but for the public official's holding of the office or position, then the prohibited use of office or position provisions would prohibit accepting the public official from position or payment. Ethics Law requires the public official to ask themselves two questions:

- Would the opportunity be available to me if I did not hold my office or position as a public official?
- Did I take an official action or actions, as a public official, to create the opportunity?

If the answer to either one of the above questions is “yes,” then it is likely a prohibited use of office or position to accept the offer of employment.

Other Limitations on Outside Employment

This Guide only discusses the restrictions Ethics Law places on private employment. Other laws, rules, policies, procedures, or ordinances may apply. Public officials should seek guidance from their human resources representative, union representative, or legal counsel to find out if the jurisdiction they serve has any restrictions of their own.

Statutes and Administrative Rules for the Private Employment of a Public Official Section

- ORS 244.040(1), regarding prohibited use of office, generally

Private Employment Frequently Asked Questions

I am a board member for an irrigation district. My term is almost up. I'd like to apply for an open position as a member of the irrigation district's staff. Would that be prohibited under Ethics Law?

It depends. When a public official is looking to obtain employment, the public official has to ask themselves two questions: Is the job opportunity only available because of the person's position as a public official? Was the job opportunity created because of the position the public official holds? If the answer to either of these questions is yes, it is likely a prohibited use of office to accept the position.

When a public official considers whether the job opportunity is only available because of the person's position as a public official, they should consider:

- Was the position publicly posted?
- Was the position competitively recruited?
- Was the position only offered to the public official?

When a public official considers whether the job opportunity was created because of the position the public official holds, they should consider:

- Did the public official create the position while serving in their official capacity? How? When?
- Did the public official advocate for the position? How? When?

- Did the public official help to write the position description, job requirements, or other documents regarding the position that is currently available?

I am a board member for an irrigation district. My term is almost up. A company that has a contract with the irrigation district has offered me a job. Would accepting that position be prohibited under Ethics Law?

It depends. Again, when a public official is looking to obtain employment, the public official has to ask themselves two questions: Is the job opportunity only available because of the person's position as a public official? Was the job opportunity created because of the position the public official holds? Again, if the answer to either of those questions is yes, it is likely a prohibited use of office to accept the position.

The public official should consider whether the job opportunity is only available because of the person's position as a public official:

- Was the position publicly posted?
- Was the position competitively recruited?
- Was the position only offered to the public official?

In this example, the public official should also consider:

- Did the public official become aware of the position only because of the public official's role with the irrigation district?

- Did the public official, as an irrigation district board member, help to create the position that is open with the company?
- Did the contract with the irrigation district result in the creation of the position that is being offered?
- Is the position being offered to the public official because that public official voted for the company to have the contract with the irrigation district?

Prohibited use of office is not the only area of Ethics Law to be concerned about in this situation. The public official would also have to consider what role, if any, they played in authorizing the contract with the company. For more information, go to [page 89](#).

I am a public official, and I have been offered a paid speaking opportunity that is valued at over \$50. My previous experience includes public speaking and performing comedy at local clubs, but I was specifically offered this opportunity because I am a public official. Can I accept the paid speaking opportunity?

Based on the information provided, no, the public official would not be able to accept the paid speaking opportunity. That's because the paid speaking opportunity was offered to the public official because of their position as a public official.

If, however, the public official was offered the paid speaking opportunity because of their previous experience with public speaking and as a comedian, then the public official would be able to accept the paid speaking opportunity.

This example illustrates that a public official keeps their experience and can use their experience to obtain employment or other paid opportunities. Prohibited use of office violations occur when a public official uses their position as a public official to obtain employment or other paid opportunities.

Statutes and Administrative Rules for the Private Employment of a Public Official FAQ Section

- ORS 244.040(1), regarding prohibited use of office, generally

Employment of Former Public Officials

Most former public officials may work in the private sector with few restrictions. However, Ethics Law prohibits public officials from using their public positions to create employment opportunities for themselves in the private sector. This prohibition is not limited to the private sector; public officials are also prohibited from accepting positions with a public body if that public official played a role in creating the position with that public body.

Former public officials are prohibited from using or attempting to use confidential information gained through their position for anyone's personal gain.

Restrictions Applicable to Specific Positions

Ethics Law restricts the employment of some public officials when they are no longer serving their public body. There are different rules and different timelines for specific former public officials depending on the position they held. Each are discussed below.

State Agency Positions

The restrictions apply to the following state agency positions:

- Director of the Department of Consumer and Business Services
- Administrator of the Division of Financial Regulation
- Administrator of the Oregon Liquor and Cannabis Commission

- Director of the Oregon State Lottery
- Public Utility Commissioner

These positions are restricted in the following ways:

- For one year, the person who held those positions may not be employed by or financially benefit from a private employer in the same industry, activity, or occupation that their agency regulated.
- For two years, the person who held those positions may not be a lobbyist for, appear as a representative before, or otherwise attempt to influence their former agency.
- For two years, the person who held those positions may not disclose confidential information gained from their position.

Department of Justice

Ethics Law restricts the subsequent employment of the following Department of Justice positions:

- Deputy Attorneys General
- Assistant Attorneys General

These positions are restricted in the following ways:

- For two years, those who held these positions may not lobby the agencies they

formerly represented.

- For two years, those who held these positions may not or appear before the agencies they formerly represented.

State Treasury

Ethics Law restricts the subsequent employment of the following Oregon State Treasury positions:

- State Treasurer
- Deputy State Treasurer

These positions are restricted in the following ways:

- For one year, the person who held the position may not accept employment from or be retained by any private entity that negotiated or received a contract worth \$25,000 or more in a single year from the office of the State Treasurer or Oregon Investment Council, if the contract payment was made while the person was a treasurer.
- For one year, the person who held the position may not accept employment from or be retained by any private entity in which the Office of State Treasurer or the Oregon Investment Council invested \$50,000 or more in a single year if the investment occurred while the person was a treasurer.
- For one year, the person who held the position may not lobby for an investment

institution, manager, or consultant, or represent an investment institution, manager, or consultant before the office of the State Treasurer or the Oregon Investment Council.

Public Officials Who Invested Public Funds

Ethics Law restricts the subsequent employment of public officials who invested public funds.

These positions are restricted in the following ways:

- For two years, the person who held the position may not lobby or appear as a representative before the agency, board, or commission for which they invested public funds.
- For two years, the person who held the position may not influence or try to influence the agency, board, or commission.
- For two years, the person who held the position may not disclose confidential information gained through their position.

State Police

Ethics Law restricts the subsequent employment of any member of the State Police in a position responsible for supervising, directing, or administering programs related to Native American tribal gaming or the Oregon State Lottery.

These positions are restricted in the following ways:

- For one year, the person who held the position may not accept employment from or receive any financial gains related to gaming from the lottery or any Native American Tribe.
- For one year, the person who held the position may not accept employment from or receive any financial gains from a private employer that sells gaming products or services.
- For one year, the person who held the position may not try to influence the Department of State Police or disclose confidential information.

These restrictions do not apply to:

- Subsequent employment with the State Police
- Appointment as an Oregon State Lottery Commissioner or as a Tribal Gaming Commissioner
- Appointment as a regulatory agent for the Oregon State Lottery or Tribal Gaming
- Contracting with the Oregon State Lottery as a lottery game retailer
- Financial gains received from personal gaming activities

Members of the Legislature

Ethics Law restricts the subsequent employment of the following members of the

Legislative Assembly:

- Representative
- Senator

These positions are restricted in the following way:

- For one year, a person who has ceased being a member of the Legislative Assembly may not receive money or other consideration for lobbying as defined in ORS 171.725.

Restrictions Regarding Public Contracts

A former public official is also prohibited from directly benefiting from a public contract that was [authorized by](#) that public official for two years from the date the contract was authorized.

Authorized by is defined to mean if the public official performed a significant role in the selection of a contractor or the execution of the contract. A significant role can include any of the following:

- recommending approval
- signing the contract
- serving on a selection committee or team, or having the final authorizing authority for the contract

The former public official is restricted from financially benefiting from a public contract for two years after the date of authorization if they did either of the following:

- Authorized the contract individually as an employee of a public body
- Participated in the authorization of the contract as a member of a board, commission, council, bureau, committee, or other governing body

Statutes and Administrative Rules for the Restrictions Regarding Public Contracts Section

- ORS 244.040(4), regarding the prohibition on the use of confidential information by a former public official
- ORS 244.045(1), regarding post-employment restrictions for certain state agency positions
- ORS 244.045(2), regarding post-employment restrictions for certain Department of Justice positions
- ORS 244.045(3), regarding post-employment restrictions for certain State Treasury positions
- ORS 244.045(4), regarding post-employment restrictions for public officials who invested public funds
- ORS 244.045(5), regarding post-employment restrictions for certain State Police

positions

- ORS 244.045(6), regarding post-employment restrictions for members of the Legislative Assembly
- ORS 171.725(8), definition of “lobbying”
- ORS 244.047, regarding prohibitions on direct beneficial financial interest in a public contract
- OAR 199-008-0005(6), definition of “authorized by”

Employment of Former Public Officials Frequently Asked Questions

I am a board member of an irrigation district. My term is almost up. A company that has a contract with the irrigation district has offered me a job. Would accepting that position be prohibited under Ethics Law?

It depends. Public officials are prohibited from financially benefiting from a public contract for two years after the public official authorized the contract. The public official would have to consider what role they played, if any, in the selection of the company for the contract or the execution of the contract. The board member should consider:

- Did the board member sign the contract between the irrigation district and the company?
- Did the board member vote on the contract with the company?
- Did the board member recommend the company?

If the answer to any of the questions is “yes,” then the board member would be prohibited from financially benefiting from the contract between the irrigation district and the company. If the answer is no, then the board member would not be prohibited from benefiting from the contract between the irrigation district and the company. That’s because ORS 244.047(4) specifically states that the prohibition does not apply to individuals who were members of a board but who did not participate in the authorization of the contract.

If the answer is yes to any of the questions above, does that prohibit any

employment opportunity from the company? Not necessarily. The answer depends on the specific facts of the situation. Will the board member be working under the contract with the irrigation district? If not, then it may be ok for the board member to accept the position with the company. Will the board member receive any financial benefit as a result of the contract with the irrigation district, such as compensation, bonuses, benefits, etc.? If so, then the board member would be prohibited from accepting the position on those terms and conditions.

Statutes and Administrative Rules for the Employment of Former Public Officials FAQ Section

- ORS 244.040(1), regarding prohibited use of office, generally
- ORS 244.047, regarding direct beneficial financial interest in a public contract
- OAR 199-008-0005(6), definition of “authorized by”

Gifts

Ethics Law limits the value of gifts a public official can accept from certain people.

If the [source](#) of a gift has a [legislative or administrative interest](#) in the actions of the public official, the public official can only accept gifts from that source with a total value of \$50 or less in a calendar year. However, if the source of the gift does not have a legislative or administrative interest, there is no limit on the value of the gift or gifts that the public official can accept.

The restrictions on the value of gifts from a source with a legislative or administrative interest include gifts given to public officials, their relatives, or members of their household. To decide if a gift can be accepted with or without limit, the public official must know the source of the gift. Anonymous gifts cannot be accepted. The burden of knowing whether a gift can be accepted rests on the individual public official.

In analyzing whether an offer of a thing of value can be accepted, you want to ask four questions. We will analyze each question below.

- Does the thing of value being offered qualify as a gift under the Ethics Law?
- Is the gift being offered by a source that has given the public official other gifts valued in excess of \$50 in aggregate (including the value of the gift being offered) during the calendar year?
- Could the source of the gift be reasonably known to have a legislative or administrative interest in the public official's decisions or votes?

- Do any of the gift exceptions in ORS 244.020(7)(b) apply?

What is a Gift?

When Ethics Law uses the word gift, it means something of economic value given to a public official, a candidate, a relative, or a member of the household of the public official or candidate without valuable consideration of equivalent value, including the full or partial forgiveness of indebtedness, which is not extended to others who are not public officials or candidates or the relatives or members of the household of public officials or candidates on the same terms and conditions; or for valuable consideration less than that required from others who are not public officials or candidates.

In other words, a gift is something of economic value that is offered:

- A public official or candidate, their relatives, or members of their household
- Without cost, at a discount or as a forgiven debt, and
- Not offered to the general public on the same terms and conditions

Some things of economic value are given not only to public officials, but to other members of the public as well. They may include things like a discount given to both public officials and employees of private companies, or a raffle that is available for anyone to enter. Those items would not be considered gifts as defined in Ethics Law.

If the thing of value is not a gift as defined in Ethics Law, then the public official may generally accept it. If it does meet the definition of a gift, then the public official or candidate must then decide if the source of that gift has a legislative or administrative

interest, also known as an economic interest, in their official actions as a public official.

But what is the source of a gift? OGE defines the source of a gift as the person or entity that ultimately pays for the gift.

What it Means for a Source to Have a Legislative or Administrative Interest

Whether the source has a legislative or administrative interest is key to deciding if a public official or candidate can accept a gift from that source. If the source does not have a legislative or administrative interest or could not reasonably be known to have a legislative or administrative interest, then the public official may accept the gift, regardless of value.

A legislative or administrative interest means an economic interest, distinct from that of the general public, in:

- Any matter subject to the decision or vote of the public official acting in their official capacity as a public official, or
- Any matter that would be subject to the decision or vote of the candidate who, if elected, would be acting in the capacity of a public official.

The Commission's administrative rules define the word decision as it is used in the definition of legislative or administrative interest. A decision is defined as an act that commits the public body to a particular course of action within the public official's authority and that is connected to the source's economic interest. Importantly, the word decision does not mean a recommendation or work performed in an advisory capacity.

The phrase distinct from that of the general public means the decisions or votes of the

public official could financially affect the source of the gift in ways different from how they would financially impact the general public.

If a public official's votes or decisions could cause a financial gain or loss for the source of a gift, that source has an economic interest in that public official. That economic interest is "distinct from that of the general public" if the potential gain or loss is different from the financial impact the same votes or decisions would have for the general public.

Value of Gifts

If the public official determines that the source has an economic interest in their decisions and votes that is different from that of the general public, the public official must then determine the fair market value of the gift. Once the value is determined, the public official has to assess whether:

- They have accepted any other gifts from the source in the calendar year
- The value of the current gift, combined with the value of any other gifts given to the public official during the calendar year by the source, exceeds the \$50 limit

Each public official must decide individually whether they can accept a gift. Within the same public body, there may be some public officials who can accept unlimited gifts from a source and other public officials who would have limits on gifts from that same source. It will depend on the public official's role and whether they can make decisions that could economically impact the source of the gift. This means that there may be situations where gifts are offered to two public officials and one is allowed to accept it without limits, while the other public official may not be able to accept the gift at all or only with limits.

Statutes and Administrative Rules for the Gifts Section

- ORS 244.020(7)(a), definition of “gift”
- ORS 244.020(7)(b), exceptions to the definition of gift
- ORS 244.020(10), definition of “legislative or administrative interest”
- ORS 244.020(11), definition of “member of the household”
- ORS 244.020(15), definition of “public official”
- ORS 244.020(16), definition of “relative”
- ORS 244.025, regarding gift limits
- OAR 199-005-0003, regarding legislative or administrative interest and the definition of “decision”
- OAR 199-005-0005, regarding the value of gifts
- OAR 199-005-0030, regarding the source of a gift

Exceptions – What is Not Considered a Gift Under Ethics Law

ORS 244.040(2)(g) authorizes a public official to receive any item, regardless of value, that is expressly excluded from the definition of gift in ORS 244.020(7)(a). If the offer to pay for goods or services is excluded from the definition of gift in Ethics Law, a public official may accept the offer regardless of value. As noted above, discounts, prizes, raffles, and other benefits available to public officials and that are also available to others who are not public officials are not considered gifts. Other things are not considered gifts based on exclusions in ORS 244.020(7)(b).

ORS 244.020(7)(b) describes goods and services that public officials may be able to accept because they are not considered gifts. A public official or candidate may accept:

- Campaign contributions as defined in ORS 260.005
- Contributions to a legal expense trust fund created under ORS 244.209
- Gifts from their relatives or household members
- Unsolicited gifts of items such as tokens, plaques, trophies, and desk or wall mementos with a resale value of less than \$25
- Publications, subscriptions, or other informational material related to their duties
- Waivers or discounts for registration fees or materials related to continuing education or professional licensing requirements
- Cost of admission or food and beverage consumed by the public official or a

relative, household member, or staff member accompanying the public official if the public official is representing a government agency at a reception, meal, or meeting held by an organization

- Food or beverage at a reception where the food and beverage are a secondary part of the reception, and there was no cost for the food or beverage
- Travel-related expenses paid by another public official when travelling inside the state to an event related to the public official's office and the public official appears at the event in an official capacity
- Payment of reasonable travel expenses (transportation, lodging, and food or beverages) if a public official is scheduled to speak, make a presentation, participate on a panel, or represent a government agency at a convention, conference, fact-finding trip, or other meeting. The payment of expenses can only be accepted from:
 - A federal, state, or local government agency
 - A Native American Tribe
 - An organization to which an Oregon public body pays membership dues, or
 - A 501(c) nonprofit organization
- Payment of reasonable travel expenses (transportation, lodging, food or beverages) for themselves and their accompanying relative, household member,

or staff member, when the public official is representing their government agency at one of the following:

- An officially sanctioned trade promotion or fact-finding mission, or
 - An officially designated negotiation or economic development activity, if approved in advance
- Food and beverages when acting in an official capacity in the following situations:
 - In association with a financial transaction or business agreement between a government agency and another public body or a private entity. This includes the review, approval, or execution of documents or closing a borrowing or investment transaction
 - When the office of the State Treasurer is engaged in business related to a proposed investment or borrowing
 - When the office of the State Treasurer is meeting with a governance, advisory, or policymaking body of an entity in which the Treasurer's office has invested money
- Public officials or candidates, or their relatives or household members, may accept anything of economic value when:
 - The gift is part of the usual practice of the person's business, employment, or volunteer position with any non-profit or for-profit

business, and

- The gift does not relate to the person's official position or public office
- Public officials or candidates, or their relatives or members of their households, may accept entertainment if the entertainment is secondary to the purpose of the event
- Public officials, or their relatives or members of their household, may accept entertainment when the public official is officially representing a government agency for a ceremonial purpose
- Public school employees may accept payment of reasonable expenses for accompanying students on an educational trip

The Commission adopted administrative rules that clarify some of the gift exceptions listed above. Those administrative rules can be found in [Chapter 199, Division 5, Gifts](#). Some commonly referenced administrative rules include:

- The definition of entertainment and examples of what qualifies as entertainment
- The definition of fact-finding mission or trip
- Factors to determine whether paid expenses may be accepted for attendance at receptions, meals, or meetings pursuant to ORS 244.020(7)(b)(E)
- Clarification regarding the differences between expenses that can be accepted under ORS 244.020(7)(b)(F) and ORS 244.020(7)(b)(H), including information

on who and how an activity is officially designated or officially sanctioned

- The definition of usual and customary practice and examples of what may or may not meet the definition

Statutes and Administrative Rules for the Gift Exceptions Section

- ORS 244.020(7)(a), definition of “gift”
- ORS 244.020(7)(b), exceptions to the definition of gift, generally
- ORS 244.020(7)(b)(A), regarding campaign contributions as an exception to the definition of gift
- ORS 244.020(7)(b)(B), regarding gifts from relatives or household members as exceptions to the definition of gift
- ORS 244.020(7)(b)(C), regarding unsolicited tokens or awards of appreciation as exceptions to the definition of gift
- ORS 244.020(7)(b)(D), regarding informational material as exception to the definition of gift
- ORS 244.020(7)(b)(E), regarding expenses associated with receptions, meals or meetings as exceptions to the definition of gift
- ORS 244.020(7)(b)(F), regarding expenses associated with travel as exceptions

to the definition of gift

- ORS 244.020(7)(b)(G), regarding contributions to a legal expense trust fund as exceptions to the definition of gift
- ORS 244.020(7)(b)(H), regarding expenses associated with travel as exceptions to the definition of gift
- ORS 244.020(7)(b)(I), regarding food and beverage associated with certain events as exceptions to the definition of gift
- ORS 244.020(7)(b)(J), regarding waivers and discounts related to continuing education as exceptions to the definition of gift
- ORS 244.020(7)(b)(K), regarding expenses associated with travel as exceptions to the definition of gift
- ORS 244.020(7)(b)(L), regarding incidental food and beverage at a reception as exceptions to the definition of gift
- ORS 244.020(7)(b)(M), regarding incidental entertainment at an event as an exception to the definition of gift
- ORS 244.020(7)(b)(N), regarding entertainment during a ceremony as an exception to the definition of gift
- ORS 244.020(7)(b)(O), regarding things of economic value that are part of a usual or customary practice as exceptions to the definition of gift

- ORS 244.020(7)(b)(P), regarding expenses for educational public school trips as exceptions to the definition of gift
- ORS 244.040(2)(g), gifts as exception to prohibited use of office
- ORS 244.209, regarding the establishment of a legal expense trust fund
- ORS 260.005, regarding campaign contributions
- OAR 199-005-0001(1), definition of “entertainment”
- OAR 199-005-0001(2), definition of “fact-finding mission or trip”
- OAR 199-005-0001(3), definition of “incidental”
- OAR 199-005-0001(7), definition of “representing government”
- OAR 199-005-0001(8), definition of “reception”
- OAR 199-005-0003, regarding legislative or administrative interest and the definition of “decision”
- OAR 199-005-0005, regarding the value of gifts
- OAR 199-005-0015, regarding attendance at receptions, meals or meetings under ORS 244.020(7)(b)(E)
- OAR 199-005-0020, regarding gift exceptions in ORS 244.020(7)(b)(F) and (H)

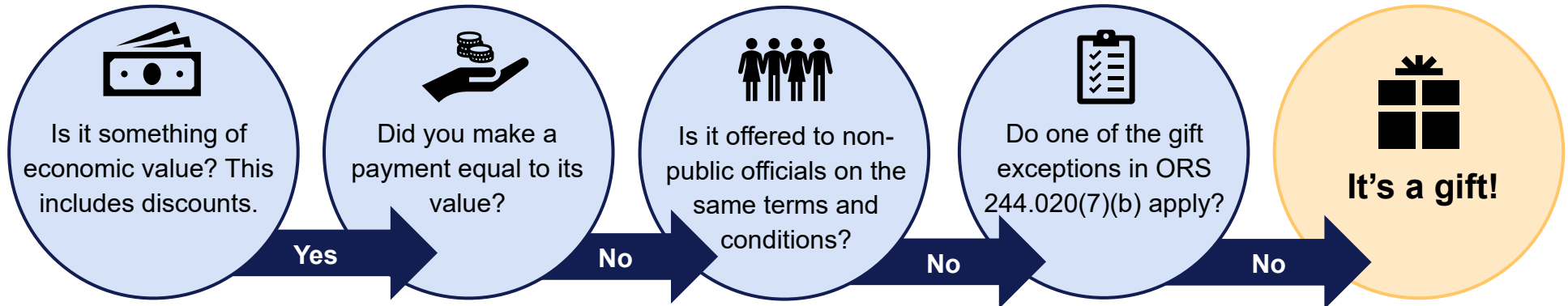
- OAR 199-005-0025, regarding entertainment permitted under ORS 244.020(7)(b)(M) and (N)
- OAR 199-005-0027, definition of “usual and customary practice”
- OAR 199-005-0030, regarding the source of a gift

Gifts Flowchart

1

Is it a gift?

The restrictions in ORS 244.025 limit gifts that can be accepted by a public official, candidate, a relative, or a household member of a public official or candidate. But first we need to know what counts as a gift under Ethics Law!



2

Does the source have a legislative or administrative interest?

Who is the source of the gift?

The source is the ultimate payer of the expense.
[OAR 199-005-0030].

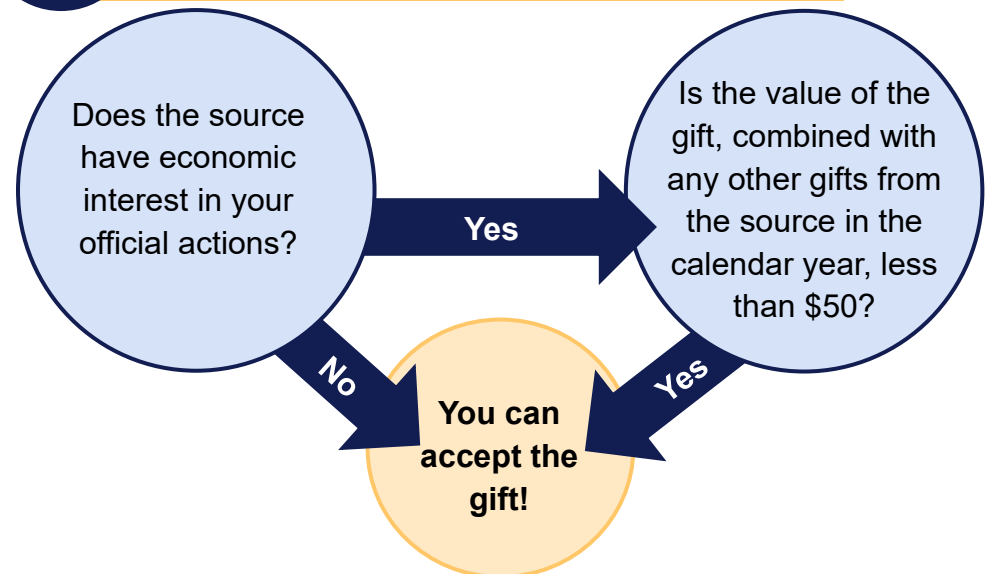
Does the source have a legislative or administrative interest?

Are you in a position where you could make a decision or vote?
Could those actions have an economic impact on the source of the gift that is distinct from the impact on the general public?

Also known as an **economic interest in your official actions**.

3

Can you accept the gift?



Gift Exceptions

Admission/Food/Beverage

(E): Representing government at reception, meal, or meeting

- Invited & paid for by organization
- Cannot be a private meal
- OAR 199-005-0015

(L): Food or beverage incidental to main purpose of event

- No cost to attendees
- OAR 199-005-0001(3)

Entertainment

(M): Incidental to main purpose of another event

- No personal participation (i.e. golf)
- Secondary to main event
- OAR 199-005-0025(1)

(N): Representing government for ceremonial purposes

- Invited by source of entertainment for related special occasion (ceremony)
- A staff member can join if they are performing official duties
- OAR 199-050-0025(2)

Food/Lodging/Travel

(F): Paid by tribe, government, 501(c)(3), or membership org which an Oregon public body pays dues

- Only for public official's expenses
- For attendance at convention, fact-finding mission, conference or meeting if speaking, presenting, participating, or representing government
- Expenses \$50+ reported on SEI
- OAR 199-005-0020

(H): Representing government in an officially sanctioned trade-promotion, fact-finding mission, economic development, or negotiations

- Expenses for public official and an accompanying relative, household member or staff member
- Written approval with receipt of expenses received in advance
- Expenses \$50+ reported on SEI
- OAR 199-005-0020

(K): Travel paid by one public official for another within Oregon

- To/from an event when participating in official capacity, only within Oregon

Customary Practice

(O): Gifts as usual/customary practice of private business

- Bears no relationship to public official's official positions
- OAR 199-005-0027

Award

(C): Unsolicited award of appreciation

- Plaque, trophy, desk or wall item, or similar
- Resale value must be < \$25
- Engraved items are valued at < \$25, unless raw material is worth more
- OAR 199-005-0010

Professional Licensing/Materials

(D): Information, publications, and subscriptions related to performance of recipient's official duties

(J): Continuing education expenses paid for professional licensing requirement

*This is not intended to substitute for review of law; select gift exceptions ((A), (B), (G), (I), & (P)) excluded.

Gifts Frequently Asked Questions

What are some examples of decisions or votes that are distinct from that of the general public?

Many votes or decisions have the same general economic effect on individuals, businesses, organizations, and the general public. Examples of decisions or votes that would impact the general public are changes to water usage rates, pet license fees, and parking violation fines.

On the other hand, some decisions or votes have a distinct economic impact on individuals, businesses, and groups. For example, private contractors have an economic interest in any public official who could award them contracts. The economic interest of the contractors is recognizably different from the economic interest of the general public.

Real estate developers would also have a distinct economic interest in any public official who could approve their land use applications or building permits. This economic interest would be different than the economic interest held by the general public in those decisions or votes.

Am I required to report gifts I receive to OGEC?

Generally speaking, no. Public officials are not required to file reports with OGEC detailing gifts received and the source of those gifts. A public official who is required to file a statement of economic interest (SEI) may be required to report the receipt of a gift on their SEI if it rises to a certain level of income. For more information on income reporting requirements for SEI filers, please review the [Statement of Economic Interest Filer Guide](#), which is updated annually.

I am an employee of a government agency. My spouse was recently diagnosed with an illness, and my co-workers want to start a GoFundMe to help with the medical expenses. Am I allowed to accept GoFundMe donations? If I can't accept the GoFundMe donations since I am a public official, can my spouse accept them?

It depends. Events like GoFundMe campaigns and the organization of meal support through companies like Meal Train present a challenge for public officials because anyone can contribute, and contributions can be made anonymously. Because public officials are required to analyze each gift to determine if they are permitted to accept it, a public official cannot accept anonymous donations.

Public officials cannot accept gifts from sources that have an economic interest in their decisions and votes, if the gift value, combined with the value of any other gifts from that source in the same calendar year, is valued at more than \$50. For each person who donates to the GoFundMe campaign, the public official will have to determine:

- The value of each individual donation
- Who the source of the donation is
- Whether the source of the donation has a legislative or administrative interest in the public official's decisions or votes

If the source does not have a legislative or administrative interest, then the public official may accept the donation regardless of value. If the source does have a legislative or administrative interest, then the public official will have to do all of the following:

- Calculate the fair market value of the donation
- Determine whether the public official has accepted any other gifts from that source during the calendar year and calculate the value of those other gifts
- Calculate whether the total of the current donation and any other gifts received throughout the calendar exceeds \$50

The same analysis that applies to public officials also applies to the public official's relatives and household members. If the public official is unable to accept the gift, then their relatives and their household members would not be able to accept the gift either.

I am a city councilor. I helped a city employee change a tire while they were stranded along the road. As a thank you, the city employee dropped off a huge gift basket containing various snacks, chocolates, and beverages at my office. I am certain the basket exceeds the \$50 gift limit I'm allowed to accept. What can I do?

The city employee has a legislative or administrative interest in the city councilor. That is because the city councilor approves the city's budget, which includes the city employee's salary and benefits.

When a public official receives a gift exceeding the \$50 gift limit from a source with a legislative or administrative interest, they can:

- Reject or return the gift

- Accept the gift on behalf of their public body, rather than individually, and then the public body can use or distribute the gift as it sees fit, including by donating the gift to a nonprofit

What responsibilities does the person giving a gift to a public official have?

Gift givers are not responsible for making sure public officials follow Ethics Law.

They should be willing to provide the public official with the name of the source of the gift and the value, but that is information the public official should also confirm on their own.

What responsibilities does a person or company who provides something that falls under a gift exclusion have?

While paid expenses may be allowed by ORS 244.020(7)(b)(F), ORS 244.100(1) requires the organization, government, tribe, or corporation paying those expenses to notify the public official in writing of the total value of the expenses if it is over \$50.

Any person who provides a public official with an honorarium must notify the public official if the honorarium's value is more than \$15.

Lobbyists, clients or employers of lobbyists, and others who give gifts or financial benefits to public officials should also be aware of requirements in ORS 171.725 through ORS 171.992 and Divisions 5 and 10 of Chapter 199 in the Oregon Administrative Rules. The [Guide to Lobbying in Oregon](#) can further explain these laws and rules.

Statutes and Administrative Rules for the Gifts FAQ Section

- ORS 244.020(7)(a), definition of “gift”
- ORS 244.020(7)(b), exceptions to the definition of gift, generally
- ORS 244.020(10), definition of “legislative or administrative interest”
- ORS 244.025, regarding gift limits
- ORS 244.042, regarding honoraria, generally
- ORS 244.060(3), regarding sources of income required to be reported on a statement of economic interest
- ORS 244.100(1), regarding statements of expenses for an event described in ORS 244.020(7)(b)(F)
- ORS 244.100(2), regarding notice of value of honoraria allowed under ORS 244.042
- OAR 199-005-0003, regarding legislative or administrative interest and the definition of “decision”
- OAR 199-005-0005, regarding the value of gifts
- OAR 199-005-0030, regarding the source of a gift

Nepotism

Generally, public officials may not participate in personnel actions, including interviews, discussions, or debates by their public body when the personnel action involves their relatives or household members. Personnel actions include:

- Appointments
- Employment
- Promotions
- Discharges
- Firings
- Demotions

This prohibition includes when the relative or household member is seeking to become a member of a governing body over which the public official exercises jurisdiction or control, even if that member would serve in an unpaid capacity. For example, if the Mayor's spouse was seeking an appointment to a position on the City's budget committee, the Mayor could not participate in actions related to their appointment including interviews, discussions, or debates.

If a public official complies with the conflict of interest requirements of Ethics Law, the public official may be able to participate in the employment actions listed above. But, in these situations, even if a public official properly discloses a conflict of interest, they

could still be found in violation of the prohibited use of office provisions in Ethics Law. For more information on examples of prohibited use of office, go to [page 62](#).

A public official is also prohibited from directly supervising a relative or member of a household. Direct supervision includes:

- Conducting performance reviews
- Approving leave or vacation time
- Recommending or approving pay changes
- Assigning shifts
- Approving overtime
- Authorizing or approving reimbursements or travel expenses
- Authorizing worksite assignments or teleworking

Statutes and Administrative Rules for the Nepotism Section

- ORS 244.020(11), definition of “member of the household”
- ORS 244.020(16), definition of “relative”
- ORS 244.177(1)(a), regarding prohibition on personnel actions for a relative or member of the household

- ORS 244.179(1), regarding prohibition on direct supervision of a relative or member of the household
- OAR 199-008-0008(3), examples of supervisory actions that would result in a prohibited use of office

Nepotism Exceptions

A public official may be involved in personnel matters regarding their relative or a household member in certain circumstances. Ethics Law addresses how a public official should navigate those situations.

Unpaid Volunteers

In most cases, if a public official has a relative or household member who is or has applied to be an unpaid volunteer, the public official may participate in any personnel action involving the relative or household member. This is because, as a volunteer, there is no financial benefit, detriment, or avoidance of financial harm.

This exception does not apply to all unpaid volunteers, though. As noted above, public officials may not participate in appointing a relative or household member to an unpaid position on the governing body of the public body that the public official serves or over which the public official has jurisdiction or control.

Generally, a public official can supervise their relative or a member of their household if the person is serving as an unpaid volunteer. However, if the unpaid volunteer is serving as a member of a governing body that the public official serves or over which the public official exercises jurisdiction or control, the public official is prohibited from

directly supervising their relative or household member.

Ministerial Acts

A public official whose duties include [ministerial acts](#) related to a relative's or household member's employment is allowed to perform those acts. Examples of ministerial acts include:

- Mailing or filing forms or correspondence
- Taking and relaying messages
- Scheduling appointments
- Preparing documents and minutes for public meetings

References

A public official may serve as a reference or give a recommendation for a relative who has applied for employment or promotion or who is subject to any personnel action.

Legislative Assembly

Public officials who are elected members of the Oregon Legislative Assembly are not prohibited from participating in employment actions, including supervision of their relatives or household members on their personal staff. Legislators who serve as caucus leaders or presiding officers are prohibited from participating in employment actions or supervising relatives or household members on their caucus or leadership staff.

Written Policies Adopted by the Public Body

Ethics Law allows a public body to adopt a policy that specifies when a public official may directly supervise a relative or household member in a paid position. The policy must meet all of the following requirements:

- Be in writing
- Be formally adopted by the public official's public body
- Comply with provisions of ORS Chapter 244
- Delegate to another person any task that would constitute a prohibited use of office for financial gain or a conflict of interest
- Provide a method that complies with ORS 244.120 to handle conflicts of interest when asked to take actions, or make decisions or recommendations about the financial interests of the relative or member of the household being supervised

Without such a policy, a public official may not directly supervise a relative or household member in a paid position.

Statutes and Administrative Rules for the Nepotism Exceptions Section

- ORS 244.120, regarding conflicts of interest, generally
- ORS 244.177(1)(b), regarding provision of a reference or a recommendation

- ORS 244.177(2), regarding personnel actions related to personal legislative staff
- ORS 244.177(3), regarding participation in personnel actions of unpaid volunteers and members of governing bodies
- ORS 244.179(3), regarding direct supervision of unpaid volunteers and members of governing bodies
- ORS 244.179(4), regarding policies addressing direct supervision of a relative or a member of the household
- OAR 199-008-0008, regarding policies addressing direct supervision of a relative or member of the household

Nepotism Frequently Asked Questions

Does Ethics Law prevent relatives from being employees of the same public body?

No. Public officials who are relatives can be employed by the same public body at the same time.

We have a vacant seat on the city council. One of our councilors is married, and their spouse wants to fill that vacant seat. Is that allowed?

Yes. Ethics Law does not prohibit spouses from serving on a governing body, like a county commission, together. Ethics Law issues could arise depending on how that vacancy is filled, though. If the county commission is appointing a person to fill the vacancy, the county commissioner would be prohibited from interviewing their spouse for the position, debating the merits of the spouse's appointment, voting to approve the spouse to fill the vacancy, or taking other official actions related to the appointment of their spouse to the position.

Can public officials supervise their relatives or household members?

It depends. Generally, public officials are prohibited from directly supervising relatives or household members who are serving in paid positions. There are some exceptions.

A public official may supervise a relative or household member serving as an unpaid volunteer, unless that volunteer position is as a member of the governing body of the public body.

Can a city councilor appoint their spouse to the city's budget committee since it's an unpaid position?

No. A city councilor is prohibited from appointing their spouse to an unpaid position as a member of a governing body of the public body a public official serves or over which the public official exercises jurisdiction or control.

Statutes and Administrative Rules for the Nepotism FAQ Section

- ORS 244.020(11), definition of “member of the household”
- ORS 244.020(16), definition of “relative”
- ORS 244.177(3)(b), regarding the prohibition of personnel actions relating to unpaid members of a governing body of a public body
- ORS 244.177(4), allowing a public body to take personnel actions related to a public official's relative or member of the household
- ORS 244.179, regarding supervision of relatives of member of the household, generally
- OAR 199-008-0008, regarding policies addressing direct supervision of a relative or member of the household

Legal Expense Trust Fund

The Commission can authorize a public official to create a legal expense trust fund to pay legal defense expenses for any civil, criminal, or other legal proceeding or investigation related to the public official's duties.

If a public official needs to establish a legal expense trust fund, they should review ORS 244.205 through ORS 244.221. These sections explain the rules related to this type of fund. OGE staff is available to explain the requirements of a legal expense trust fund and can help guide the process.

Process to Establish a Legal Expense Trust Fund

1. The public official submits an application to OGE. The information and documents required for the application are found in ORS 244.209.
2. The executive director reviews the application.
3. The matter is placed on the agenda for an upcoming Commission meeting.
4. The Commission reviews for compliance with statutory requirements and either approves or denies the application.
5. The public official is notified of the Commission's decision and advised on next steps.

Managing a Legal Expense Trust Fund

Once the Commission approves a legal expense trust fund:

1. The trustee must notify OGE staff regarding the establishment of an account at their financial institution.
2. The trustee must submit quarterly reports of the contributions and [expenditures](#) from the fund. Reports are due on the 15th of the month following each quarter.
 - a. Identify each person contributing an aggregate of \$75 or more.
 - b. Identify aggregate of sums of less than \$75.
 - c. Identify the amount and purpose of each expenditure.
3. The public official may only have one legal trust fund at any one time.
4. The public official may act as their own legal expense trust fund trustee.
5. Anyone may contribute to the legal expense trust fund, but contributions from a principal campaign committee are not allowed.
6. Funds must be maintained in a single account dedicated to the legal expense trust fund.
7. Monies in the legal expense trust fund cannot be used for any personal expenses.

Terminating a Legal Expense Trust Fund

- The fund may be terminated within six months after the legal proceeding for which it was established has concluded.
- When terminated, remaining funds must be returned to contributors proportionally.
- If the public official is awarded money in the legal proceedings for which the fund was created, the awarded money must be distributed in the following order:
 - Outstanding legal expenses
 - Proportionately to the fund contributors
 - To the public official or, if required by the trust agreement, to a 501(c) nonprofit organization

Statutes and Administrative Rules for the Legal Expense Trust Fund Section

- ORS 244.205, regarding the establishment of a legal expense trust fund
- ORS 244.207, regarding the use of legal expense trust fund money
- ORS 244.209, regarding legal expense trust fund applications
- ORS 244.209(5), regarding commission review of legal expense trust fund

applications

- ORS 244.211, regarding the responsibilities of the legal expense trust fund trustee
- ORS 244.213, regarding who may contribute to a legal expense trust fund
- ORS 244.215, regarding requirements of the legal expense trust fund account
- ORS 244.217, regarding required legal expense trust fund statements
- ORS 244.218, regarding legal expense trust fund statement filing deadlines
- ORS 244.219, regarding the termination of a legal expense trust fund
- ORS 244.221, regarding distribution of money upon the termination of a legal expense trust fund

Legal Expense Trust Fund Frequently Asked Questions

Once established, can the public official ask for funds to pay for the cost of a legal defense?

Yes. Asking for and accepting funds for a legal expense trust fund is an exception to the prohibited use of office rules. Also, contributions to a legal expense trust fund are excluded from the definition of gift as defined in Ethics Law.

Can the proceeds in a legal expense trust fund be used to pay for expenses that were incurred before the trust fund was established?

Yes. So long as the expenses, costs, or liabilities already incurred relate to the legal proceeding for which the trust fund was established, the trust fund may be used to pay for those expenses, costs, or liabilities.

Statutes and Administrative Rules for the Legal Expense Trust Fund FAQ Section

- ORS 244.020(7)(b)(G), regarding the legal expense trust fund exception to the definition of gift
- ORS 244.040(2)(h), regarding the legal expense trust fund exception to the prohibited use of office
- ORS 244.213, regarding who may contribute to a legal expense trust fund

Statement of Economic Interest

A Statement of Economic Interest (SEI) is an annual report that certain public officials are required to file. The SEI is filed electronically using OGEC's Electronic Filing System (EFS). The annual report requires public officials to disclose specific financial information from the prior calendar year. There are about 6,500 public officials who must file an SEI. Those public officials are identified in ORS 244.050. In general, public officials who hold the following positions are required to file an SEI:

- State public officials who hold elected or appointed executive, legislative, or judicial positions. This includes positions on certain boards or commissions.
- In counties, all elected officials, such as commissioners, assessors, surveyors, treasurers, and sheriffs. Planning commission members and the county's principal administrator must also file.
- In cities, all elected officials, the city manager or principal administrator, municipal judges, and planning commission members.
- Administrative and financial officers in school districts, education service districts, and community college districts.
- Some members of the board of directors for certain special districts must file.
- Candidates for some elected public offices.

Jurisdictional Contact (JC)

Each jurisdiction that has SEI filers (city, county, executive agency, board, or commission, etc.) has a person called a [jurisdictional contact](#) who communicates with OGEC about that jurisdiction's SEI filers and SEI reports.

The **jurisdictional contact (JC)** serves as the connection between OGEC and the SEI filers in the JC's jurisdiction. The JC gives OGEC the name, address, and email address of each public official who is required to file an SEI. When a public official resigns, is appointed, or elected, the JC updates their records in EFS.

In January of each year, the JC updates and verifies the required filers for their jurisdiction in EFS. A verified list must be confirmed in EFS by February 15 of each year.

Public officials can reach out to their JC for information on SEI filing requirements.

SEI Filer Assistance and Deadlines

Important Dates:

- March 15 – SEI Filing Period Begins
- April 15 – Deadline for Filing SEI

The SEI filing period begins on March 15. A public official required to file an SEI will not be able to access the report until March 15. When the SEI filing period opens, a notification email is sent to the email address on file with OGEC in EFS.

The deadline for filing the SEI is April 15. The start and end dates of the SEI filing period are mandated by law and are still in effect even if April 15 falls on a weekend or holiday. The deadline does NOT roll over to the next business day.

As with other parts of Ethics Law, it is each public official's own responsibility to make sure they submit their SEI by April 15. The JC should make sure each SEI filer knows the reporting requirements and shares information with SEI filers regarding the SEI filing deadline.

Filing Assistance

If a public official's email address changes between SEI filing periods, OGEC asks that the public official log in to their EFS account or contact OGEC staff so the contact information can be updated. Keeping contact information up to date helps make sure the public official is properly notified of future filing requirements.

OGEC offers filing resources: an SEI Filers Guide, SEI filer pre-recorded videos, and live webinars where an OGEC trainer walks through the filing process and answers questions. These resources can be found on the [SEI training page](#) of OGEC's website.

Penalties

It is important to submit SEIs on time. There are civil penalties for filing late. The late fees accrue at the following rates:

- \$10 per day for the first 14 days after the filing deadline, and
- \$50 each day after that

The maximum total penalty is \$5,000.

The penalties are applied to the public official's EFS account automatically. Once the SEI has been filed, penalties stop accruing.

If a public official accrues filing penalties, a request for a waiver or reduction of penalties may be submitted to the Commission for their consideration and vote. A public official interested in seeking a penalty waiver or reduction of penalties should reach out to OGEC staff for more information.

Statutes and Administrative Rules for Statement of Economic Interest Section

- ORS 244.020(17), definition of “statement of economic interest”
- ORS 244.050, regarding required SEI filers, generally
- ORS 244.060, regarding information required to be disclosed on an SEI, generally
- ORS 244.350(4)(a), regarding SEI filer penalties for late filing

SEI Frequently Asked Questions

I serve on multiple public bodies. Do I need to file multiple SEIs?

No. Only one SEI report is required each year. If you serve on multiple public bodies that require you to file an SEI, you will need to address each of those jurisdictions in the same report. For example, SEI filers are required to list all real property located within the geographical boundaries of the jurisdiction they serve. If the public official serves as an elected county surveyor in two counties, the public official would need to identify real property in both of the counties in which they serve as a county surveyor. For more information on specific SEI reporting requirements, please review ORS 244.060 or the SEI resources on the Commission's website.

Can my staff file my report on my behalf?

Public officials are responsible for all information provided on the SEI report, including information that was incorrectly entered into the report by another person. The SEI requires the SEI filer to certify under penalty of false affirmation that the information is true and correct. The SEI filer is then required to sign the electronic form.

How do I know if I have to file an SEI report?

You will receive an email from EFS asking you to create an account. This email will be sent to the email address provided by the JC for your jurisdiction. If you already have an account, you will simply be reminded to file the SEI annual report when the reporting period begins.

I filed my SEI, but I keep getting notifications from the system reminding me to

file. Why?

It is likely that you did not actually successfully submit the SEI. You should access your account and make sure the report is actually submitted. When an SEI is accurately submitted, you will receive a notification that the report was successfully filed, and you will be provided with a confirmation number. You can also reach out to OGEC staff for assistance.

Is my SEI available to the public?

Yes. The public can access any public official's SEIs through the Commission's website: [Electronic Filing System Oregon Government Ethics Commission - Public Records](#).

I filed my SEI on time, but after the filing period closed, I realized I forgot to include required information. What can I do?

You can amend an SEI report at any time by signing into your EFS account and selecting the report you need to update. You then choose to edit the report and add the additional information. There is no penalty for amending a previously filed SEI. You can amend an SEI more than once, if needed. If the amendment is based on a complaint that is submitted, the Commission may impose a civil penalty if it makes a finding of violation.

**Statutes and Administrative Rules for Statement of Economic Interest FAQ
Section**

- ORS 244.020(17), definition of "statement of economic interest"
- ORS 244.050, regarding required SEI filers, generally

- ORS 244.060, regarding information required to be disclosed on an SEI, generally
- ORS 244.350(4)(a), regarding SEI filer penalties for late filing
- OAR 199-020-0005, regarding jurisdictional contacts and related deadlines
- OAR 199-020-0008, regarding requests for exemption from SEI filing requirements
- OAR 199-020-0013, regarding SEI filer accounts in EFS
- OAR 199-020-0020, regarding SEI filing deadlines
- OAR 199-020-0023(2), regarding the definition of “total annual household income”
- OAR 199-020-0023(3), regarding beneficial financial interest in real property

Training

Education is at the heart of OGEC's mission, making training a top priority. The training team has one curriculum coordinator and four trainers who provide free training to public officials, their legal counsel, lobbyists, and the media. Several training types are offered, including:

- Live webinars
- Custom in-person and virtual sessions
- On-demand courses
- Guides and video tutorials

These training sessions focus on topics within each of the laws under OGEC's jurisdiction. Depending on the topic, the training sessions vary in length, from an hour in length for narrow topics to two and a half hours in length for training sessions that cover an entire law. Live webinars are held on a monthly basis for public officials to take as needed. In addition, the team provides customized in-person and hybrid trainings as requested. These trainings typically include:

- Presentations with polling
- Web-based training for hybrid sessions
- Helpful handouts
- Specific scenarios

- Time for questions
- Additional resources

To sign up for a monthly webinar or request a custom training, visit the [OGEC training webpage](#).

Membership organizations may provide their own training to their members. Individual government entities may offer training as well, such as state agencies, cities, or ports.

Statutes and Administrative Rules for the Training Section

- ORS 244.230, regarding continuing education of public officials

Advice

Providing public officials with information and tools to navigate Ethics Law is a priority for OGEc. Questions about the Commission's laws, administrative rules, and procedures are welcome. OGEc staff are trained to understand the laws and rules the Commission administers and enforces, are able to discuss how those laws and rules may apply to a specific situation, and can point public officials to relevant resources. Timely and accurate answers are a priority for staff. Advice can be requested:

- From the [advice and opinions page of OGEc's website](#)
- By phone at 503-378-5105
- By email at mail@ogec.oregon.gov

Types of Advice and Opinions

OGEc staff are able to provide advice and opinions on future events and hypothetical situations, but not on events that have already occurred. Advice can be provided by staff in many forms, including by phone, in person, and in writing, either by email or letter. Different types of advice are more formal than others, and depending on the type of advice, they offer certain [safe harbor](#) benefits to a public official who requested the advice and acted in accordance with that advice. Written staff advice is subject to public records requests but is not published on the Commission's website.

Staff Advice

Informal staff advice generally includes a restatement of the facts as the staff member

understands them, relevant laws and rules, and how those laws and rules may apply to the facts provided in the request for advice. If the advice is provided by email, it may also include links to relevant resources.

If a complaint is filed against a public official and the Commission finds the public official relied on OGEC staff advice, the Commission may consider that reliance before imposing any civil penalty.

Informational Letter Under the Signature of the Executive Director

An informational letter of advice restates the facts in the request and includes relevant statutes and rules. The informational letter discusses the Commission's interpretation of the law and rules and how they may apply to the facts presented. Informational letters are published on the Commission's website and are available to the public.

As with other staff advice, if a complaint is filed against a public official and the Commission finds that the public official violated Ethics Law while relying on that staff advice, the Commission may consider that reliance before imposing a civil penalty.

Staff Advisory Opinion

Ethics Law allows the executive director to issue a staff advisory opinion based on a written request. The staff advisory opinion is issued in a letter that restates the facts described in the request, lists the relevant statutes and rules, and discusses how the law applies to the questions asked or to the situation described in the request. Ethics Law requires that a staff advisory opinion be issued within 30 days of the request, unless the executive director extends the deadline by another 30 days. Staff advisory opinions are published on the Commission's website and are available to the public.

If a complaint is filed against a public official and the Commission finds that the public

official violated Ethics Law while relying on the staff advisory opinion, the Commission may only issue a written letter of education, rather than a civil penalty. For this safe harbor to apply, the request for advice must have included all relevant facts, with no misstatements or misrepresentations.

Commission Advisory Opinion

Ethics Law allows the Commission to issue Commission Advisory Opinions. Commission advisory opinions are drafted by OGE staff and reviewed by OGE legal counsel before being presented to the Commissioners at a public meeting. The Commission then votes on whether to adopt the Commission Advisory Opinion as written. A commission advisory opinion lists the relevant statutes and rules and discusses how the law applies to the questions asked or to the situation described in the request. It includes a more in-depth legal analysis of the laws within the Commission's jurisdiction than other types of advice issued by OGE staff. Commission advisory opinions are generally used to clarify the Commission's interpretations of statutes or rules, which may be useful to public officials and the broader public.

Ethics Law requires that the Commission respond to requests for a commission advisory opinion within 60 days, unless the Commission extends the deadline by another 60 days. If the commission advisory opinion is adopted by the Commission, it will be published on the Commission's website and will be available to the public.

If a complaint is filed against a public official and the Commission finds that the public official violated Ethics Law while relying on the Commission's Advisory Opinion, the Commission may not impose a civil penalty. For this safe harbor provision to apply, the request for the commission advisory must have included all relevant facts, with no misstatements or misrepresentations.

Statutes and Administrative Rules for the Advice Section

- ORS 244.280, regarding commission advisory opinions
- ORS 244.282, regarding staff advisory opinions
- ORS 244.284, regarding staff advice
- OAR 199-001-0030, regarding advisory opinions

Advice Frequently Asked Questions

A complaint was filed against me for allegedly violating Ethics Law, but I requested and received staff advice from OGE staff. Is the complaint automatically dismissed?

No. Requesting advice does not prevent someone from filing a complaint against a public official or prevent the Commission from determining that a violation of Ethics Law occurred. However, requesting and receiving advice from OGE staff may impact the penalty OGE staff recommends and the penalty the Commission imposes.

For the Commission to consider the advice request while determining a penalty, there are certain requirements that the public official must have met:

- The circumstances described in the request must not misrepresent, misstate, or leave out any facts.
- The public official must have followed the suggested actions in the advice or opinion.

I did not request my own advice, but I did review advice that was issued to another public official, and that was posted on the Commission's website. Will reliance on that advice impact the civil penalty imposed if the Commission finds I violated Ethics Law?

It depends. Advice and opinions are written to address the exact circumstances of each set of facts presented in a request for advice. Circumstances vary between situations and between public officials. It is important to remember that the law applies to the individual actions of the person or public official. Depending

on the circumstances of an event or transaction, the law may apply differently for one public official than for other public officials.

If a public official relies on advice provided to another public official because the situation seems similar, they must be sure that the laws apply to them in the same way. The Commission may consider the public official's reliance on the advice and the similarities in the circumstances when imposing a civil penalty.

If I request advice, is it available to the public?

Yes. Both written requests for advice and written responses to those requests are available to the public. Commission advisory opinions, staff advisory opinions, and informational letters under the executive director's signature are published on the [advice and opinions page](#) of the OGE's website. Other staff advice is not available on the Commission's website but would be released in response to a public records request.

Is it better to call for advice or request advice in writing?

It depends. Requesting written advice through the Commission's website is likely the best way to request advice because the option is available any time, day or night. Depending on the complexity of the question asked and the volume of advice requests, trainings, and cases, however, written requests may take more time.

If you have a situation that is coming up immediately, OGE staff recommends calling our offices to discuss the scenario. OGE staff are available Monday through Friday, 8 am to 5 pm.

Statutes and Administrative Rules for the Advice FAQ Section

- ORS 244.280, regarding commission advisory opinions
- ORS 244.282, regarding staff advisory opinions
- ORS 244.284, regarding staff advice
- OAR 199-001-0030, regarding advisory opinions

Compliance & Enforcement

Reports Required to be Filed with the Commission

Ethics Law requires certain public officials to submit reports to the Commission. These reports are submitted through EFS and are available to view on OGE's website. OGE staff are available by telephone or email to answer questions about registration and filing requirements and procedures.

Statements of Economic Interest

As previously discussed, Statements of Economic Interest (SEI) are required to be filed by approximately 6,500 public officials and must be filed by April 15 each year. For more information on requirements related to SEIs, please review OGE's [Statement of Economic Interest webpage](#).

Lobbyists Reports and Client/Employer Reports

Many public officials meet the definition of lobbyists in ORS 171.725. Specifically, many state agency heads and executive personnel are lobbyists because they meet with legislators to advocate for changes to laws within their agency's jurisdiction, and they testify at hearings regarding proposed legislation or their agency's budget. Public officials who meet the definition of a lobbyist may be required to register with the Commission. Lobbyists must renew their lobbying registrations every two years. Registered lobbyists, and their clients or employers, must file a lobbying activity expenditure reports every quarter. For more information on who is considered a lobbyist, as well as lobbyist registration and reporting requirements, please review OGE's [Lobbying Registrations webpage](#).

Legal Expense Trust Funds

Public officials who have established legal expense trust funds are required to report contributions and expenditures from the trust fund quarterly. For more information on legal expense trust funds and reporting requirements, please review OGEC's [Legal Expense Trust Fund webpage](#).

Complaints Against Public Officials

If an individual believes a public official has violated Ethics Law, that person can submit a complaint to the Commission. Complaints must contain all of the following information:

- The name of the public official who is believed to have violated Ethics Law
- The name and contact information of the person filing the complaint
- The signature of the person filing the complaint, either ink or electronic
- The facts the person believes resulted in a violation of Ethics Law
- The official action taken by the public official allegedly resulting in a violation of Ethics Law
- The jurisdiction the public official serves
- The date the alleged violation occurred

All of the information listed above is required to determine if a complaint falls within the Commission's jurisdiction. Complaints that fall within the Commission's jurisdiction are

limited to alleged Ethics Law violations by a public official that occurred within 4 years of the date the complaint was filed. If a complaint does not include the required information, does not include the name or signature of the person filing the complaint, or does not fall within the Commission's jurisdiction, Commission staff will inform the person who filed the complaint that a case will not be opened and will explain the reasons why. Complainants are encouraged to resubmit complaints that appear to fall within the Commission's jurisdiction but originally failed to include adequate information to make a jurisdictional determination.

Complaints can be filed online using the [Complaint Form](#) on the OGE's website, or they can be mailed to the OGE's office. OGE cannot accept anonymous complaints.

The person who submits a complaint is referred to as a complainant. While the complainant brings the complaint to OGE's attention, OGE is not adjudicating their rights. The complainant is not a party to OGE's action and does not have any rights to appear, testify, or appeal OGE's final action.

Occasionally, Commissioners or OGE staff learn of alleged Ethics Law violations, including through newspaper articles or while investigating other public officials. In those situations, the Commission can initiate a case through their own motion. The own motion requires approval by a majority of the Commission. The own motion is discussed during an executive session. If the Commission is going to consider an own motion against a public official, the public official who is the subject of the own motion is notified and invited to attend the Commission meeting.

Complaints that Become Cases

If a complaint falls within OGE's jurisdiction and contains all of the required information, a case is required to be opened within two days of the complaint being

filed. The first step in the process is called the preliminary review phase.

Preliminary Review Phase

The preliminary review phase is limited to 60 days. It begins on the date the complaint was filed and ends on the date OGEC's executive director signs the preliminary review report. The public official named in the complaint is called the respondent. The respondent is:

- Notified that a complaint has been filed against them
- Given a copy of the complaint, including any evidence submitted with the complaint
- Provided the name of the person who submitted the complaint (the complainant)
- Given information about the preliminary review process
- Provided with the name and contact information of the investigator assigned to their case

The complainant is also notified that a case has been opened and is provided with information on the preliminary review process, and provided with the name of the investigator assigned to the case.

During the preliminary review phase, OGEC investigators collect information regarding the alleged violations. OGEC staff may collect and review documents, submit public records requests, interview witnesses, and conduct research. The information collected is compiled in a preliminary review report and analyzed to determine whether there is a substantial objective basis to believe that a violation of Ethics Law may have occurred.

The preliminary review report includes recommendations regarding whether alleged violations should be moved to an investigation or should be dismissed. The preliminary review report is reviewed by DOJ legal counsel and approved by the executive director.

The preliminary review report is provided to the Commission and the respondent approximately 10 days before the public meeting at which the preliminary review report will be considered. During an executive session, the Commission hears a summary of the allegations, evidence collected, and OGE staff's recommendations. The respondent is offered an opportunity to make a statement to the Commission. The Commission may ask questions of OGE staff, the respondent, or their legal counsel. The Commission then votes whether to move the case to investigation or to dismiss the case:

- If the Commission votes that there is not a substantial objective basis to believe a violation may have occurred, the matter is concluded and a final order dismissing the case is issued.
- If the Commission votes that there is a substantial objective basis to believe that a violation may have occurred, the case moves to the investigation phase.

In the preliminary review phase, Commissioners and OGE staff cannot publicly comment on any case except to acknowledge receiving a complaint against a specific individual. The information about the facts and the alleged violations is kept confidential until the Commission votes on whether to dismiss the case or to move the case to investigation. The video and audio of the Commission's executive session are published on the Commission's website following the conclusion of the public meeting.

Investigation Phase

The investigation phase begins on the date the Commission votes to move the case to investigation and is limited to 180 days.

During the investigation phase, OGEC investigators may collect additional information related to the alleged violations identified in the preliminary review report. Before the end of the investigation phase, Commission staff are required to bring the case before the Commission during the public session portion of a public meeting and present the Commission with one of the following:

- An investigation report which recommends preliminary findings of violation because Commission staff believes there is a preponderance of the evidence that the public official violated Ethics Law.
- An investigation report which recommends that the case be dismissed because Commission staff does not believe there is a preponderance of evidence that the public official violated Ethics Law.
- A stipulated final order negotiated by OGEC staff and the respondent. The stipulated final order includes statements of fact, applicable laws, an acknowledgement that a violation of the law occurred, and the terms of the settlement, including the sanction or civil penalty imposed.

The Commission considers the investigation report or the stipulated final order in the public session portion of its meeting. If the Commission votes to approve a stipulated final order or an investigation report that recommends the case be dismissed, the case is concluded.

If the Commission considers the results of the investigation and votes that there is a preponderance of evidence to believe a violation of Ethics Law occurred, the

Commission makes a preliminary finding of violation and moves the case to a contested case proceeding or a negotiated settlement.

There are limited situations in which the investigation phase may be extended beyond the 180-day time period:

- A criminal complaint has been filed against the public official for conduct that is the same or related to the conduct alleged in the complaint.
- A court issues an order ending the Commission's investigation.
- The Commission votes to extend the investigatory phase by 30 days.
- The respondent and OGEC staff agree, and the executive director approves, a time waiver to negotiate a stipulated final order.

Contested Case Hearing

If the Commission makes a preliminary finding of violation, the next step is a contested case hearing. Commission staff will provide the respondent with all of the following:

- A statement of a party's right to a hearing, including the timeline and the procedure for requesting a contested case hearing
- A statement of the authority and jurisdiction for the hearing
- A reference to sections of statutes and rules that apply
- A statement of the matters asserted

- A statement explaining whether and how a default order can be entered, and
- A statement that active service members have a right to stay proceedings and where to find more information

If the public official requests a hearing, the case will be assigned to an administrative law judge. Once the hearing is held, the administrative law judge will prepare and provide a proposed order including recommended findings of fact and conclusions of law. The administrative law judge's recommendations and a proposed order is then scheduled for a public meeting of the Commission for final action.

At any time during the investigation phase or after a preliminary finding of violation, the respondent and OGEC staff can negotiate a settlement. Most cases before the Commission are resolved through a negotiated settlement, with the terms of the agreement outlined in a Stipulated Final Order. The Stipulated Final Order is presented to the Commission for approval.

Penalties

There are a variety of sanctions the Commission can impose after finding a violation has occurred. Sanctions range from letters of education, reprimand, or explanation, to civil penalties. Monetary sanctions go into the State of Oregon General Fund.

To determine the applicable penalties, Commission staff reviews what is commonly referred to as the penalty matrix, which is in the OGEC's Administrative Rules. The first part of the penalty matrix, Table A, lists factors that OGEC staff and the Commission may consider as mitigating or aggravating. Examples of aggravating factors include the number of violations, the number of prior violations, a criminal conviction, and the length

of time the actions occurred. Mitigating factors include cooperation to resolve the matter, whether advice was sought and from whom, and whether actions were taken to prevent future violations, such as taking training offered by OGEC staff. The points from Table A are totaled and applied to Table B to determine the type of penalty to be imposed and the amount of the penalty to be imposed.

The maximum civil penalty for each violation of Ethics Law is \$5,000, except for violations of ORS 244.045 and willful violations of ORS 244.040.

- The maximum penalty for violations of ORS 244.045 (regulation of subsequent employment) is \$25,000.
- The maximum penalty for willful violations of ORS 244.040 (the prohibited use of position or office provision) is \$10,000.

There may be an additional civil penalty of twice the amount a respondent gained from a violation.

Statutes and Administrative Rules for the Compliance & Enforcement Section

- ORS 171.725(8), definition of “lobbying”
- ORS 171.725(9), definition of “lobbyists”
- ORS 171.740, regarding lobbyist registration requirements
- ORS 171.745, regarding statements required to be filed by lobbyists
- ORS 171.750, regarding statements required to be filed by lobbyist employers

- ORS 244.040(1), regarding prohibited use of office, generally
- ORS 244.040(2)(a), regarding official compensation package exception to prohibited use of office
- ORS 244.045, regarding regulation of subsequent employment, generally
- ORS 244.050, regarding SEI filers and filing deadlines
- ORS 244.217, regarding required legal expense trust fund statements
- ORS 244.260(1)(a), regarding information required for complaints filed with OGEC
- ORS 244.260(1)(b), regarding the Commission's own motion authority
- ORS 244.260(2)(a), regarding case opening requirements
- ORS 244.260(2)(b), regarding notice of own motions
- ORS 244.260(4), regarding the preliminary review phase
- ORS 244.260(5), regarding actions by the Commission following preliminary review
- ORS 244.260(6), regarding the investigation phase
- ORS 244.260(9), regarding contested case hearings

- ORS 244.260(10), regarding the Commission’s jurisdiction
- ORS 244.260(12), regarding negotiated settlements
- ORS 244.290(6), regarding documents publicly available on the OGEC website
- ORS 244.350, regarding sanctions and civil penalties
- OAR 199-008-0005, definition of “official compensation package”
- OAR 199-008-0015, regarding sanctions and penalties
- OAR 199-008-0020, regarding negotiated settlements through stipulated final orders

Compliance and Enforcement Frequently Asked Questions

Do I need an attorney to represent me if a case is filed against me with the Commission?

No. A public official may have an attorney represent them during the Commission's case proceedings, but is not required to do so.

I am a member of a fire district board, and an ethics complaint has been filed against me. The fire district has an attorney that we use for fire district matters. Can the fire district's attorney represent me in my case with the Commission?

It depends. Complaints filed against public officials are filed against them in their individual capacities. As a result, public officials cannot use their public body's resources to address a case opened by the Commission. Those resources may include, but are not limited to, the public body's attorney or the public body's money. If the public official used the public body's resources for their personal matter, it would be a prohibited use of office - the public official is avoiding the financial cost of hiring their own attorney, a benefit that is only available to the public official because of the position they hold.

There is an exception to this prohibition if the public body has a policy that makes the use of the public body's attorney part of the public official's official compensation package. For more information on prohibited uses of office, go to [page 62](#).

While the fire district's attorney is not permitted to represent the public official in a case opened by the Commission, the attorney could submit information on behalf of the fire district itself. This may include information or evidence that would be relevant to OGE staff's review of the case. However, making legal arguments

on behalf of the public official would be prohibited. The Commission issued Staff Advisory Opinion 23-256S regarding how a public body's legal counsel may or may not be involved in a public official's case.

I am a public official, and I resolved my case through a stipulated final order. The stipulated final order includes a civil penalty. Can my agency pay that civil penalty for me?

No. A current or former public official is prohibited from using public monies from a public body to pay a civil penalty imposed by the Commission.

Can the Commission vote to remove a public official from office?

No. The Commission does not have the power to remove a public official from office. The Commission also does not have the power to undo a decision made or an action taken by a public official. Penalties that the Commission can impose range from letters of education to financial penalties dependent on the number of violations and the severity of those violations.

If the Commission finds that a public official has violated Ethics Law, the Commission staff is required to notify the public body that the public official serves. If the Commission finds that an appointed public official violated the Ethics Law with intentional disregard of the law or willful misconduct, the Commission's finding may be used by another public body as prima facie evidence of unfitness where removal is authorized for cause either by law or the Oregon Constitution.

Are complaints filed with OGEK confidential?

It depends. Eventually, all complaints will become public. This includes the name of the person who filed the complaint, their contact information, the complaint itself, and

any information or documents that are included with or attached to the complaint.

- If a complaint is filed and it does not fall within the Commission's jurisdiction, the complaint is not confidential.
- If a complaint is filed and a case is opened, the complaint remains confidential through the preliminary review phase and is only available to the public once the Commission votes to dismiss the case or to move the case to investigation. It is important to note that the complaint is provided to the public official at the time the case is opened.

Statutes and Administrative Rules for the Compliance & Enforcement FAQ Section

- ORS 244.040(1), regarding prohibited use of office, generally
- ORS 244.040(2)(a), regarding official compensation package exception to prohibited use of office
- ORS 244.040(7), regarding the prohibition on using public money to pay civil penalties imposed by the Commission
- ORS 244.260(4), regarding the preliminary review phase
- ORS 244.270(2) regarding notice of violations to a public body
- ORS 244.350, regarding sanctions and civil penalties

- OAR 199-008-0005, definition of “official compensation package”
- OAR 199-008-0015, regarding sanctions and penalties
- OAR 199-008-0020, regarding negotiated settlements through stipulated final order

Glossary

This glossary defines the terms used in this guide.

Agent

Any individual performing governmental functions. Governmental functions are services provided on behalf of the government as distinguished from services provided to the government. This may include private contractors and volunteers, depending on the circumstances.

Authorized by

A public contract is **authorized by** a public official if the public official performed a significant role in the selection of a contractor or the execution of the contract.

Business

Any legal entity (such as corporations, partnerships, franchises, organizations, self-employed individuals, etc.) operated for economic gain. A **business** does not include:

- A government entity or public body, such as state government, local governments, or special government bodies
- 501(c) corporations with which the public official or their relative is associated only as a member, or on the board of directors, or in an unpaid capacity

Business With Which a Person is Associated

May include (a) a private business or closely held corporation or (b) a publicly traded corporation. For public officials required to file SEIs, any business listed as a source of income on their SEIs is also a **business with which they are associated**.

Conflict of Interest (COI)

A COI occurs when a public official makes a decision or recommendation, or takes action, in their official capacity, that would (actual conflict of interest) or could (potential conflict of interest) result in a financial benefit or detriment for the public official, their relatives, or any business with which they or their relatives are associated.

Decision

Exercise of a public official's authority to commit the public body to a course of action.

Expenditure

The act of spending funds; an amount of money spent.

Financial Benefit

The monetary gains obtained from a particular action, decision, or situation.

Gift

Something of economic value given to a public official, a candidate, or their relative or household member without payment or consideration of equal value, and that is not

offered to others on the same terms and conditions.

Governing Body

Two or more members of a public body with the authority to make decisions for or recommendations to a public body on policy or administration.

Honorarium

A payment of something of economic value given to a public official in exchange for services (such as a speech) for which custom or propriety prevents the setting of a price. A public official may not solicit or receive an honorarium for services provided in connection with their official duties.

Household Member or Member of the Household

Any person who shares a residence with a public official or candidate.

Income

Income of any nature from any source, including, but not limited to, any salary, wage, advance, payment, dividend, interest, rent, honorarium, return of capital, forgiveness of debt, or anything of economic value.

Jurisdiction

The scope of authority to make legal decisions, adjudicate cases, and issue orders.

Jurisdictional Contact (JC)

A liaison between OGEC staff and the SEI filers in the JC's jurisdiction. JCs have separate responsibilities from SEI filers, although JCs can also be SEI filers.

Legislative or Administrative Interest

An economic interest, distinct from that of the general public, in any matter subject to the decisions or votes of the public official acting in their official capacity.

Ministerial Acts

Actions performed by a government employee that follow established procedures or instructions from a superior, without exercising any individual judgment.

Nepotism

Employment decisions that affect a relative or household member.

Non-Disclosure Agreement (NDA)

A legally binding contract in which one or more parties agree not to share information with others.

Official Action

Any decision, action, or inaction taken on a question, matter, or case that involves a formal exercise of governmental power within the public body's jurisdiction. This could include approving an application, making a recommendation about a request for

proposal, or deciding not to act on a certain issue.

Official Compensation Package

Includes wages and other benefits provided to a public official by their public body employer. The wages and benefits must have been formally approved by the public body, such as through a union contract, employment contract, or other adopted personnel policies.

Policy

A formal, written statement of an organization's standards.

Political Subdivisions

Units of government created by and under the authority of a higher government. For example, if a state is divided into counties, the counties are political subdivisions of the state.

Post-Secondary Institution

A public university listed in ORS 352.002; a community college operated under ORS 341; the Oregon Health and Science University; or an Oregon-based, generally accredited, not-for-profit institution of higher education.

Prohibited Use of Office or Position

Occurs when a public official uses or attempts to use their office or position to obtain a

financial gain or avoid a financial detriment for themselves, their relatives or household members, or any businesses with which any of them are associated, and if the opportunity for that financial gain/avoidance of financial detriment would not otherwise be available but for the fact that the public official holds their office or position.

Public Body

Any state, local, or special government body. Generally, when used in Ethics Law, it is defined under ORS 174.109.

Public Official

Any person who is serving the State of Oregon, any of its political subdivisions, or any other public body as an elected official, appointed official, employee, or agent, regardless of whether the person is paid for the service. This includes the First Partner.

Recommendation

Advice or suggestion.

Reimbursement of Expenses

A public body repays a public official for goods or services the public official paid for while performing their official duties. All reimbursements must meet the requirements of applicable laws and policies.

Relative

Includes a public official's spouse, or the child, son-in-law/daughter-in-law, parent/stepparent, and sibling/stepsibling of the public official or their spouse. A relative also includes anyone for whom the public official has a legal support obligation, anyone receiving benefits from the public official's public employment, and anyone from whom the public official receives a benefit of employment.

Safe Harbor

As it relates to OGEC, safe harbor limits the penalties or sanctions that can be imposed by the Commission if they determine that a violation of the law occurred. Safe harbor does not mean a person is protected from complaints being filed against them. Requesting and relying on Commission or staff advice or opinions may offer some protection during the penalty phase, after the Commission has determined if a violation occurred.

Sanction

A formal method of penalizing someone for something.

Statement of Economic Interest (SEI)

The SEI is an annual report that discloses specific financial sources. This promotes transparency for the public.

ORS 244.050 lists the public officials required to file SEIs. ORS 244.060, 244.070, and 244.090 list the information required to be reported in an SEI.

Source

The ultimate payer of a gift.

Policy 509 attachment - Hand Pay Request Form.pdf



HAND PAY REQUEST

This form represents a request for a check to be issued outside the weekly accounts payable procedure. This Hand Pay Request Form is to be completed and attached to the front of the payable. Information to be completed on the form needs to include the reason for the request, the reason for urgency, and when the payment needs to be made. The form must be signed by the person requesting the hand pay, their Department Head, and the Chief Financial Officer. *See Policy 509*

PLEASE NOTE THAT FOR EACH HAND PAY REQUEST A CHARGE OF \$25.00 WILL BE ASSESSED TO THE DEPARTMENT USING OBJECT CODE 57804. When the payable with hand pay request is complete, please return it directly to the Finance Department for processing.

Why are you requesting a Hand Pay? _____

Why is this payable urgent for payment? _____

When does the payment need to be made? _____

Which Department will be assessed the fee? _____

<i>Debit Account</i>	<i>Credit Account</i>	<i>Description</i>	<i>Invoice #</i>
_____ -57804	2517-57804	Hand Pay Fee	<i>FINyymmdd</i>

Hand Pay Requested By _____ Date _____

Department Head _____ Date _____

Chief Financial Officer _____ Date _____

Policy 305 attachment - Incident Report.pdf

INCIDENT REPORT
(Fact finding, Not Fault Finding)
(Please print)

Injured Worker _____

Occupation/Department _____/_____

Where Injury Occurred _____ Date/Time ____/____/____ ____AM/PM

Type of Injury _____

Treatment: None _____ First Aid _____ Doctor _____ Hospital _____
(NEED 801) (NEED 801)

Witnesses _____

Describe Incident/Injury _____

Identify cause; rule violation, work habit, etc _____

Caused by faulty equipment? If so, identify _____

Did previous injury/condition of worker contribute? Explain _____

If incident was caused by a person not employed by us, who?

Name _____ Phone _____

Address _____

Action taken to prevent similar occurrence _____

_____ Target date for completion ____/____/____

Date ____/____/____

Supervisor's Signature

**Policy 342 attachment - 1 Certification
for Serious Health Condition for
Employee and Family Member.pdf**

HEALTH CARE PROVIDER CERTIFICATION FOR SERIOUS HEALTH CONDITION

This optional form is designed to help determine if an employee is eligible for leave under either or both the federal **Family and Medical Leave Act (FMLA)** and/or the **Oregon Family Leave Act (OFLA)**.

▲ Indicates that an affirmative answer to this question is *not required* for OFLA or concurrent OFLA & FMLA leave.

* Indicates categories that qualify as OFLA leave *only*.

Employers are *not required* to use this form in order to designate leave as OFLA or FMLA protected.

Information sought on this form relates only to the condition for which the employee is taking leave.

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) *and the Oregon Family Leave Act (OFLA)* provide that an employer may require an employee seeking FMLA/OFLA protections because of a need for leave to care for a covered family member with a serious health condition or *because of a need for leave due to employee's own serious health condition* to submit a medical certification issued by the health care provider of the covered family member *or a medical certification issued by the employee's own health care provider, whichever is appropriate*. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees' family members, created for FMLA purposes as **CONFIDENTIAL** medical records in separate files/records from the usual personnel files, 29 C.F.R. § 825.500(g), and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies. This also applies to OFLA. ORS 659A.186(2); ORS 659A.136.

Employer name: Umatilla County

Employer contact: Stephanie Barnett, Phone: (541) 278-6206 Fax: (541) 278-6374

If this form is being completed for employee's own serious health condition, please also provide the following information:

Employee's job title: _____

Regular work schedule: _____

Employee's essential job functions:

Check if job description is attached: ☒

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to *patient's* (your own or your covered family member's) health care provider. FMLA/OFLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA/OFLA leave due to your own or your covered family member's serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA/OFLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in delay or denial of FMLA protection. 29 C.F.R. § 825.313. Your employer must give you 15 calendar days to return this form. 29 C.F.R. § 825.305(b), OAR 839-009-0260(4).

Employee's Name: _____

Patient's Name (if different from employee): _____

If patient is a child, date of birth (mm/dd/yyyy): ____/____/____

Patient's Relationship to Employee (if employee is not the patient):

☐ Spouse, or	☐ (*OFLA only) Same-gender Domestic Partner
☐ Parent, or	☐ (*OFLA only) Parent-in-law, or
	☐ (*OFLA only) Parent of employee's same-gender Domestic Partner
☐ Child, or	☐ (*OFLA only) Child of employee's same-gender Domestic Partner
☐ Employee <u>is currently</u> <i>in loco parentis</i> (see definition below) to patient who is under age 18 or incapable of self-care due to disability. (Employee has financial or day-to-day responsibility for care of the patient – covered by OFLA and FMLA)	
☐ (*OFLA only) Employee <u>was</u> <i>in loco parentis</i> to patient. (Employee had financial or day-to-day responsibility for care of the patient when the patient was under 18 – OFLA only)	
☐ Patient was <i>in loco parentis</i> to employee (Patient had financial or day-to-day responsibility for care of the employee <i>when employee was under 18</i>)	
☐ Grandparent (*OFLA only)	
☐ Grandchild (*OFLA only)	

“*In loco parentis*” means in the place of a parent, having financial or day-to-day responsibility for the care of a child. A legal or biological relationship is not required.

☐ (*OFLA only) Check here if requesting “Sick Child Leave”, which is available under OFLA for a child's non-serious health condition. (Completion of this form is only necessary *after* a 3rd occurrence of using Sick Child Leave during a “leave year”.)

Employee Signature: _____

SECTION III : For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: Either your patient has requested leave under the FMLA/OFLA *or* the employee listed above has requested leave under the FMLA/OFLA to care for your patient. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as “lifetime,” “unknown,” or “indeterminate” may not be sufficient to determine FMLA/OFLA coverage. Limit your responses to the condition for which the employee is seeking leave.

Printed Name of Physician/ Practitioner

Date Signed

Signature of Physician/ Practitioner

Type of Practice/ Field of Specialization

Address

Phone Number

PART A: MEDICAL FACTS

Note: *If this form is being used for the purposes of filing for the certification of OFLA’s non-serious health condition of a child, only complete # 1*.*

1) Approximate date condition commenced: _____

a) Probable duration of condition: _____

b) Was the patient admitted for inpatient care in a hospital, hospice, or residential medical care facility?

No-☐ Yes-☐ If “yes”, dates of admission: _____

c) Date(s) you treated the patient for the condition: _____

d) Was medication, other than over-the-counter medication, prescribed? No-☐ Yes-☐

e) Will the patient need to have treatment visits at least twice per year due to the condition?

No-☐ Yes-☐

f) Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)? No-☐ Yes-☐ If “yes”, state the nature of such treatments and expected duration of treatment:

2) Is the medical condition pregnancy? **No-**☐ **Yes-**☐ If "yes", expected delivery date: _____

3) If patient is EMPLOYEE: Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

a) Is the employee unable to perform any of his/her job functions due to the condition?

No-☐

Yes-☐

If "yes", identify the job functions the employee is unable to perform:

4) Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

PART B: AMOUNT OF CARE NEEDED When answering these questions, keep in mind that your patient's need for care may include assistance with basic medical, hygienic, nutritional, safety or transportation needs, or the provision of physical or psychological care:

5) Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? **No-**☐ **Yes-**☐

If "yes", estimate the beginning and end dates for any period of incapacity: _____

If this certification relates to the employee's seriously ill family member(s), also complete the following:

a) Does the patient require assistance for basic medical or personal needs or safety, or for transportation? **No-**☐ **Yes-**☐

b) Would the employee's presence to provide psychological comfort be beneficial or assist in the patient's recovery? **No-**☐ **Yes-**☐

c) If the patient will need care only intermittently or on a part-time basis, please indicate the probable duration and frequency of this need: _____.

Please explain the care needed by the patient: _____

▲ Affirmative answer to the following question is not required for *OFLA* or concurrent *OFLA/FMLA* leave.

➡ Is this care medically necessary? **No-**☐ **Yes-**☐

- 6) Will the patient require follow-up treatments, including any time for recovery? **No-**☐ **Yes-**☐

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

▲ Affirmative answer to the following question is not required for *OFLA* or concurrent *OFLA/FMLA* leave.

➡ Is this care medically necessary? **No-**☐ **Yes-**☐

- 7) Will it be necessary for the employee to take leave only intermittently or to work on a less than full-time schedule basis because of the condition or treatment? **No-**☐ **Yes-**☐

If “yes”, expected duration: _____

Frequency (Check One):

- ☐ One (1) to two (2) days per month
☐ Two (2) to three (3) days per month
☐ Three (3) to four (4) days per month
☐ Other - *Explain:* _____

Please explain how employee will use leave intermittently, being as specific as possible including frequency and duration of absences: _____

- 8) Will the patient require a regimen of treatment? **No-**☐ **Yes-**☐

If “yes”, describe the nature of the treatments: _____

Estimated number of treatments: _____

Estimated interval between treatments: _____

Estimated or actual dates of treatments: _____

What is the duration (and any period required for recovery) for a treatment?

▲ Affirmative answer to the following question is not required for *OFLA* or concurrent *OFLA/FMLA* leave.

➡ Is this care medically necessary? **No-**☐ **Yes-**☐

 Affirmative answer to the following questions is not required for *OFLA* or concurrent *OFLA/FMLA* leave.

- 9) Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities or performing his/her job functions? **No-**☐ **Yes-**☐

▲ If “yes”, is it medically necessary for employee to be absent from work during the flare-ups?

No-☐ Yes-☐ If “yes”, please explain: _____

Affirmative answer not required for OFLA or concurrent leave

▲ Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months, lasting 1-2 days):

Frequency: _____ times per _____

☐-week(s)

☐-month(s)

Duration: _____ hours or ____ day(s) per episode

**Affirmative answers not
required for OFLA or
concurrent leave**

▲ Does the patient need care during these flare-ups? No-☐ Yes-☐

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

[illegible]

Policy 346 attachment - Itemized Pay Statement Code Catagories and Descriptions.pdf

This table serves as a detailed reference for all payroll codes used on Umatilla County's itemized pay statements, categorized based on the type of compensation, deduction, or benefit contribution they represent, drawing from the 2026 Itemized Pay Statement Descriptions.

Attachment: Itemized Pay Statement Code Definitions (2026)

Category	Payroll Code	Description/Definition
I. Earnings, Premium Pay, and Allowances	Regular Pay	Regular Gross Pay
	Regular	Regular Hours Worked
	Overtime	Overtime Pay
	StraightOT	Overtime - Straight-Time Pay
	Temp OT Py	Temp/Non-regular Employee Overtime Pay
	Temp Pay	Temp/Non-regular Employee Pay
	Retro Pay	Retroactive Pay Adjustment
	Pay Adju	Pay Adjustment
	Bilingual	Bilingual Incentive Pay
	CJIS Rep	CJIS Representative Premium Pay
	FTO Pay	Field Training Officer Premium Pay
	Shift Diff	Shift Differential Premium Pay
	SRGT OnCLL	UCLEA Sergeant On-Call Premium Pay
	DA On Call	AFSCME Local 3742-4 On-Call Premium Pay
	CC CallBck	Community Corrections Callback Monthly Premium
	K-9 Unit	K-9 Premium Pay
	Detective	Detective Premium Pay
	DRE	Drug Recognition Expert Premium Pay
	TAC LEDS	Terminal Agency Coordinator Premium Pay
	LEDS Cert	LEDS Certification Premium Pay
	Wireless	Wireless Allowance Premium Pay
	Data Wire	Wireless Data Allowance
	PPE Allow	Personal Protective Equipment Allowance
	Hol 1.5 SU	Holiday Pay at 1.5 rate
	Hol 2.5 SU	Holiday Pay at 2.5 rate

	Holiday	Holiday Pay
	Retro Pay	Retroactive Pay Adjustment
	ExmtAdvCrt	Exempt DPSST Advance Certification Premium Pay
	ExmtExeCrt	Exempt DPSST Executive Certification Premium Pay
	ExmtIntCrt	Exempt DPSST Intermediate Certification Premium Pay
	ExmtMgmCrt	Exempt DPSST Management Certification Premium Pay
	ShunAdvCrt	UCLEA DPSST Advanced Certification Premium Pay
	ShunIntCrt	UCLEA DPSST Intermediate Certification Premium Pay
	SrgAdvCrt	UCLEA Sergeant DPSST Advanced Certification Premium Pay
	SrgIntCrt	UCLEA Sergeant DPSST Intermediate Certification Premium Pay
	SrgSprCrt	UCLEA Sergeant DPSST Supervisory Certification Premium Pay
II. Leave/Usage Codes	Vac Used	Vacation used
	Sick Pay	Sick Leave Used
	Float	Floating Holiday Used
	Birthday	Birthday Holiday Used
	Bereavemnt	Bereavement Leave Used
	AdminLeave	Administrative Leave Used
	Comp Used	Compensatory Time Used
	LWOP	Leave Without Pay
	Temp Sick	Temporary/Non-regular Employee Sick Leave Used
	VacPayT1&2	Vacation Payout for a PERS Tier 1&2 Employee
	VacPOOPSRP	Vacation Payout for a PERS OPSRP Employee
	CT PO OPSR	Compensatory Time Payout - OPSRP Employee
	CT PO T1&2	Compensatory Time Payout T1&2 Employee
	FH PayOut	Floating Holiday PayOut at Termination
	BD Pay Out	Birthday Holiday PayOut at Termination
III. Statutory/Mandatory Employer Contributions (Taxes)	Soc Sec	Social Security Match Contribution

	Medicare	Medicare Match Contribution
	SUTA	State Unemployment Tax Contribution
	OR Pd Med	Paid Leave Oregon Contribution
	W/C Assmnt	Worker Comp Assessment
IV. Retirement Contributions (Employer)	PERST1-2 G	PERS Tier 1-2 General Contribution – Employer Match
	OPSRP Reg	OPSRP Regular Contribution – Employer Match
	OPSRP PF	OPSRP Police and Fire Contribution – Employer Match
	PERS Bond	PERS Bond Contribution
	PERS PU1/2	PERS Tier 1 & 2 IAP Contribution
	OPSRP RPU	OPSRP IAP Contribution
	OPSRP P&F	OPSRP Police and Fire IAP Contribution
	OPSRP PFPFNQ	OPSRP Police and Fire Non-qualifying /waiting time
	OPSRP RNG	OPSRP Regular Non-qualifying/wait-time
V. Employer-Funded Benefits/Contributions	HRA NON247	Health Reimbursement Arrangement UCLEA/UCLEA-S - Non-24/7 Employees
	HRA DA	Health Reimbursement Arrangement – AFSCME Local 3742-4
	HRA CHUN/CHEx	Health Reimbursement Arrangement – AFSCME Local 3742/Exempt Employees
	HRA SHEx	Health Reimbursement Arrangement – Sheriff’s Exempt Employees
	HRA RDUN	Health Reimbursement Arrangement – AFSCME Local 1393
	HRA RDEX	Health Reimbursement Arrangement – Public Works Exempt Employees
	HRA ELEC	Health Reimbursement Arrangement – Elected Officials
	Hours to HRA	Health Reimbursement Arrangement – UCLEA/UCLEA-S Employees working 24/7 Shifts
	HRA SHUN	Health Reimbursement Arrangement – UCLEA Employees working 24/7 Shifts
	HRA SRGT	Health Reimbursement Arrangement – UCLEA-S Employees working 24/7 Shifts
	Lifeflight	Lifeflight Premium Contribution
	Life Shun	\$50,000 AD&D Life Policy Contribution - UCLEA/UCLEA-S

	Life DA	\$50,000 AD&D Life Policy Contribution – AFSCME Local 3742-4
	Life CC	\$50,000 AD&D Life Policy Contribution – AFSCME Local 3742 & All Exempt Employees
	Life RDUN	\$50,000 AD&D Life Policy Contribution - - AFSCME Local 1393
	Life ELEC	\$50,000 AD&D Life Policy Contribution – Elected Officials
	OCC Life	\$10,000 Occupational Life Policy – UCLEA/UCLEA-S & Sheriff Exempt Employees
	SM RD	Health Ins Single Medical AFSCME 1393
	CM RD	Health Ins Couple Medical AFSCME 1393
	PM RD	Health Ins Parent Medical AFSCME 1393
	FM RD	Health Ins Family Medical AFSCME 1393
	SM CH	Health Ins Singe Medical AFSCME Local 3742
	CM CH	Health Ins Couple Medical AFSCME Local 3742
	PM CH	Health Ins Parent Medical AFSCME Local 3742
	FM CH	Health Ins Family Medical AFSCME Local 3742
	SM SH	Health Ins Singe Medical UCLEA/UCLEA-S
	CM SH	Health Ins Couple Medical UCLEA/UCLEA-S
	PM SH	Health Ins Parent Medical UCLEA/UCLEA-S
	FM SH	Health Ins Family Medical UCLEA/UCLEA-S
	SM DA	Health Ins Singe Medical AFSCME Local 3742-4
	CM DA	Health Ins Couple Medical AFSCME Local 3742-4
	PM DA	Health Ins Parent Medical AFSCME Local 3742-4
	FM DA	Health Ins Family Medical AFSCME Local 3742-4
	SM CX	Health Ins Singe Medical Exempt Employees (Not Sheriff)
	CM CX	Health Ins Couple Medical Exempt Employees (Not Sheriff)
	PM CX	Health Ins Parent Medical Exempt Employees (Not Sheriff)
	FM CX	Health Ins Family Medical Exempt Employees (Not Sheriff)
	SM SX	Health Ins Singe Medical Sheriff Exempt Employees
	CM SX	Health Ins Couple Medical Sheriff Exempt Employees

	PM SX	Health Ins Parent Medical Sheriff Exempt Employees
	FM SX	Health Ins Family Medical Sheriff Exempt Employees
	SD RD	Health Ins Single Dental AFSCME 1393
	CD RD	Health Ins Couple Dental AFSCME 1393
	PD RD	Health Ins Parent Dental AFSCME 1393
	FD RD	Health Ins Family Dental AFSCME 1393
	SD CH	Health Ins Singe Dental AFSCME Local 3742
	CD CH	Health Ins Couple Dental AFSCME Local 3742
	PD CH	Health Ins Parent Dental AFSCME Local 3742
	FD CH	Health Ins Family Dental AFSCME Local 3742
	SD SH	Health Ins Singe Dental UCLEA/UCLEA-S
	CD SH	Health Ins Couple Dental UCLEA/UCLEA-S
	PD SH	Health Ins Parent Dental UCLEA/UCLEA-S
	FD SH	Health Ins Family Dental UCLEA/UCLEA-S
	SD DA	Health Ins Singe Dental AFSCME Local 3742-4
	CD DA	Health Ins Couple Dental AFSCME Local 3742-4
	PD DA	Health Ins Parent Dental AFSCME Local 3742-4
	FD DA	Health Ins Family Dental AFSCME Local 3742-4
	SD CX	Health Ins Singe Dental Exempt Employees (Not Sheriff)
	CD CX	Health Ins Couple Dental Exempt Employees (Not Sheriff)
	PD CX	Health Ins Parent Dental Exempt Employees (Not Sheriff)
	FD CX	Health Ins Family Dental Exempt Employees (Not Sheriff)
	SD SX	Health Ins Singe Dental Sheriff Exempt Employees
	CD SX	Health Ins Couple Dental Sheriff Exempt Employees
	PD SX	Health Ins Parent Dental Sheriff Exempt Employees
	FD SX	Health Ins Family Dental Sheriff Exempt Employees
VI. Statutory/Mandatory Deductions (Taxes)	FWT	Federal Tax Withholding
	SWT	State Tax Withholding
	Soc Sec	Social Security Withholding

	Medicare	Medicare Withholding
	OR Pd Med	Paid Leave Oregon Withholding
	Transit Tx	Transit Tax Withholding
	W/C Assmnt	Worker Comp Assessment
VII. Retirement Contributions (Employee)	PERS Redir	PERS Redirect Election Deduction
	Redir OPSRP	OPSRP Redirect Election Deduction
	Redir OPSPF	OPSRP Police & Fire Redirect Election Deduction
	Unit Contr	PERS Police & Fire Unit Deduction
	PERS PU1/2	PERS Tier 1 & 2 Employee Paid IAP Contribution
	OPSRP RPU	OPSRP Regular Employee Paid IAP Contribution
	OPSRP PFPU	OPSRP P&F Employee Paid IAP Contribution
VIII. Employee Benefit Deductions (Insurance/Flex/Voluntary)	125 Dep	Pre-Tax Deduction for Dependent Care (FSA/DCE)
	125HCare	Pre-Tax Deduction for Reimbursed Health Care (Medical Spending Account)
	Aflac AT	AFLAC After Tax Premium
	Aflac PT	AFLAC Pre Tax Premium
	SM RD	Health Ins Single Medical AFSCME 1393
	CM RD	Health Ins Couple Medical AFSCME 1393
	PM RD	Health Ins Parent Medical AFSCME 1393
	FM RD	Health Ins Family Medical AFSCME 1393
	SM CH	Health Ins Singe Medical AFSCME Local 3742
	CM CH	Health Ins Couple Medical AFSCME Local 3742
	PM CH	Health Ins Parent Medical AFSCME Local 3742
	FM CH	Health Ins Family Medical AFSCME Local 3742
	SM SH	Health Ins Singe Medical UCLEA/UCLEA-S
	CM SH	Health Ins Couple Medical UCLEA/UCLEA-S
	PM SH	Health Ins Parent Medical UCLEA/UCLEA-S
	FM SH	Health Ins Family Medical UCLEA/UCLEA-S
	SM DA	Health Ins Singe Medical AFSCME Local 3742-4
	CM DA	Health Ins Couple Medical AFSCME Local 3742-4
	PM DA	Health Ins Parent Medical AFSCME Local 3742-4
	FM DA	Health Ins Family Medical AFSCME Local 3742-4
	SM CX	Health Ins Singe Medical Exempt Employees (Not Sheriff)

	CM CX	Health Ins Couple Medical Exempt Employees (Not Sheriff)
	PM CX	Health Ins Parent Medical Exempt Employees (Not Sheriff)
	FM CX	Health Ins Family Medical Exempt Employees (Not Sheriff)
	SM SX	Health Ins Singe Medical Sheriff Exempt Employees
	CM SX	Health Ins Couple Medical Sheriff Exempt Employees
	PM SX	Health Ins Parent Medical Sheriff Exempt Employees
	FM SX	Health Ins Family Medical Sheriff Exempt Employees
	SD RD	Health Ins Single Dental AFSCME 1393
	CD RD	Health Ins Couple Dental AFSCME 1393
	PD RD	Health Ins Parent Dental AFSCME 1393
	FD RD	Health Ins Family Dental AFSCME 1393
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	PD SH	Health Ins Parent Dental UCLEA/UCLEA-S
	FD SH	Health Ins Family Dental UCLEA/UCLEA-S
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	PD DA	Health Ins Parent Dental AFSCME Local 3742-4
	FD DA	Health Ins Family Dental AFSCME Local 3742-4
	SD CX	Health Ins Singe Dental Exempt Employees (Not Sheriff)
	CD CX	Health Ins Couple Dental Exempt Employees (Not Sheriff)
	PD CX	Health Ins Parent Dental Exempt Employees (Not Sheriff)
	FD CX	Health Ins Family Dental Exempt Employees (Not Sheriff)

	SD SX	Health Ins Singe Dental Sheriff Exempt Employees
	CD SX	Health Ins Couple Dental Sheriff Exempt Employees
	PD SX	Health Ins Parent Dental Sheriff Exempt Employees
	FD SX	Health Ins Family Dental Sheriff Exempt Employees
	Lifeflight	Lifeflight Premium Deduction
IX. Deferred Compensation (Optional)	NW Def Com	Nationwide Deferred Comp Deduction
	OSGP	Oregon Savings and Growth Deferred Comp Deduction
	Voya	VOYA Deferred Comp Deduction
X. Union Dues and Political Deductions	CH AFSCME	AFSCME Local 3742 Union Dues
	DA Exempt	AFSCME Local 3742-4 Union Dues
	RD AFSCME	AFSCME Local 1393 Union Dues
	LawEnforce	UCLEA Union Dues
	UCLEA-S	UCLEA Sergeant Union Dues Deduction
	NONR Sher	UCLEA Temp/Non-Regular Employee Dues
	Peoples AF	AFSCME Peoples Deduction
	PORAC DUES	UCLEA PORAC Dues Deduction
XI. Other Deductions & Garnishment	Garnish	Garnishment Deduction
	Chld Supp	Child Support Garnishment
	R-UP DuesF	Round-Up Athletic Club - Family Dues
	R-UP DuesS	Round-Up Athletic Club - Single Dues
	United Way	United Way Election Contribution
	Veh Comm	Vehicle Commute Deduction
	Veh Lease	Vehicle Lease Value Deduction
	Net Pay	Net Pay (Amount received after deductions)
	Direct Deposit 1-6	Direct Deposit Account 1 through 6

CBA AFSCME 25-28.pdf

COLLECTIVE BARGAINING AGREEMENT

Between

UMATILLA COUNTY, OREGON

And

LOCAL 3742, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO

Effective July 1, 2025 thru June 30, 2028

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**AGREEMENT BETWEEN UMATILLA COUNTY, OREGON
AND
UMATILLA COUNTY EMPLOYEES' UNION**

PREAMBLE

This Agreement is entered into between Umatilla County, Oregon, hereinafter referred to as the "County", and Umatilla County AFSCME Local 3742 of American Federation of State, County and Municipal Employees, Council 75, hereinafter referred to as the "Union".

ARTICLE 1 - SCOPE AND RECOGNITION

Section 1.1

This Agreement shall apply to all regular full-time and regular part-time County employees working in positions regularly scheduled for twenty (20) or more hours per week, excluding managers, supervisors, confidential employees, and elected officials. The County recognizes the Union as the sole and exclusive bargaining agent for all employees in the bargaining unit for the purpose of negotiations with respect to employment relations as defined by ORS 243.650-672.

Section 1.2

Employees having less than twelve (12) full months of employment shall be probationary employees and shall be covered by this Agreement. Probationary employees shall receive the benefits of this agreement to the extent consistent with their probationary status as "at-will" employees.

Section 1.3 Positions not covered by this Agreement

- A) A temporary employee shall be any employee who is hired for duration of six (6) months or less. Additionally, non-regular employees maybe hired to perform a specific, limited task whose employment will terminate at the end of that task, or they may be hired for a set or defined term or period, such as the period of a funded grant.
- B) An on-call employee shall not work a regularly scheduled work week and shall not routinely be scheduled for work in excess of 19 hours per week.
- C) A part-time employee who is less than "half-time" is employed regularly for less than the normal number of working hours, but who normally follows a predetermined, fixed pattern of working hours not to exceed 19 hours per week. A less than "half-time" employee receives no benefits.
- D) If an on-call or part-time employee exceeds six (6) months and has worked a minimum of 520 hours in a position during that six (6) months he or she shall become a regular employee in that position.

ARTICLE 2 - INDIVIDUAL RIGHTS AND UNION MEMBERSHIP

Section 2.1 Union Security

Employees covered by this Agreement shall have the right to become members of the Union through application to the Union. Application and resignations of membership shall be handled solely by the Union.

Section 2.2 Dues Check Off

- A) The Union shall notify the Employer of the current rate of dues and other authorized deductions in a timely manner, which will enable the Employer to make the necessary payroll deductions as specified.
- B) The Employer shall deduct from the monthly paycheck of employees in the bargaining unit who have authorized the deduction, the specified amount for payment to AFSCME Council 75. The Employer agrees to remit the aggregate deductions together with an itemized statement to the AFSCME Council 75, by the first day of the succeeding month after such deductions are made. To the extent available, the itemized statement will be provided electronically in an MS Excel, comma separated value, data interchange format, symbolic link format, tab delimited or space delimited file; and shall include: the employees name, employee identification number or other unique identifier, date of birth, regular hourly wages, wages earned during the relevant period, the pay period dates from which the dues are being withheld, the amount of dues forwarded on behalf of the employee, the amount of any retroactive dues withheld and the pay period for which they were withheld from.
- C) Employees whose employment begins or ends after working less than ten (10) working days in any calendar month will not be subject to dues or a like amount in lieu of dues deduction.
- D) The Union shall indemnify and hold Umatilla County harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by Umatilla County for the purpose of complying with the provisions of this Article.

Section 2.3 Holder of Record

- A) During the life of this Agreement, the Union will notify Umatilla County of individuals who have become members of the Union.
- B) Timely Deductions. An electronic file listing new authorizations or changes in authorizations for employee Union deductions will be submitted by the Union to the Employer electronically by close of business on the business day immediately preceding the eighteen (18th) of each month. The Employer agrees that payroll deduction authorizations submitted within the timelines above shall be deducted from the next issued paycheck for the previous applicable pay period.
- C) Quarterly List. The Employer agrees to provide a list comparing the full list of all represented bargaining unit employees with the list of employees who have authorized Union deductions as provided for electronically by the Union. This list shall be provided at least quarterly or as mutually agreed upon in writing by the Parties.
- D) Once a month, to the extent available, the employer will provide the following information by electronic report(s) in Excel, or a .csv format, along with a unique identifier for each employee:
 - I. Notify the Union of all new hires in the bargaining unit. Such notification shall include the employee's name, official state date, end date of their probation, reporting location, job title,

- work e-mail address, work phone number, work schedule/shift, home address, home phone number, mobile phone number, personal email address, date of birth, last day of employment.
2. Provide the Union notice of any changes to name, home mailing address, phone number, personal email address or position of current employees.
 3. Provide the Union notice of all employee's leave of absences at the time.

Section 2.3 Applications and Dues Deductions.

- A) The Employer agrees to make payroll deductions from the pay of those employees who request, in writing, to deduct from their earnings regular payroll deductions in such amounts authorized by the employees to be paid to the Treasurer of the National Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee.
- 8) The Employer shall remit the aggregate deductions of all employees, together with an itemized statement showing the name and social security number of each employee from whose pay deductions have been made and the amount deducted during the period covered by the remittance, to AFSCME Council 75.
- C) All PEOPLE Contributions shall be voluntary and may be revoked at any time by giving written notice to the UNION and the EMPLOYER. It is expressly understood that PEOPLE contributions are not required as a condition of employment.
- D) The Union shall indemnify and hold Umatilla County harmless against any and all claims, damages, suits or other forms of liability which may arise out of any actions taken or not taken by Umatilla County for the purpose of complying with the provisions of this Article.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 3.1 Exclusive Rights

The County retains all the customary, usual and exclusive rights, decision making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the County or any part of it. The rights of employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement, and the County retains all prerogatives, functions, and rights not specifically limited by the specific terms of this Agreement. The County shall have no obligation to bargain with the Union with respect to any such subject or the exercise of its discretion and decision making with regard thereto, any subjects covered by the terms of this Agreement and closed to further bargaining for the term hereof, and any subject which was or might have been raised in the course of collective bargaining but is closed for the term hereof.

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

- a) To determine the services to be rendered to the citizens of the County.
- b) To determine and to follow the County's financial, budgetary and accounting procedures.
- c) To direct and supervise all operations, functions and policies of the departments in which the employees covered by this Agreement are employed, and in the remainder of the County as such employees covered by this Agreement may be affected thereby, so long as such directions and supervision of such operations, functions and policies are consistent with the terms and provisions of this Agreement.
- d) To close or liquidate any office, branch operations or facilities, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.
- e) To manage and direct the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, transfer within the same pay range and retain employees; the right to lay off; the right to abolish positions or reorganize the departments or divisions; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies.
- f) To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
- g) To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, appearance, methods and procedures.
- h) To implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- i) To assign and distribute work and work duties.
- j) To assign shifts, workdays, hours of work and work locations subject to the terms of the Agreement. The County may, with agreement by the affected employee(s), assign multiple-location work sites where the employee is scheduled to begin and end their work day at that alternative work site.
- k) To introduce new duties and to revise job classification and duties within the unit, subject to Section 15.1.
 - a. To determine the need for and the qualifications of new employees, transfers and promotions.

- l) To discipline, suspend, demote or discharge an employee so long as such action as to an employee who has completed their initial probationary period is not arbitrary, capricious, in bad faith or without just cause.
- m) To determine the need for additional educational courses, training programs, on-the-job training, and cross-training and to assign employees to such duties for periods to be determined by the County.
- n) To implement unpaid furlough days by mutual agreement between a Division/Department Head and AFSCME represented employees in that department. Such agreement will be established in a signed letter of agreement.

Section 3.2

The exercise of any management prerogative, function, or right including but not limited to those set forth above, which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or to bargaining during the term of this Agreement.

Section 3.3

The exercise of any management prerogative, function or right shall not be inconsistent with this Agreement or out of compliance with the law.

ARTICLE 4 - UNION RIGHTS

Section 4.1 Orientation

Each new employee shall attend an orientation conducted by Human Resources within the first thirty (30) days of employment. Such orientation shall be scheduled by Human Resources and shall consist of explanation of various employee rights, benefits, rules and regulations. The Union shall be notified at least one week in advance of the orientation and may choose to send a Union Staff member who is not a County employee or a County employee on paid time to introduce and give a brief discussion of the purpose of the Umatilla County Employee's Union. Members of the bargaining unit will be instructed to attend at 8:00 a.m. Said introduction and discussion shall not go past 8:25 a.m. The County will email the current Union staff member assigned to AFSCME Local 3742 a list of attending new employees, their position and department.

Section 4.2 County Facilities and Equipment

The Union may hold business meetings on County Premises and use County equipment by properly reserving the rooms/equipment for said use. The Union agrees to reimburse the County for any costs and/or damages associated with said use and to follow all County policies related to said use.

The AFSCME Representative or Local President or their designee may utilize the County email system to announce or remind employees in the bargaining unit of Union meetings.

Section 4.3 Visitation

AFSCME Council staff may visit with employees, for purposes other than set out in Section 4.6, during breaks or meal periods in normal public areas which are not work sites of County premises. Council staff or employees shall not conduct Union business during County work hours in work sites or work stations without the express permission of the Department Head or designee.

Section 4.4 Bulletin Boards

Bulletin board space shall be provided to the Union for the posting of meeting notices and other information of interest to its members. Such materials shall not be derogatory or inflammatory in nature. Bulletin boards shall be in unobscured areas that are readily available to the members.

Section 4.5 Negotiations

Bargaining sessions between the union and the county shall be at times and for the duration agreed upon by the parties. The union negotiation committee will consist of not more than 4 paid employees. The union negotiation committee members may meet for reasonable time periods for emergency business and negotiation consultation during normal working hours without the requirement to make up such time for negotiating a contract between the County and the Union. Negotiation planning team members shall not take longer than a combined total of twenty-four (24) hours during the two (2) month period preceding formal agreement negotiations. Pre-negotiation meetings will involve the elected Local President, or their designee, and three (3) members of the Union's formal negotiating team.

Section 4.6 Disciplinary Meetings, Grievance Investigation, and Grievance Presentations

Upon notification to the Department Head or a designee, Union/employee representatives may investigate grievances, attend disciplinary meetings, and/or attend grievance hearings during working hours, without loss of pay, so long as such activity does not unduly interrupt or interfere with the performance of job duties. Employees utilizing time under this section shall notify the appropriate supervisor and utilization shall not be unreasonably denied. Not more than one Union representative employed by the County shall attend on duty and in paid status any grievance and due process proceedings.

Whenever it shall become necessary for the Union to attend a disciplinary meeting or make a formal presentation of a grievance at Step I, II, or III of the grievance procedure set forth herein, one representative of Local 3742 shall be allowed time off with pay to attend the meeting or make the formal presentation, and shall not be required to make up such time.

Section 4.7 Labor/Management Meetings

The Board of Commissioners or its designee shall meet at mutually convenient times up to twice per calendar year, when requested, with the Local 3742 Union Officers or its designee, not to total more than four (4) members at any one time. An agenda of Labor/Management issues will be provided by the requesting party and given to the other party one week prior to the meeting. The purpose of these meetings is to build relationships and not to bargain mandatory subjects. Meetings with the County shall be held on County premises and on paid County time.

Both parties agree to engage in respectful communication during Labor/Management Meetings and the meetings are not for the purpose of bargaining mandatory subjects.

Section 4.8 Local Officers/Shop Stewards

The names of the Local Union's officers and Shop Stewards who may represent the Union shall be certified in writing to the County by the Union.

Section 4.9 Union Leave for Trainings & Conventions

Union members may be granted time off upon request and approval by their supervisor to attend Union sponsored functions such as but not limited to trainings, conventions, board meetings, etc. Time off shall be in periods of up to five (5) days and the member may utilize vacation, comp-time, or leave without pay at the member's option. If the employee takes leave without pay the County will not pro-rate leave accruals. Approval will not be unreasonably denied or withheld.

Section 4.10 New Rules

It is jointly recognized that the County must retain broad authority to fulfill and implement its responsibilities and may do so by work rule, oral or written, existing and future. It is agreed, however, that no existing work rule or new work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement, provided that the requirements of Oregon law will always be paramount. New work rules shall be submitted to the Union in writing. In the event the Union considers a work rule to be inconsistent with a specific provision of this Agreement, or otherwise wishes to discuss the rule, it shall so notify the County within ten (10) days of when it and/or its representatives were first made aware of the rule. In such event, representatives of the County and the Union shall then meet and discuss the rule. If after such

discussion the Union believes that the rule is in violation of this Agreement but the County does not agree, the Union may submit that question to Step IV of Section 12.1 within five (5) working days of the discussion.

ARTICLE 5 - STRIKES AND LOCKOUTS

Section 5.1 Strikes

The Union and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage, slowdown, picketing, or any other restriction of work at any location in the County during the duration of this Agreement. Disciplinary action, including discharge, may be taken by the County against any employee or employees engaged in a violation of this Article, while on paid County time and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the County.

Section 5.2 Third-Party Disputes

Employees covered by this Agreement shall honor the terms and provisions of this Agreement at all times and shall not 'slow down', 'sit down', or 'walk out' in sympathy with any labor dispute involving third parties, or a dispute between the County and any other employee union composed of employees of the County, or honor any picket line established by any such other employee union or other labor group. The Union and County agree that no disciplinary or other action will be taken against any employee covered by this Agreement by reason of such employee's abiding by the terms of this section.

Section 5.3 Return to Work

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

Section 5.4 Lockout

There will be no lockout of employees covered by this Agreement by the County as a consequence of any dispute arising during the effective period of this Agreement.

ARTICLE 6 - HOLIDAYS

Section 6.1 Recognized Holidays

The following shall be recognized as holidays:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25
Floating Holiday	To be taken within each fiscal year

Every day appointed, designated, or declared a holiday by the President and the Governor as a Holiday in the year. Holiday pay shall be for eight (8) hours (pro-rated for part-time employees based on FTE). Subject to operational need and with prior supervisory approval, employees with alternative work schedules may adjust their weekly schedules in order to maintain their regular weekly hours without utilizing additional paid leave or use additional leave to cover regularly scheduled hours beyond the eight (8) hours of holiday pay.

Section 6.2 Eligible Employees

Each regular full-time or regular part-time employee who is compensated for their last regularly scheduled day before and their first regularly scheduled day after a designated holiday shall be eligible for holiday pay for the holidays referenced in Section 6.1.

Section 6.3 Weekend Observance

If any holiday listed in Section 6.1 falls on Saturday, the preceding Friday will be observed.

If any holiday falls on Sunday, the following Monday will be observed.

Section 6.4 Holiday Pay

An employee who works on any of the holidays listed (or the designated observance days) shall receive regular salary compensation for the holiday in addition to time and one-half (1 1/2) compensatory time for actual hours worked on the holiday.

Subject to Section 6.1, employees who have Holidays that fall on their regularly scheduled day off will be granted eight (8) hours of paid holiday leave, (pro-rated for part-time employees), on the business day closest to the holiday within the same work week in lieu of those hours being applied on the actual holiday.

Section 6.5 Leaves

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

Section 6.6 Holiday During Layoff

Should an employee be on layoff or unpaid leave from employment when a holiday occurs, they shall not be eligible for said holiday.

Section 6.7 Floating Holiday

Effective July 1 of each year, every regular full-time and regular part-time employee shall accrue a Floating Holiday. Employees must complete six (6) months of employment before they are entitled to utilize their Floating Holiday with pay. A Floating Holiday must be taken within the fiscal year earned, or it will be forfeited. It cannot be carried over into the next fiscal year. Management will make every reasonable effort to allow the employee to schedule the Floating Holiday within the year.

Floating Holidays for full-time employees are valued at 8 hours (pro-rated for part-time employees based on FTE) and must be used in a single continuous block of time.

ARTICLE 7 - VACATIONS

Section 7.1 Accrual Rates

Amount of Vacation and Eligibility Requirements. Employees covered by this Agreement shall accrue vacation according to the following schedule:

Vacation Accrual Table Based on Full-Time 5/8's		
YEARS OF SERVICE	ACCRUAL RATE	ANNUAL HOURS
1-3 years (0-36 months)	8 hours per month	96 hours
4-6 years (37-72 months)	10 hours per month	120 hours
7-9 years (73-108 months)	12 hours per month	144 hours
10-12 years (109-144 months)	14 hours per month	168 hours
13-15 years (145-180 months)	16 hours per month	192 hours
16-19 years (181-228 months)	18 hours per month	216 hours
20+ years (229+ months)	20 hours per month	240 hours

- A) Employees may take vacation credit as earned month by month subject to the approval of the Department Head after successful completion of six (6) months of employment following hire.
- B) On-call, temporary and seasonal employees shall not be eligible for vacation benefits.
- C) No employee shall receive vacation leave credits for any period of time which is leave without pay.

Section 7.2 Part-time Employees

Regular part-time employees shall accrue vacation in an amount proportionate to that which would be accrued by full-time employees.

Section 7.3 Accumulation

- A) If vacation leave in excess of two hundred and forty (240) hours is accrued, the amount in excess shall lapse at the end of each month in which it is accrued.
- B) Any employee accruing vacation leave in excess of two hundred and forty (240) hours may notify their Department Head and schedule vacation time in order to prevent loss of vacation leave. Department Heads must be notified at least five (5) working days prior to the anticipated use of such leave. An employee shall not be paid for vacation leave which has lapsed unless the lapse has been caused by the employee's inability to take a scheduled vacation as a result of the Department Head's requirements.
- C) Vacation leave shall accrue during the time any employee is off on paid leave status.

Section 7.4 Continuous Service

Continuous service for the purpose of accumulating vacation leave credit shall be service unbroken by any unpaid leave of absence from the County, with the exception of the following types of leave: bereavement leave, military leave, sick leave, FMLA/OFLA, leave of absence resulting from an injury incurred in the course of employment, any BOC authorized medical leave without pay or authorized education or training leave with pay. No other types of authorized leave without pay will be counted as part of continuous service. However, employees returning from such leave and employees on layoff status shall be entitled to vacation credit for service prior to the leave or layoff.

Section 7.5 Transfer Credits

When an employee is transferred to, or appointed to another department, their accrued vacation credit will be assumed by the new department. The employee shall not be entitled to termination vacation pay in lieu of credit.

Section 7.6 Termination Pay

An employee who terminates during the first six (6) months following hire shall not be entitled to cash compensation in lieu of vacation leave. Vacation accrual for purposes of this section shall terminate on the last day worked by an employee. Upon the death of any employee, compensation for accrued unused vacation leave shall be paid to the estate.

Section 7.7 Scheduling

At least once each calendar year, each Department Head or designee(s) may post within their department a schedule on which employees may select their preferred vacation times. Employees shall be permitted to schedule vacation leave in any combination of days approved by the Department Head. The Department Head shall allow selection of vacation days by employees on the basis of County seniority. However, each employee will be permitted to exercise their right of seniority only once each calendar year. Thereafter, vacation selection shall be on the basis of 'first come, first served'.

Section 7.8 Accrual during Illness or Injury

Employees shall accrue vacation leave credits until all paid leave credits are exhausted.

Section 7.9 Prior Credits

No employee shall lose any current accrued vacation due to the signing of this Agreement.

Section 7.10 Vacation Use While on Military Leave

Once in a 12-month period, an employee who is on unpaid military leave provided under USERRA shall have the option of using their accrued vacation or compensatory time for a continuous period not to exceed 30 days after their military leave begins. This includes the right for the employee and/or their family to continue to be covered under the County's benefit plans.

ARTICLE 8 - SICK LEAVE

Section 8.1 Accrual Rates

Full-time employees shall accrue sick leave at the rate of eight (8) hours for each month of service. Sick leave may be accumulated to a maximum of two thousand (2,000) hours. Eligibility for sick leave benefits is established after 31 days of continuous employment; however, accrual begins on the first day of employment.

Regular employees who are employed more than half-time and less than full-time shall receive pro-rated accrual rates.

Section 8.2 Utilization

Employees shall use their accrued sick or other paid leave for any purpose stated in Oregon's Sick Leave Law, Paid Leave Oregon, Oregon Family Leave Act, and/or Family Medical Leave Act. The following list is intended to cover examples of leave uses, should leave laws be updated the coverages will follow the law.

- A) Caring for a family member with a serious health condition.
- B) Bonding with a child within the first twelve (12) months after childbirth, adoption, or foster placement.
- C) To deal with the death of a family member by attending the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member.
- D) To seek medical treatment, legal or law enforcement assistance, remedies to ensure health and safety, or to obtain other services related to domestic violence, sexual assault, bias crimes, or stalking.
- E) To donate sick time to another employee for qualifying purposes as set out in Section 8.15.

For certain public health emergencies including closure by a public official of the employee's place of business, school or place of care of the employee's child, or a determination by a public health authority or health care provider that the presence of the employee or a family member presents a health risk to others.

All sick leave absences require employees to utilize all accrued sick, vacation, and compensatory time available, before reverting to unpaid leave status.

The list of covered family members will follow the Oregon Sick Leave Law, Paid Leave Oregon, Oregon Family Leave Action, and or Family Medical Leave Act.

Section 8.3 Reversion

Upon depletion of sick leave, vacation time, and accumulated compensatory time an employee's status shall revert to unpaid leave status.

Section 8.4 Medical Verification

- A) Any employee who is ill and using sick leave for three (3) or more consecutive days may be required to provide medical verification of the need for sick leave to their supervisor.
- 8) In instances where an employee has advance knowledge that they may be unable to work for an indefinite period of time because of known medical reasons, they may be required to submit a

medical verification of illness or inability to work. The employee must submit such verification within a reasonable period of time of their knowledge of the need for the absence.

- C) The above provisions must be consistent with the Oregon Family Leave Act (OFLA), Family Medical Leave Act (FMLA), or Paid Leave Oregon (PLO). See County Personnel Policy 4.3 for clarification purposes.
- D) A supervisor who reasonably believes an employee has abused their sick leave may require a medical verification of the need to use sick leave, regardless of whether the employee has used sick leave for more than three consecutive days, in which case, the County will reimburse the employee for any reasonable costs for providing verification not covered by insurance.

Section 8.5 Integration with Worker's Compensation

When an injury occurs in the course of employment, the County's obligation to pay under this sick leave article is limited to the difference between any payment received under Worker's Compensation and the employee's regular gross salary as long as the employee has accrued sick leave. In such instances, the appropriate charges will be made against the employee's accrued sick leave until the sick leave is expended. If the employee exhausts their sick leave, payments will be deducted from vacation and compensatory times until all leave accruals are exhausted. After a Worker's Comp claim has been accepted, and all accrued leaves have been exhausted the County shall begin to pick up the difference between the Worker's Compensation payment and the employee's regular gross salary.

Section 8.6 Illness During Vacation Leave

At the employee's option, vacation leave may be used as sick leave, but sick leave may not be used as vacation leave. If an employee uses up their accrued sick leave during an illness, they may use any unused accumulated vacation leave in lieu of sick leave. In no case will the employee be allowed to use sick leave to extend an approved vacation. However, if an employee becomes ill during a vacation, the employee will be allowed to return vacation time and utilize accrued sick leave for the portion of the vacation the employee is ill if the employee provides proper medical verification.

Section 8.7 Accrual During Illness or Injury

Employees shall accrue sick leave until all accumulated paid leave is exhausted.

Section 8.8 Part-Time Employees

Regular part-time employees shall accrue sick leave in an amount proportionate to that accrued by full-time employees.

Section 8.9 Transfer of Employees

When an employee is transferred to or appointed to another department within the County, accrued sick leave shall be assumed by the new department.

Section 8.10 Re-Employment

An employee, who is re-employed within twelve (12) months following a layoff or an expiration of leave without pay, shall have prior accrued sick leave restored. No sick leave will accrue during such layoff or leave.

Section 8.11 Termination

No compensation or retirement credit for accrued sick leave shall be provided to any employee upon their death or termination of employment. Upon termination of employment with the County, the County shall report sick leave balances to PERS.

Section 8.12 Retirement

Upon an employee's retirement from the County, unused sick leave shall be credited to their retirement benefits pursuant to the rules and regulations of the Public Employees Retirement System to the extent the law in effect at the time of such retirement will permit such addition to the PERS base salary.

Section 8.13 Prior Sick Leave Accrual

No employee shall lose any current accrued sick leave due to the signing of the Agreement.

Section 8.14 Parental Leave

Parental leave shall be granted in accordance with Oregon Family Leave Act, Federal Family Leave Act, Paid Leave Oregon or this Agreement in accordance with whichever one shall grant the employee the leave most appropriate for them.

Section 8.15 Hardship Leave

Employees may donate accumulated sick, vacation or compensatory leave to an employee who has completed six (6) full months of employment and who, as a result of a serious injury or sickness, is about to exhaust or has exhausted their accumulated sick, vacation, and compensatory leaves. An employee may donate no more than 24 hours of sick leave per calendar year. Each year, an employee may receive no more than the greater of 12 weeks of donated leave or the equivalent of the maximum amount of time allowed under the FMLA or OFLA if applicable to the employee's situation.

The donated leave shall be donated in increments of four (4) hours and the number of hours of donated leave will be credited to the sick leave account of the employee to who they are donated. Applications for Hardship Leave must be approved in accordance with the County's Policy 4.3 before donations may be made.

If donated time is returned to the donor and it causes the donor to exceed the vacation cap, the donor shall have up to one month to use the time over the cap.

Employees will at no time solicit donations. Donations must be received consecutively and once the employee reaches a no pay status, additional time may not be donated.

ARTICLE 9- PAID LEAVE

Section 9.1 Utilization

An employee shall be granted a leave of absence with pay for:

- A) Jury Duty, provided that any remuneration other than mileage paid to the employee for the period of absence shall be turned over to the Finance Department upon receipt.
- B) An appearance before a court, legislative committee, judicial or quasi-judicial body in response to a subpoena or other direction by proper authority, provided that such appearance pertains to the employee's position with the County. Any remuneration, other than mileage or travel expense, paid to the employee for the period of such absence shall be turned over to the Finance Department upon receipt. Should the employee use a County vehicle for transportation all reimbursement for mileage shall be turned over to the Finance Department upon receipt.
- C) Attendance in court in connection with an employee's officially assigned duties, including the time required going to the court and returning to their office.
- D) Other authorized duties in connection with County business.
- E) Natural Disasters. In the event that the County is declared a disaster by act or proclamation of the Board of Commissioners, employees engaged in rescue or related duties because of a natural disaster shall be paid their normal wage.
- F) Educational Leave. Employees will be granted time away from their work when directed by the County or Department Head to attend conferences, seminars or educational programs of similar nature that are intended to improve or upgrade the employee's skill and professional ability.
- G) Military. An employee who is a member of the National Guard or any reserve component of the armed forces of the United States is entitled to a leave of absence from their duties for a period not exceeding fifteen (15) calendar days in any year October through September. Such leave shall be granted without loss of time, pay or other leave and without impairment of merit ratings or other rights or benefits to which they are entitled. Military leave with pay may be granted only when an employee receives a bona fide order to active or training duty for a temporary period not exceeding fifteen (15) calendar days, and shall not be paid if the employee does not return to their position immediately following the expiration of the period for which he/she was ordered to duty. Leave with pay shall not be granted to employees entering the military service for extended and indefinite periods of active duty.
- H) Bereavement Leave. An employee shall be granted not more than 40 hours, prorated by FTE, leave of absence per incident with full pay in the event of death in the immediate family of the employee to make household adjustments or to attend funeral services. In addition, an employee may use sick leave credits providing the emergency requires more than 40 hours, prorated by FTE.
- I) For purposes of paid Bereavement Leave, an employee's immediate family shall be defined as spouse, domestic partner, biological child, adopted child, stepchild, foster child, domestic partner's child, parent, adoptive parent, stepparent, foster parent, parent-in-law, domestic partner's parent, sibling, step-sibling, sibling/step sibling's spouse or domestic partner, grandparent, step-grandparent, grandparent/step grandparent spouse or domestic partner, grandchild, step, grandchild, grandchild/step-grandchild spouse or domestic partner, niece, nephew, and any individual with whom an employee has or had an in loco parentis* relationship.

*"In loco parentis" means in the place of a parent - that is, people with day-to-day responsibilities to care for or financially support a child, or who had such responsibility for the employee when the employee was a child.

For the relationships of aunt or uncle an employee shall be granted one (1) day of bereavement leave.

The list of protected family members will follow the Oregon Family Leave Act.

Section 9.2 Sick and Vacation Credits

Sick leave and vacation credits will accrue during paid leaves of absences in the same manner as are accrued during normal employment.

ARTICLE 10- UNPAID LEAVE

Section 10.1 Educational

After completing one (1) year of service, an employee, upon request, may be granted a leave of absence without pay for educational purposes at any training program which is related to employment and will enhance the employee's job skills. Such leave of absence shall not exceed one (1) year. Any such leave of absence described in this paragraph shall be subject to the approval of the Board of Commissioners.

Section 10.2 Military

Military Leave shall be provided and utilized in accordance with the Uniformed Service Employment and Reemployment Rights Act, 38 USC 4301-4334, the Military Selective Service Act of 1967, as amended, Section 408.290 of the Oregon Revised Statutes, or any other applicable state and federal laws.

Section 10.3 Other Leave Without Pay

In instances where the work will not be seriously handicapped by the temporary absence of an employee, and upon the recommendation of the Department/Division Head, and Human Resources, the Board of Commissioners may or may not, at its sole discretion, grant a leave of absence without pay not to exceed ninety (90) calendar days.

Section 10.4 Vacation and Sick Leave Credits

No employee shall receive leave credits for any period of time in a month which is leave without pay.

Section 10.5 Application

Requests for 1-3 days within a six (6) month period leave without pay must be pre-approved in writing by the Department Head and submitted to Human Resources. More than 3 days within a six (6) month period must be submitted and pre-approved in writing by Human Resources and the Board of Commissioners. All paid leave accruals must be taken before unpaid leave begins. Request shall be answered within three (3) work days. In the event of emergencies, requests will be submitted as soon as possible. This Section shall not apply to Military Leave in accordance with USERRA or other applicable Federal and State laws.

Section 10.6 Seniority

No seniority shall accrue during any unpaid leave of absence, except for a leave of absence for FMLA, for military reserve obligation, family, educational purposes as described above, or a leave of absence for other purposes not exceeding thirty (30) days.

ARTICLE 11-DISCIPLINE AND DISCHARGE

Section 11.1 Discipline

- A) Disciplinary action may be imposed on any non-probationary employee only for just cause. All levels of discipline should be appropriate to the situation. Discipline may take the form of:
 - 1. an oral reprimand;
 - 2. a written reprimand;
 - 3. a suspension without pay;
 - 4. termination of employment.
- B) For any actions involving a potential suspension or termination, written notice of the pending action must be given to the Union and the employee. The notice shall contain the specific facts alleged and a list of the alleged violations. This notice must be provided to the employee and the Union at least one calendar week prior to any pre-disciplinary meeting. An employee has the right to Union representation at all meetings concerning disciplinary actions, including investigatory meetings prior to the imposition of discipline. The opportunity to have a Union representative present at the meeting shall not delay the meeting more than twenty-four (24) hours.
- C) Any disciplinary action, other than an oral reprimand, imposed upon an employee, shall be in written form. The statement shall include: 1) the specific County and/or Departmental rules, the specific Federal and/or State regulations, the County policies and/or procedures, and/or areas of the collective bargaining agreement violated, 2) a statement of the disciplinary action, 3) the specific reasons for such action, 4) the required changes, corrections and improvements, 5) the time lines that said required changes, corrections and improvements must be made within, 6) a plan of assistance (if appropriate), and 7) notification of further disciplinary action should the situation continue or recur. Upon the decision to discipline the employee, a copy of the statement shall be presented or mailed by certified mail to the employee at the time of the disciplinary action; a copy shall also be placed in the employee's personnel file.
- D) If the County has reason to discipline an employee, it shall attempt to do so in a manner that will not unduly embarrass the employee before other employees or the public.
- E) Work related deficiencies that are not misconduct, shall be brought to the employee's attention in a constructive manner and should not be handled solely in a disciplinary manner. The employer shall be responsible for informing the employees of the employer's expectations.
- F) The County will make every reasonable effort to conduct investigations and present findings in a timely fashion.

ARTICLE 12 - GRIEVANCE AND ARBITRATION PROCEDURES

Section 12.1 Grievance Procedure

Any dispute concerning the application, interpretation or enforcement of this Agreement shall be resolved in the following manner:

Step I: Employee with or without a Union representative shall take the grievance or dispute with the closest supervisor who has authority to resolve it within twenty (20) working days (excluding holidays and weekends) of the occurrence or when the employee was or should reasonably have been aware of the occurrence. Employees Step I grievance should be in writing and indicate that it is a formal Step I grievance. The supervisor will respond to the employee within ten (10) working days with their response.

Step II: If the grievance remains unresolved at the end of Step I, and if the Department Head was not the closest supervisor to whom the grievance was presented in Step I, the employee, with or without a Union representative, may present a written grievance to the Department Head and the Human Resources Director within ten (10) working days of the date the response in Step I is due. The Department Head will respond to the employee within (10) working days with their response. Termination of employment grievances shall begin at Step II.

Step III: If the grievance still remains unresolved, the Union, on behalf of the employee(s), will decide whether to advance the grievance to the County Commissioners or their designee. To do so, the Union shall deliver its written notices advancing the grievance within ten (10) working days (excluding holidays and weekends) after the response of the Department Head is due. Within ten (10) working days following their receipt of the grievance, the County Commissioners or their designee shall hold a hearing on it at which both parties may call witnesses and present testimony and evidence. The employee may represent themselves, or be represented by the Union, but a representative of the Union must attend the hearing. The County Commissioners or their designee shall issue a decision on the grievance within ten (10) working days of the close of the hearing.

Step IV: If the grievance is still unresolved, the Union shall request arbitration by written notice to the County Commissioners within ten (10) working days after the reply of the Commissioners was due at Step III.

The Local Council Representative and/or Shop Steward may be present at any or all meetings pertaining to this section.

Section 12.2 Time Limits

All parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such limits, the following shall result:

- A) If the grievant or the Union fails to present the grievance in a timely fashion at any step of the grievance process, the grievance shall be deemed waived.

If the County fails to respond in a timely fashion at any step of the grievance process, the grievance shall be deemed denied and may be pursued to the next step.

Section 12.3 Determination of Merit

Resolution of a grievance at any step of the procedure shall be final and binding on the County, the Union and the affected employee(s).

ARTICLE 13 - PROBATIONARY PERIOD

Section 13.1 Purpose

- A) The probationary period is an integral part of the employee selection process and provides the County with the opportunity to upgrade and improve the department by observing an employee's work, training and aiding employees in adjustment to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards.
- B) Every new employee hired by the County shall serve a probationary period of twelve (12) full months. Such probationary employees work at the pleasure of the County and may be terminated at any time. Documented supervisory feedback and appropriate additional training will be performed in a timely manner so new employees may be made aware of any deficiencies and to assist an employee to be successful.
- C) Probationary employees shall be covered by this Agreement as specified herein.

Section 13.2 Promotional or Transfer Probation

Upon promotion or transfer of an employee to a different position, said employee shall serve a probationary period of up to sixty (60) days at the new position, in order to observe and train the employee. During this time, the employee shall have the right to return to their previous position.

Section 13.3 Probationary Status

The Union recognizes the right of the County to terminate new employees on probationary status for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees, including, but not limited to the shifting of work schedules and job classification, the assignment of on-the-job training, and cross-training in other classifications. Subject to the terms of Section 13.2, the Union also recognizes the right of the County to transfer an employee on promotional or transfer probationary status to their previous or another position at the pay rate of the previous position.

ARTICLE 14 - HOURS OF WORK/OVERTIME

Section 14.1 Workweek and Hours of Work

To the extent consistent with the operating requirements of the County and the necessity for continuous service by certain departments, employees shall not be scheduled to work more than five

(5) consecutive days as scheduled by the Department Head and the Board of Commissioners within a seven (7) day period. At the option of the County, an employee's normal schedule may be four (4) consecutive days often (10) hours straight time per day or such other schedule as is determined by the Board of Commissioners to be most responsive to the County's operating, budgetary and manpower requirements. Except for employees engaged in continuous operations, the normal hours of work for all full-time employees covered by this Agreement shall be from 8:00 a.m. to 5:00 p.m. (less one (1) unpaid hour for lunch) unless other hours are determined by the Department Head and the Board of Commissioners to better serve the public, in which event such other hours shall become the normal schedule for the employee(s) involved. The normal workweek shall consist of five (5) consecutive days, not exceeding forty (40) hours per workweek. However, nothing in this Agreement shall be construed as establishing or inferring a guarantee or any minimum number of hours of work or pay per day or per week.

Section 14.2 Rest Periods

All full-time employees shall receive a paid rest period of fifteen (15) minutes during each half shift; rest periods shall be scheduled in accordance with the operating requirements of the department.

Section 14.3 Meal Periods

All full-time employees shall receive an unpaid meal period of sixty (60) minutes during each work shift to be scheduled as near the middle of the work shift as possible. With Board of Commissioner and department management approval, an employee may be allowed the flexibility of voluntarily changing the work schedule consistent with the provisions of Article 14.1 above, to take only a one-half hour unpaid meal period and thereby reducing the work day by thirty-minutes. Hours of paid work shall not be reduced by this understanding. In no event will an employee be allowed to take less than a thirty-minute unpaid meal break nor omit break periods to further reduce the work day. The County and the Union recognize that during an unpaid lunch period the employee is not in a manager/subordinate relationship.

Section 14.4 Overtime

Ordinarily employees shall be scheduled for either five (5), eight (8) hour days or four (4), ten (10) hour days. In the interest of better public service, these standard work hours and days may be modified by mutual agreement without incurring overtime, subject to Sections 14.8 and 14.9.

An employee who is required or allowed to work more than forty (40) hours within a work week, including compensable travel time, shall receive compensatory time at the rate of one and one-half (1 1/2) times for the overtime hours worked in that week. Overtime must be recorded by the end of the next work date after the authorized overtime occurred.

Section 14.5 Call Back

- A) An employee who has left the County premises following the completion of their shift and is called back and reports to the work site prior to the start of their next scheduled shift shall receive a minimum of two (2) hours compensation for such callback. Application of callback time defined: If hours worked are between a quarter (.25) hour and one and one quarter (1.25) hour, will result in a credit of two (2) hours of call-back. If hours worked are beyond one and one-half(1.5) hours, compensatory time will be calculated at time-and-a-half, (1.5) rounded to the nearest quarter hour. Under no circumstances will an employee receive less than two (2) hours of call-back or will the employee receive credit for the same hours twice.
- B) Employees authorized by their Department Head to telecommute instead of reporting to the work site for call back purposes shall record time worked rounded up to the nearest quarter hour. Time worked telecommuting shall be credited as compensatory time and calculated per Section 14.4 Overtime.

Section 14.6 Compensatory Time

Compensation for authorized overtime, call back and holiday work shall be paid in the form of compensatory time off, or, at the option of the County, in pay. Compensatory time off shall be scheduled by mutual agreement, or at the discretion of the employee's supervisor if mutual agreement cannot be reached. Compensatory time off accrued by reason of authorized overtime work may not be accrued beyond one hundred (100) hours, unless mutually agreed upon otherwise in writing between the Department Head, the Board of Commissioners, and the employee. If an employee transfers to another county position, their comp time shall transfer with them.

Section 14.7 Reporting Pay/Inclement Conditions

- A) When, in the judgment of the County Board of Commissioners, weather conditions require the closing or curtailing of a county office within the employees' regularly scheduled work day and the employees are ordered home, such employees will be paid for the remainder of their regularly scheduled shift.
- B) The County Board of Commissioners may direct employees to remain at home prior to the beginning of the work shift because of inclement weather, hazardous conditions, or other circumstances when work will not be available. If announcement is provided by telephone, television, or radio prior to the employee leaving home, the employee will be authorized the optional use of accrued vacation, compensatory time, or leave without pay during the period in which the employee's work is curtailed.
- C) If the County Board of Commissioners or its designee has not attempted to notify an employee that County offices are closed due to inclement weather and the employee reports to work as scheduled, they shall be provided a minimum of two (2) hours' pay, and the employee may return home.

Section 14.8 Flex Time

With agreement of their supervisor, individual employees may "flex" their schedule, modifying their schedule for an individual week. Such request shall not change the total number of hours worked in the FLSA weekly work period. It is recognized that working flex time is totally voluntary. In no case will an employee be compelled to work flex time and refusal shall not reflect adversely on the employee's performance review.

Section 14.9 Alternative Work Schedule

With the permission of the Board of Commissioners, and with the agreement of the affected employee (s), individual managers may schedule an "alternative work schedule" that may change the starting and/or ending time of one or more work days and may change the number of hours worked in a day or in several days. An alternative work schedule shall not, however, change the total number of hours worked in the FLSA work period. If a requested alternative work schedule is denied by either the employee or management, either side may schedule a meeting with the Commissioners whose decision regarding the request shall be final.

Subject to the operational needs of the Department, employees, either individually or as a group, may also request an "Alternative Work Schedule". If the requested alternative work schedule is denied, the employee(s) may schedule a meeting with the Commissioners whose decision regarding the request shall be final.

Section 14.10 Mandatory Meetings

Whenever possible, mandatory meetings for County employees shall be scheduled during employees' regular work hours.

Section 14.11 Travel

Travel outside the work shift for authorized training, conferences or seminars as a passenger in an airplane, train, boat, bus or automobile will be calculated as hours worked.

Section 14.12 FLSA Exempt Employees

The provisions of this article apply equally to FLSA exempt Employees.

ARTICLE 15 - COMPENSATION

Section 15.1 Salary Schedule

Employees shall be compensated in accordance with the salary schedule adjusted each year in accordance with the provisions of Section 15.2 below. When any position not listed on the salary schedule is established, the County shall designate a job classification and pay rate for the position. The Union shall be notified within thirty (30) days and the pay rate established by the County shall be considered tentative until the Union has been afforded a reasonable opportunity to meet and discuss the matter.

Section 15.2 Step Advancement

Each regular employee shall advance one step on the salary schedule after completing 6 months of the 12-month probationary period. Thereafter, each regular employee shall progress on the salary schedule based on the employee's years of service, within their salary classification, on the date of their anniversary of employment.

For the positions of Nurse I through Nurse IV lateral placement on the salary scheduled will be considered. Classification determination will be as follows: Range 24 Nurse I - LPN; Range 25 Nurse II - RN; Range 28 Nurse III - RN with Associates in Nursing; Range 29 Nurse IV - RN with Bachelors or higher in Nursing. Once classification is determined based on the above criteria, step placement will be considered based on applicable years of experience within that classification.

Section 15.3 Wages

- A) Effective July 1, 2025, all employees shall receive an increase of basic salary in the amount of four percent (4%). The salary schedules will also be adjusted accordingly.
- 8) Effective July 1, 2026, all employees shall receive an increase of basic salary in the amount of four percent (4%). The salary schedules will also be adjusted accordingly.
- C) Effective July 1, 2027, all employees shall receive an increase of basic salary in the amount of four percent (4%). The salary schedules will also be adjusted accordingly.
- D) Employees shall be compensated in accordance with the salary schedule (Exhibit A) attached to this Agreement.

Section 15.4 Pay Periods

Employees shall be paid once a month, on the last normal regularly scheduled workday of the month. Employees shall not receive any wage payment at any other time during the month unless their employment terminates with the County. Automatic deposit of payroll checks shall be at the option of the employee.

Section 15.5 On-Call

Employees who are assigned in writing and required to be on-call or carry/answer a duty phone shall be compensated one hour of compensatory time at the straight time rate for each six hours of on-call time served. An employee is on-call when specifically assigned to be available for work outside normal working hours. Criteria for determining on-call status include:

Restriction of employee's movement (geographic).

Specified response time to work issues.

Limits on use of time outside of normal hours.

In the event an on-call employee is required to return to work and is en route to the work location when the call is rescinded, the employee shall be compensated one (1) hour of compensatory time at the straight time rate of pay. All in person and remote work that commences while on-call shall be compensated according to 14.5 Call Back.

Section 15.6 Mileage and Per Diem

Mileage - Mileage reimbursement for required work-related use of a personal vehicle shall be at the established rate consistent with the IRS rate. Employees must receive prior authorization from their Department Head/Supervisor to use their personal vehicle for work-related purposes in accordance with County Policy.

Per Diem - Daily amount of meals and gratuities shall be established consistent with County Policy 4.4. Employees will not receive less than is provided for exempt employees.

The above expense reimbursements may be exceeded with the prior approval of the Board of Commissioners. Employees requesting to exceed these limits shall submit their requests to their Department Head. The Department Head shall submit such requests to the Commissioners.

Whenever possible, lodging shall be arranged by the County and the County shall be directly billed for the lodging.

Section 15.7 New Classifications/Reclassification

The Union shall be provided with access to job descriptions for all covered employees, and shall be furnished with any adopted and Board-Approved new positions or reclassifications of existing positions prior to implementation. The parties will negotiate the salary of any new or materially revised classifications.

If any employee or the Union believes that the current classification for an employee does not accurately reflect the work being performed by the employee, the employee or the Union may request that the Department Head perform a review of the job classification and issue written recommendations on whether the current classification is correct. These recommendations shall be issued within 45 days of the initial request and shall be considered by the County Commissioners within 30 days of the issuance. The decision of the Board of County Commissioners shall be final. Any employee who is classified downward shall not have their pay reduced, but shall not receive any salary increases until the pay of the new classification exceeds the prior classification.

Section 15.8 Bilingual

Eligibility is based on the employee's position, determined in accordance with County policy and practice, and Human Resources approval. Employees and/or Department Heads may initiate the process to Human Resources. Employees who are English/Spanish bilingual and acquire Language Line Solutions Certification as appropriate for the employee's department, as determined by Human Resources, are eligible for a 5% increase to their regular base salary. *See Policy 4.17

Section 15.9 CJIS Representative

The employee designated as the regular CJIS Representative for the County will receive \$150.00 per month for this assignment. This Representative will hold and maintain the CJIS certifications necessary to ensure the County's compliance with State and Federal requirements.

ARTICLE 16 - INSURANCE

Section 16.1 Health and Welfare

Subject to Article 16.2 below and subject to Article 20, Savings Clause and Funding, Section 20.2, the County agrees to continue its present or comparable medical and hospital insurance program for the term of this Agreement, for all employees who are covered by this Agreement, and who qualify under the terms of such programs. The County further agrees to make available a dental insurance program for the term of this Agreement, for all employees who are covered by this Agreement, and who qualify under the terms of such programs, so long as a sufficient percentage of eligible employees choose to participate in such plan to allow its continued availability from the carrier. In the event two employees employed by the County are in the same immediate family so as to be in the relationship of primary insured and dependent under such program, the County shall not be obligated to duplicate contributions or benefits for the same family unit.

Section 16.2 Premium Costs

In order to provide for adequate medical benefits without further increases in cost to the County, the County and the Union agree that the County will contribute the following percentage of insurance premiums:

80 % for coverage of the total premiums. The employee shall pay 20 %. Employees who elect employee only coverage shall remain at 100%.

The contribution amount is to be applied to the monthly premium costs of presently existing or similar group health and welfare, term life, dental and accidental death and dismemberment insurance coverages. The contribution amount may be applied only toward premium costs of these insurances for the employee and the health and welfare and dental insurance for dependents of the covered employee. No portion of this available amount will be paid to the employee. The County will continue to pay the premium cost for life insurance.

Section 16.3 Medical Spending Account

The County agrees to continue to provide employees with the option of making voluntary contributions from their paycheck to a Medical Spending Account or "Manley" account. Contributions will be made solely by the employee for an amount equal to or lesser than the maximum contribution established by law. Contributions shall be made on a pre-tax basis consistent with the applicable Federal and/or State laws.

Section 16.4 Health Reimbursement Account

Upon employment the County will contribute for each full-time benefitted employee one hundred fifty (\$150.00) per month into a HRA. HRA contributions shall be made on a pro rata basis equivalent to the benefitted employee's FTE.

Section 16.5 Life Insurance

The County will provide and maintain life insurance and Accidental Death and Dismemberment coverage of fifty thousand dollars (\$50,000) for each benefitted employee and pay the full cost thereof.

Section 16.6 LifeFlight Membership

Employees employed in a benefitted position between August 1 and August 31 of each year will receive a LifeFlight Membership for the new plan year at the County's expense. Benefits will not be extended to anyone who leaves County employment during the month of August.

Section 16.7 Liability Insurance

The County agrees to adequately insure all employees in the bargaining unit against claims by third persons for personal injury or property damage resulting from the performance of an employee, including the use or operation of vehicles or equipment of the County, while engaged in the regular course of assigned duties.

ARTICLE 17-RETIREMENT

Section 17.1 Retirement Plan

The County agrees to maintain its existing retirement plan during the term of this Agreement, subject to the terms and conditions thereof, as it applies to qualified regular employees in the bargaining unit.

Section 17.2 Employee Contribution Pick-Up

Umatilla County will "pick-up", assume, and pay a six percent (6%) employee contribution to the Public Employees Retirement Fund for the employee members participating in the Public Employees Retirement System, and the Oregon Public Service Retirement Plan. Such "pick-up" or payment of employee member contribution to the system shall continue for the life of this Agreement. The Union and the County agree that if during the terms of this agreement, by any means, the employer is prohibited from "picking-up" PERS this article will be reopened.

If legislative changes are made that impact this article the parties agree to a re-opener of this article.

ARTICLE 18 - SENIORITY

Section 18.1 Definition

- A) County Seniority is the length of continuous unbroken service by a regular employee with Umatilla County since the employee's last date of hire.
- B) Departmental Seniority is the length of continuous unbroken service by a regular employee within the department since the employee's last date of hire.
- C) Classification Seniority is the length of continuous unbroken service by an employee within the departmental classification since the employee's last date of hire.
- D) Employees covered by this Agreement not completing their initial six (6) months of continuous unbroken employment shall not be considered to have seniority and shall not be considered regular employees.

Section 18.2 Seniority List

The County shall establish and maintain seniority lists for all employees covered by this Agreement. The lists shall contain the date of hire and the date of promotion to current classification. A copy of the seniority list shall be available to the Union.

Section 18.3 Vacation Scheduling

Preference in vacation scheduling will normally be based on seniority and may be taken at any time during the year subject to approval of the department head, in accordance with provisions of Section 8.7 (A).

Section 18.4 Termination and Transfer

An employee shall lose all seniority in the event of voluntary quitting or discharge. Departmental seniority is not transferable except when an employee has been transferred as a result of a layoff. In addition, employees who leave the bargaining unit for more than six months and continue to be employed by the County as an elected official, supervisory employee or confidential employee, shall lose their seniority.

When a work-site transfer is necessary, the County will first consider qualified volunteers from inside the bargaining unit. Volunteers will be selected unless the County does not believe the employee has the appropriate skill for the job because of operational requirements.

In the case of an involuntary transfer, the County shall give thirty (30) days' notice whenever practical. If notice is not practical, the employee shall be reimbursed mileage for one month.

Section 18.5 Layoff

The County will identify the classification and division for layoff. Employees in such classification and division identified for reduction shall be laid off in the inverse order of their County Seniority. The county will provide at least thirty (30) days' notice of a layoff to the employees and the Union.

Section 18.6 Bumping Rights

Any employee who is to be laid off and who has advanced to their present classification from a lower classification in which they held a regular appointment may displace the employee in such lower

classification in the same division who has the least County Seniority, provided the displacing employee has greater County Seniority than the employee to be displaced and provided further that the displacing employee possesses the qualifications and ability to perform the work in the lower classification. Their seniority in the lower classification shall be established according to the date of their regular appointment to that classification.

Section 18.7 Recall

After receiving notice of layoff, Employees may exercise options provided in this Section.

Employees shall be called back from layoff according to County Seniority within the classification they were laid off from. In the event of a tie in seniority, an employee who has worked for the County as a temporary, on-call or volunteer employee shall have their time credited for the sole purpose of breaking the tie. If there is still a tie, the tie shall be broken by a coin toss.

If any employees are on the recall list and additional employees are delivered a layoff notice, vacancies will be filled in order of County Seniority.

No new employees shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work. Employees who have the qualifications and ability to perform the work in an equal or lower classification may notify HR of their interest in open positions and fill out an application by the closing date. If determined to meet the qualifications, the employee will be called back into that classification according to County Seniority. Layoff status shall terminate thirteen months after the employee's layoff.

Employees accepting appointments to vacancies in lower classifications shall retain their recall rights set out in this section.

Employees on lay-off status shall keep the County informed of their current addresses. Any employee on lay-off status who fails to report to work within fourteen (14) working days after a registered letter is sent to their last known address, directing them to report to work, shall be considered a voluntary quit. The County shall have fulfilled its obligation hereunder when it has sent notification to report to work to the last known address given to the County by the employee.

Any employee who is physically disabled at the time of receiving notification shall not be required to report to work for a term not to exceed six (6) months from the date of notification provided that the employee notifies the County and furnishes satisfactory evidence of physical ability.

ARTICLE 19 - FILLING OF VACANCIES

Section 19.1 Interviews

County employees who apply for a position opening shall be offered an interview, provided that they meet the minimum job qualifications and have submitted application materials in a timely fashion.

Section 19.2 Professional Feedback

County employees who apply for a position and do not receive it may request feedback from the hiring manager on how the employee may improve his or her qualifications for the position. The feedback shall be provided no later than seven (7) calendar days from the date that it was requested.

Section 19.3 Scope

This Article applies only to employees covered by this agreement applying for positions within this bargaining unit.

ARTICLE 20 - PERSONNEL FILES

Section 20.1 Access

The official personnel file for each employee shall be maintained in the Human Resources Department. Upon reasonable request, an employee may review and/or copy materials in their personnel file.

Section 20.2 Critical Material

No material reflecting critically upon an employee shall be placed in their personnel file without their signature or the opportunity to sign the material. A copy of the document must be furnished simultaneously to the employee. The employee shall have the right to submit a rebuttal which shall be placed in the County personnel file also. Signature by the employee does not necessarily indicate agreement with the material. If the employee refuses to sign, the supervisor shall note such fact on the material.

Section 20.3 Written Response

If an employee believes material which has been or is to be placed in their personnel file is incorrect, they may prepare a written explanation or opinion regarding the particular material and have it included in the personnel file.

Section 20.4 Purging Information

Letters of reprimand involving items of a routine disciplinary nature shall be purged from the personnel file and supervisory files after two (2) years, unless the reprimand specifies an earlier period, provided that no other disciplinary actions, similar in nature have occurred. All other Disciplinary Notices shall be purged from the personnel file after three (3) years, unless the notice specifies an earlier period. Such purged files shall not be used against the employee in subsequent discipline. Requests to purge such information must be made in writing by the employee to their immediate supervisor or Department Head and forwarded upon approval to the Human Resources Department.

Any file maintained by the County Human Resources Department regarding an employee may be inspected by the employee, or any other employee with the written permission of the affected employee. No material of an adverse nature may be kept against an employee unless introduced into the employee's County Personnel File along with the discipline as described in this Article.

If any material reflecting critically or adversely on an employee is proven to be materially incorrect, it shall be removed from the personnel file and supervisory files. Grievances shall not be placed in personnel files.

Nothing in this Article shall be construed as limiting the County's ability to maintain files required by law, including but not limited to litigation files and grievance history files.

ARTICLE 21 - DRUG TESTING

Section 21.1 Drug Testing

To facilitate a safe work and operating environment and to protect the public and the employees, the County will provide for supervisor-directed drug and alcohol testing based upon "probable cause" determinations and in accordance with County Drug Testing Policy 2.7. The County will bear the expenses of such tests.

ARTICLE 22 - SAVINGS CLAUSE AND FUNDING

Section 22.1 Savings Clause

Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof, directly specified in the decision, upon the issuance of any such decision. The parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term thereof.

Section 22.2 Funding

The parties recognize that revenue needed to fund the wages and benefits provided by this Agreement must be approved annually by the established budget procedure and in certain circumstances by a vote of the citizens. The County has no intention of reducing the wages and benefits specified in this Agreement because of budgetary limitations, but it cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement and makes no guarantee as to passage of such budget requests for voter approval thereof.

ARTICLE 23 - CONTRACT EXPIRATION

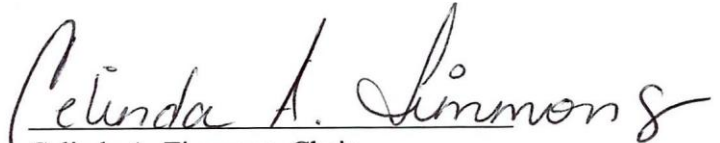
Section 23.1 Expiration Date

Except where otherwise specifically stated, this Agreement shall be effective from July 1, 2025, and shall remain in full force and effect through the 30th day of June, 2028. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than May 1, 2028 that it wishes to modify this Agreement for any reason. In the event that such notice is given, negotiations shall begin no later than thirty (30) days after said notice. This Agreement shall remain in full force and effect during periods of negotiations.

Signatures

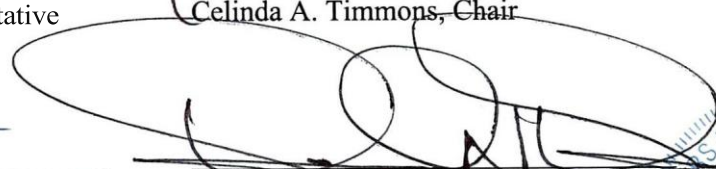
**UMATILLA COUNTY EMPLOYEES UNION, LOCAL 3742 OF THE AMERICAN
FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES**

Haley Wolford Davis, Council Representative
OREGON AFSCME COUNCIL 75



Celinda A. Timmons, Chair

Tim McElrath, Union Bargaining Team



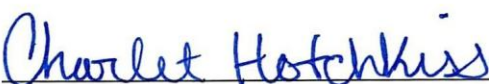
Daniel N. Dorran, Commissioner



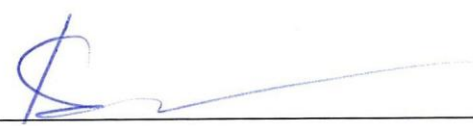
Tierney Cimmiyotti, Union Bargaining Team



John M. Shafer, Commissioner



Charlet Hotchkiss, Union Bargaining Team



Douglas R. Olsen, County Counsel

Date 07/16/25

Date 1/21/25

	EXHIBIT A						
AFSCME SALARY SCHEDULE 25-26							
Effective 07/01/2025							
COLA Applied to Step 1							
			4%				
POSITION	RANGE	Hire Rate	After 6 mths	1 to 3 years	4 to 6 years	7 to 9 years	
		Step 1	Step 2	Step 3	Step 4	Step 5	
Office Assistant II	10	\$ 3,194.00	\$ 3,354.00	\$ 3,522.00	\$ 3,698.00	\$ 3,883.00	
		\$ 38,328.00	\$ 40,248.00	\$ 42,264.00	\$ 44,376.00	\$ 46,596.00	
		\$ 18.43	\$ 19.35	\$ 20.32	\$ 21.33	\$ 22.40	
PBX Operator	11	\$ 3,348.00	\$ 3,515.00	\$ 3,691.00	\$ 3,876.00	\$ 4,070.00	
		\$ 40,176.00	\$ 42,180.00	\$ 44,292.00	\$ 46,512.00	\$ 48,840.00	
		\$ 19.32	\$ 20.28	\$ 21.29	\$ 22.36	\$ 23.48	
Office Assistant III	12	\$ 3,485.00	\$ 3,659.00	\$ 3,842.00	\$ 4,034.00	\$ 4,236.00	
Secretary II		\$ 41,820.00	\$ 43,908.00	\$ 46,104.00	\$ 48,408.00	\$ 50,832.00	
		\$ 20.11	\$ 21.11	\$ 22.17	\$ 23.27	\$ 24.44	
Administrative Secretary	13	\$ 3,657.00	\$ 3,840.00	\$ 4,032.00	\$ 4,234.00	\$ 4,446.00	
Legal Specialist		\$ 43,884.00	\$ 46,080.00	\$ 48,384.00	\$ 50,808.00	\$ 53,352.00	
		\$ 21.10	\$ 22.15	\$ 23.26	\$ 24.43	\$ 25.65	
Accounting Assistant III	14	\$ 3,728.00	\$ 3,914.00	\$ 4,110.00	\$ 4,316.00	\$ 4,532.00	
Accounts Payable Spec		\$ 44,736.00	\$ 46,968.00	\$ 49,320.00	\$ 51,792.00	\$ 54,384.00	
Administrative Aide - Fair/EH/CARE		\$ 21.51	\$ 22.58	\$ 23.71	\$ 24.90	\$ 26.15	
Elections Aide							
Zoning Aide							
Maintenance Assistant	15	\$ 3,885.00	\$ 4,079.00	\$ 4,283.00	\$ 4,497.00	\$ 4,722.00	
Support Enforcement Officer		\$ 46,620.00	\$ 48,948.00	\$ 51,396.00	\$ 53,964.00	\$ 56,664.00	
Medical Assistant		\$ 22.41	\$ 23.53	\$ 24.71	\$ 25.94	\$ 27.24	
Accounting Assistant IV	16	\$ 4,078.00	\$ 4,282.00	\$ 4,496.00	\$ 4,721.00	\$ 4,957.00	
Appraisal Tech		\$ 48,936.00	\$ 51,384.00	\$ 53,952.00	\$ 56,652.00	\$ 59,484.00	
Elections Specialist		\$ 23.53	\$ 24.70	\$ 25.94	\$ 27.24	\$ 28.60	
Maintenance I							

Office Assistant IV							
Records Specialist							
Tax Accounting Aide							
Legal Secretary							
Victim Services Assistant							
Hermiston Facility Specialist							
Asst Veterans Service Officer	17		\$ 4,230.00	\$ 4,442.00	\$ 4,664.00	\$ 4,897.00	\$ 5,142.00
Law Librarian			\$ 50,760.00	\$ 53,304.00	\$ 55,968.00	\$ 58,764.00	\$ 61,704.00
			\$ 24.40	\$ 25.63	\$ 26.91	\$ 28.25	\$ 29.67
Administrative Assistant	18		\$ 4,390.00	\$ 4,610.00	\$ 4,841.00	\$ 5,083.00	\$ 5,337.00
Asst Veterans Service Officer w/certification			\$ 52,680.00	\$ 55,320.00	\$ 58,092.00	\$ 60,996.00	\$ 64,044.00
Code Enforcement /Planning Asst			\$ 25.33	\$ 26.60	\$ 27.93	\$ 29.33	\$ 30.79
Fiscal Assistant							
Maintenance II							
Personal Property Appraiser							
Property Appraiser Specialist							
Property Appraiser Trainee							
Lead Legal Secretary (previo_ usly OAIV class)							
Maintenance Lead	19		\$ 4,547.00	\$ 4,774.00	\$ 5,013.00	\$ 5,264.00	\$ 5,527.00
			\$ 54,564.00	\$ 57,288.00	\$ 60,156.00	\$ 63,168.00	\$ 66,324.00
			\$ 26.23	\$ 27.54	\$ 28.92	\$ 30.37	\$ 31.89
CARE Specialist	M19		\$ 4,714.00	\$ 4,950.00	\$ 5,198.00	\$ 5,458.00	\$ 5,731.00
			\$ 56,568.00	\$ 59,400.00	\$ 62,376.00	\$ 65,496.00	\$ 68,772.00
			\$ 27.20	\$ 28.56	\$ 29.99	\$ 31.49	\$ 33.06
Admin Assistant II	20		\$ 4,716.00	\$ 4,952.00	\$ 5,200.00	\$ 5,460.00	\$ 5,733.00
Associate Planner			\$ 56,592.00	\$ 59,424.00	\$ 62,400.00	\$ 65,520.00	\$ 68,796.00
I/DD Program Spec			\$ 27.21	\$ 28.57	\$ 30.00	\$ 31.50	\$ 33.08
Investigator							
Contact Tracer							
Policy/Grant Coordinator							
Probation Counselor Assistant							
Property Appraiser I/Apprentice							
Tax Collection Specialist							

Veterans Service Officer						
Data Processing Tech	21	\$ 4,915.00	\$ 5,161.00	\$ 5,419.00	\$ 5,690.00	\$ 5,975.00
		\$ 58,980.00	\$ 61,932.00	\$ 65,028.00	\$ 68,280.00	\$ 71,700.00
-		\$ 28.36	\$ 29.78	\$ 31.26	\$ 32.83	\$ 34.47
Comm Serv Prog Cord	21A	\$ 5,059.00	\$ 5,312.00	\$ 5,578.00	\$ 5,857.00	\$ 6,150.00
I/DD Service Coordinator		\$ 60,708.00	\$ 63,744.00	\$ 66,936.00	\$ 70,284.00	\$ 73,800.00
Probation Counselor I		\$ 29.19	\$ 30.65	\$ 32.18	\$ 33.79	\$ 35.48
Planner I	22	\$ 5,102.00	\$ 5,357.00	\$ 5,625.00	\$ 5,906.00	\$ 6,201.00
Property Appraiser II - Farm		\$ 61,224.00	\$ 64,284.00	\$ 67,500.00	\$ 70,872.00	\$ 74,412.00
Property Appraiser II - General/Residential		\$ 29.43	\$ 30.91	\$ 32.45	\$ 34.07	\$ 35.78
Assistant Cartographer	23	\$ 5,285.00	\$ 5,549.00	\$ 5,826.00	\$ 6,117.00	\$ 6,423.00
Cartographer Planning		\$ 63,420.00	\$ 66,588.00	\$ 69,912.00	\$ 73,404.00	\$ 77,076.00
Community Health Systems Developer		\$ 30.49	\$ 32.01	\$ 33.61	\$ 35.29	\$ 37.06
Environmental Health Spec I						
PH Emergency Preparedness Coordinator						
I/DD Community Systems Developer						
I/DD Service Coordinator II (SC I +3 yrs)						
I/ D D Eligibility Specialist						
I/DD Adult Protective Serv Investigator	M23	\$ 5,431.00	\$ 5,703.00	\$ 5,988.00	\$ 6,287.00	\$ 6,601.00
		\$ 65,172.00	\$ 68,436.00	\$ 71,856.00	\$ 75,444.00	\$ 79,212.00
		\$ 31.33	\$ 32.90	\$ 34.55	\$ 36.27	\$ 38.08
Property Appraiser II - Commercial/Farm	24	\$ 5,489.00	\$ 5,763.00	\$ 6,051.00	\$ 6,354.00	\$ 6,672.00
Public Health Nurse I		\$ 65,868.00	\$ 69,156.00	\$ 72,612.00	\$ 76,248.00	\$ 80,064.00
		\$ 31.67	\$ 33.25	\$ 34.91	\$ 36.66	\$ 38.49
Probation Counselor II	24A	\$ 5,658.00	\$ 5,941.00	\$ 6,238.00	\$ 6,550.00	\$ 6,878.00
		\$ 67,896.00	\$ 71,292.00	\$ 74,856.00	\$ 78,600.00	\$ 82,536.00
		32.64	\$ 34.28	\$ 35.99	\$ 37.79	\$ 39.68
Specialist I	M24A	\$ 5,689.00	\$ 5,973.00	\$ 6,272.00	\$ 6,586.00	\$ 6,915.00
		\$ 68,268.00	\$ 71,676.00	\$ 75,264.00	\$ 79,032.00	\$ 82,980.00
		\$ 32.82	\$ 34.46	\$ 36.18	\$ 38.00	\$ 39.89
CIS Specialist	25	\$ 5,694.00	\$ 5,979.00	\$ 6,278.00	\$ 6,592.00	\$ 6,922.00
Environmental Health Spec II		\$ 68,328.00	\$ 71,748.00	\$ 75,336.00	\$ 79,104.00	\$ 83,064.00

Planner II		\$ 32.85	\$ 34.49	\$ 36.22	\$ 38.03	\$ 39.93
Taxation - Data Analyst						
Property Appraiser IV						
Public Health Education Spec						
Public Health Nurse II						
Public Health Overdose Coordinator						
Accountant						
	26	\$ 5,917.00	\$ 6,213.00	\$ 6,524.00	\$ 6,850.00	\$ 7,193.00
		\$ 71,004.00	\$ 74,556.00	\$ 78,288.00	\$ 82,200.00	\$ 86,316.00
		\$ 34.14	\$ 35.84	\$ 37.64	\$ 39.52	\$ 41.50
Lead Senior Planner	27	\$ 6,141.00	\$ 6,448.00	\$ 6,770.00	\$ 7,109.00	\$ 7,464.00
		\$ 73,692.00	\$ 77,376.00	\$ 81,240.00	\$ 85,308.00	\$ 89,568.00
		\$ 35.43	\$ 37.20	\$ 39.06	\$ 41.01	\$ 43.06
Environmental Health Spec III	28	\$ 6,404.00	\$ 6,724.00	\$ 7,060.00	\$ 7,413.00	\$ 7,784.00
Programmer		\$ 76,848.00	\$ 80,688.00	\$ 84,720.00	\$ 88,956.00	\$ 93,408.00
Public Health Nurse III		\$ 36.95	\$ 38.79	\$ 40.73	\$ 42.77	\$ 44.91
Cartographer						
Epidemiologist						
Public Health Nurse IV	29	\$ 7,227.00	\$ 7,588.00	\$ 7,967.00	\$ 8,365.00	\$ 8,783.00
		\$ 86,724.00	\$ 91,056.00	\$ 95,604.00	\$ 100,380.00	\$ 105,396.00
		\$ 41.69	\$ 43.78	\$ 45.96	\$ 48.26	\$ 50.67

**Policy 342 Attachment 5 PLO
Supplement leave request form.pdf**

PAID LEAVE OREGON (PLO) - SUPPLEMENTAL LEAVE REQUEST

NAME: _____

DEPARTMENT: _____

DATE: _____

_____ I hereby request, utilization of my available leave to supplement my state authorized PLO as follows (*leave will be utilized in quarter hour increments*):

<i>Leave Type</i>	<i>Priority (1-4)</i>	<i>Hours Per Day</i>	<i>Maximum Total Hours Authorized</i>	<i>Exhaust Balance Y/N</i>
Sick Leave				
Vacation				
Comp-Time				
FH/BD (Floating/Birthday Holiday)				

Instructions for Employees:

- *Priority:* Mark 1 for the bank you wish to exhaust first, 2 for the second, and so on.
- *Hours Per Day:* Indicate how many hours should be pulled from this bank for each day of absence.
- *Max Total:* The absolute limit of hours to be used from this specific bank for this request.
- *Exhaust Balance:* Indicate if you wish to fully exhaust all available leave from each leave category.

Note: If a priority is not indicated, leave will be processed in the following order, as applicable: sick, comp-time, FH/BD (floating holiday/birthday holiday), vacation. Holidays: To receive pay for a holiday, you must be on paid time for your entire shift both immediately before and after that holiday. Please ensure your leave requests account for this requirement to avoid any interruption in holiday pay.

_____ I decline utilization of my available leave.

I acknowledge the County will make the applicable accrual/pay adjustments to comply with Umatilla County Policy/CBA (if applicable) and have attached my completed Paid Leave Oregon Health Certification.

Employee Authorization

Date

MUST RETURN TO HUMAN RESOURCES NO LATER THAN THE 20TH OF THE CURRENT MONTH

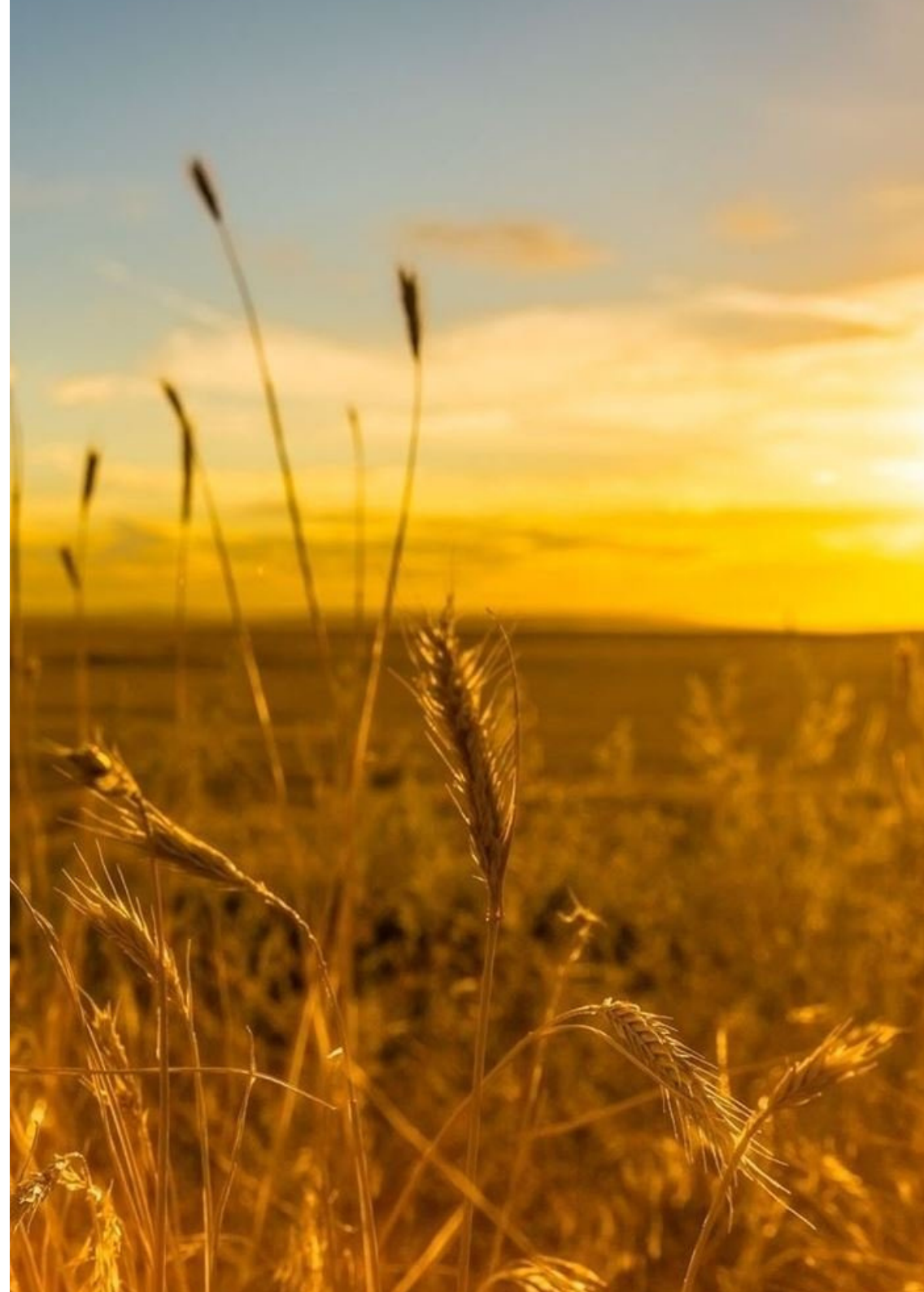
**Umatilla County Brand
Guidelines 2023 reduced_xtra.pdf**



Umatilla County Brand Guidelines

EXHIBIT A

TWENTY TWENTY-THREE



This book is an introduction to Umatilla County's brand identity — what it means, and how to use it properly.

THE TOOLS IN THIS DOCUMENT ENSURE THE BRAND IS PRESENTED WITH CONSISTENCY.

**Umatilla County
Brand Book**

OUR LOGO

There are four different logo variations

LOGO LOCKUP — NUMBER ONE TAG LINE
• GRADIENT • EMBOSS • YEAR



LOGO LOCKUP — NUMBER TWO
GRADIENT • DROP SHADOW



LOGO LOCKUP — NUMBER THREE
SIMPLIFIED • FULL COLOR



LOGO LOCKUP — NUMBER FOUR
SIMPLIFIED • BLACK & WHITE



OUR LOGO

Favicon & Co-branded logos

LOGO LOCKUP — NUMBER FIVE
(FOR FAVICON USE)



CO-BRANDED LOGO LOCKUPS

For co-branding that has previously been approved by the Board of Commissioners, the County logo shall be displayed as the primary logo.



DEPARTMENT LOGOS

The Umatilla County logo should never be modified to include a department, division or program name within the mark. However, department, division or program names can be added below the mark when applicable. It's recommended to only use these versions of the logo on vehicles, apparel and instances where the logo will be large enough to clearly read the words. See color and grayscale examples below. Please note, not all departments have been used as examples. Contact Human Resources for colored and grayscale department logos.



Assessment, Taxation, & GIS



Board of Commissioners



County Counsel



Developmental Disabilities



Harris Park



Human Resources



Public Health



Public Works



Code Enforcement



Community Corrections



Elections



Vegetation Management



Land Use Planning



Maintenance



Records



Veterans Services

OUR COLORS

The color palette that reflects the visual identity of our region

Primary color Eastern Oregon Tan carries the most visual weight in branding applications. Secondary colors are Hat Rock Brown, Columbia River Blue Summer Night Blue, Northwest Green & Farmer Field Orange. Black and White can be used for text on a light colored background. White is used as a balancing element to the other colors in the palette and for text when it is placed on a dark colored background.

Eastern Oregon Tan

C24 M26 Y61 K0
R199 G178 B121
HEXC7B279

Hat Rock Brown

C49 M68 Y75 K58
R76 G50 B38
HEX4C3226

Northwest Green

C81 M42 Y66 K28
R48 G98 B85
HEX306255

Summer Night Blue

C39 M9 Y15 K0
R154 G199 B208
HEX9AC7D0

Farmer Field Orange

C15 M52 Y84 K1
R212 G136 B67
HEXD48843

Black

C75 M68 Y67 K90
R0 G0 B0
HEX000000

White

C0 M0 Y0 K0
R255 G255 B255
HEXFFFFFF

Columbia River Blue

C97 M82 Y22 K8
R37 G69 B127
HEX25457F

OUR FONTS

There are four different font families in use

Umatilla County uses Clarendon Condensed Bold as it's headline typeface for design (such as graphics and video). Clarendon Condensed Bold is a friendly serif that works well for headers, not body copy. Carlito Regular pairs nicely with Helvetica Now Display as a body typeface. Times New Roman Regular is a crisp and clean classic that works well in many different applications.

Aa

Clarendon Condensed Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

Aa

Helvetica Now Display (Regular and Extra Bold)

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

Aa

Times New Roman Regular

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

Aa

Carlito Regular

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

BUSINESS CARDS

Please note - This is an example. We do ask that branding guidelines are followed such as font, colors, and logo positioning (please keep logos at the top of the document).
Formatting and other details are up to each department.



CAMRYN FRIDY

Human Resources Specialist
camryn.fridy@umatillacounty.gov

216 SE 4th Street
Pendleton, OR 97801
Phone: 541-278-6205
Fax: 541-278-6374

**FRONT
PRIMARY BUSINESS CARDS
(Horizontal)**

What is a QR code?

A QR code enables you to simply scan a two dimensional barcode with any handheld device to access information instantly. Such as a web link, images, social media, pay systems and much more!

How do I create a QR code?

There are many different sites that can help you generate a QR code. QRCode Monkey is one of those. It's fast, easy and allows you to personalize your QR code the way you want. (visit www.qrcode-monkey.com to learn more!)

SCAN THE QR CODE TO VISIT
OUR WEBSITE



www.umatillacounty.gov

**BACK
PRIMARY BUSINESS CARDS
(Horizontal)**

GRAYSCALE | SECONDARY LETTERHEAD

VEHICLES

08

All County vehicles will have a 9 x 16 clear oval vinyl decal with the full color version County logo, placed on both driver and passenger front doors. A white background can be used instead of clear if needed for visibility. Department specific vehicles may use the logo which identifies their department. Any requests for exceptions should be submitted in writing to the HR Department for approval with the Branding Committee.



DEPARTMENT TRUCK | EXAMPLE



DEPARTMENT SEDAN | EXAMPLE

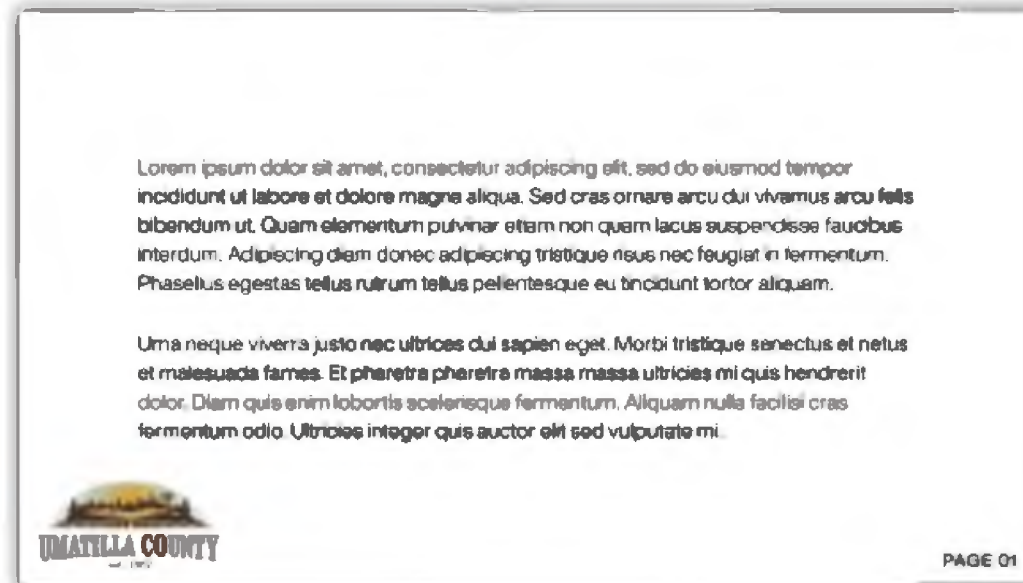
POWERPOINT EXAMPLE

09

Presentations should always display the county logo to ensure professionalism and consistency.



**COVER -
POWERPOINT SLIDE TEMPLATE**



**BODY -
POWERPOINT SLIDE TEMPLATE**

CLOTHING & UNIFORMS

All uniforms or county-purchased clothing and apparel shall include the county logo and adhere to all brand guidelines. Acceptable placement for the Umatilla County logo includes the left side of the shirt as well as on the left sleeve.



CLOTHING | BASIC LOGO



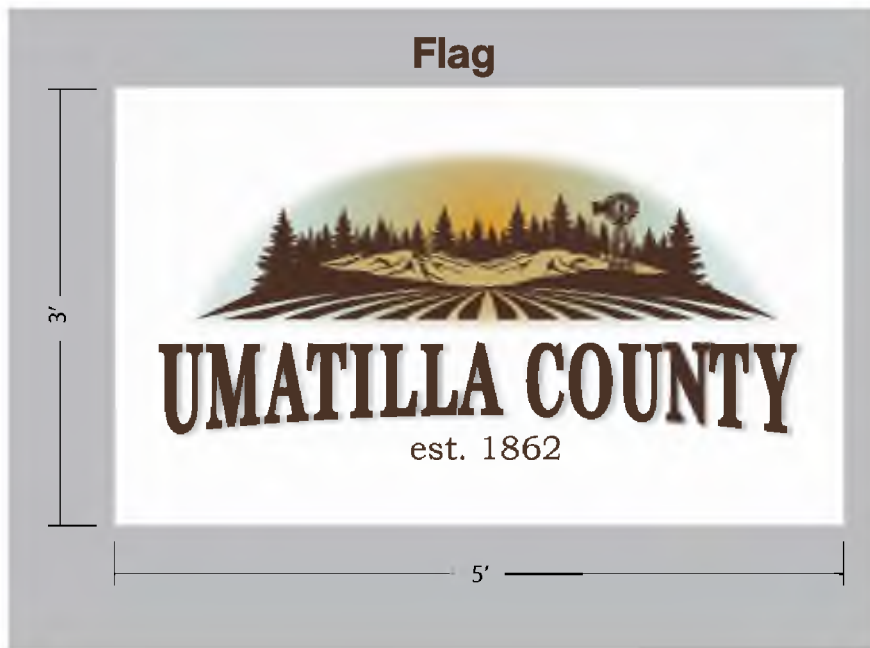
CLOTHING | BASIC LOGO WITH TITLE



CLOTHING | CO-BRANDED

FLAGS, POSTERS, BANNERS, & ADVERTISING

Logos on flags, posters, banners, and advertising shall follow branding guidelines and shall be used to positively identify and professionally represent Umatilla County. Flags will be displayed in the proper position of honor in accordance with the United States Flag Code.



EMAIL SIGNATURE

A professional email signature identifies the employee, the position they hold, and County affiliation. All County email signatures should include Name, Department/Division, Contact Information and the County Logo.

Jennifer Blake

HUMAN RESOURCES DIRECTOR

Umatilla County

216 SE 4th Street, Pendleton, OR 97801

Phone: (541) 278-6207 | **Fax:** (541) 278-6374

Email: jennifer.blake@umatillacounty.gov



New message

To

Subject

Jennifer Blake
 HUMAN RESOURCES DIRECTOR
 Umatilla County
 216 SE 4th Street, Pendleton, OR 97801
Phone: (541) 278-6207 | **Fax:** (541) 278-6374
Email: jennifer.blake@umatillacounty.gov

SEND



UMATILLA COUNTY

est. 1862

**Policy 422 attachment - Building
Improvement Application Form.pdf**



BUILDING IMPROVEMENT APPLICATION
FISCAL YEAR _____ FOR JULY 1, 202__ EFFECTIVE
DUE SEPTEMBER 30, _202_____
Use one sheet per request

Director: _____ **Department/Location:** _____

Building Improvement Needed: _____

Description of Improvement Needed (Please summarize in one paragraph):

Rationale for Improvement request (Please summarize in one paragraph):

Funding Source(s) (Please summarize in one paragraph):

Expected Benefit of Improvement (Please summarize in one paragraph):

If application is Out-of-Cycle, please state the justification/need for urgency (Please summarize in one paragraph):

Identified alternatives if not funded or approved (Please summarize in one paragraph):

Prioritization is _____ of _____ requests.

Thank you for submitting this request. Applications will be reviewed by the Administrative Services Department, Executive Team, and Board of County Commissioners. Please note there is no guarantee requests will be approved. Additional documentation may be attached as necessary.

Submit completed request to: Liaison Commissioner, Administrative Services Director, and Facilities Manager

CBA AFSCME DA 24-27.pdf

AGREEMENT BETWEEN

UMATILLA COUNTY, OREGON

AND

UMATILLA COUNTY DISTRICT ATTORNEY

AND

AFSCME LOCAL UNION 3742-4

AFSCME COUNCIL 75
OF THE
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

JULY 1, 2024 THROUGH JUNE 30, 2027

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ARTICLE 1 - PREAMBLE

The parties to this agreement are the District Attorney for Umatilla County, Umatilla County (a political subdivision of the State of Oregon) and AFSCME Local 3742-4.

This Agreement sets forth the certain matters related to the working conditions and compensation of prosecuting attorneys. The terms of this Agreement are subject to the authority vested in the District Attorney by the Constitution of the State of Oregon, and are subject to the limitations of ORS 8.610 to 8.850. Further, the terms of this Agreement and employee rights under the PECBA shall not serve to reduce the ethical considerations, which govern attorneys licensed to practice law before the courts of Oregon.

With the understanding set forth in this Preamble and Article I, which is contractual, and in furtherance of the goals of positive employer/employee relations described in the PECBA, it is agreed:

ARTICLE 2 - RECOGNITION

The County and the District Attorney recognize the Union as the sole and exclusive representative of employees in the classifications of: Deputy District Attorney I (DOA I); Deputy District Attorney II (ODA II); Deputy District Attorney III (ODA III); and Deputy District Attorney IV (DOA IV); excluding supervisors and confidential employees for the purpose of establishing wages and benefits under the PECBA, subject to limitations described in Article I.

ARTICLE 3 - UNION SECURITY

3.1 Membership. Membership or non-membership in the Union shall be the guaranteed individual choice of employees within the bargaining unit subject to this Agreement; provided, however, that any such employee, who as of the date of execution of this Agreement has chosen, or hereafter and during the term of this Agreement chooses to belong to the Union, shall, commencing with the date of execution of this Agreement, be eligible to maintain membership subject to the following limitations:

A. Union membership shall be defined as the tender of periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership. Dues deduction commences with the first full month of employment.

3.2 Fair share. The County agrees to fair share in accordance with and pursuant to the terms of the ORS 243.650(10) relative to this matter with the understanding that the fair share for nonunion employees shall be equivalent to the dues of the Union membership in Local 3742-4, Council 75, American Federation of State, County and Municipal Employees, AFL-CIO.

3.3 Freedom of Association. The right of non-association of employees based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member is hereby guaranteed. Such employee shall pay his or her fair share amount described herein above to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the representative of the labor organization to which such employee would otherwise be required to pay dues. The employee shall furnish proof to the Union that this has been done.

3.4 Maintenance of Membership. Employees who are current members of the Union at the signing of this agreement or who sign a Union membership card subsequent to the signing of this agreement shall maintain their Union membership for the duration of the collective bargaining agreement. Maintenance of membership shall be a condition of employment.

3.5 PEOPLE. The County agrees to make payroll deductions from the pay of those employees who request, in writing, to deduct from their earnings regular payroll deductions in such amounts authorized by the employees to be paid to the Treasurer of the National Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee.

The County shall remit the aggregate deductions of all employees, together with an itemized statement showing the name and social security number of each employee from whose pay deductions have been made and the amount deducted during the period covered by the remittance, to AFSCME Council 75

All PEOPLE Contributions shall be voluntary and may be revoked at any time by giving written notice to both the Union and the County. It is expressly understood that PEOPLE contributions are not required as a condition of employment.

3.6 Indemnification. The Union 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 or any combination thereof, arising from the application of this Article. In the event that any part of this Article 3 should be declared invalid or that the monthly service

fee collected under this Article should be ordered reimbursed to any nonmember, the Union shall be solely responsible for such reimbursement.

3.7 New Employees. The County agrees to furnish each new employee in the bargaining unit with a copy of the collective bargaining agreement at the commencement of employment of each employee, with the cost of preparation of such agreement to be borne equally between the Union and the County.

ARTICLE 4- MANAGEMENT RIGHTS

The Union recognizes that the District Attorney is an elected, constitutional officer of the State of Oregon; and recognizes the prerogatives of the District Attorney to operate and manage the affairs of the Office of District Attorney in all respects in accordance with the responsibilities and accountabilities of the office, except as otherwise specifically limited by the expressed terms of this agreement. The County and the District Attorney retain all the customary, usual and exclusive rights, decision making authority, prerogatives and functions connected with or in any way incidental to the District Attorney's responsibility and right to manage the affairs of the District Attorney's Office, except as otherwise specifically limited by the terms of this Agreement. The rights of the employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement. The County and the District Attorney shall have no obligation to bargain with the Union with respect to any such subjects or the exercise of discretion and decision making with regard thereto; and subjects covered by the terms of this Agreement are closed to further bargaining for the term hereof; and any subject which was or might have been raised in the course of collective bargaining is closed for the term hereof.

The parties recognize the County and the District Attorney's right to properly determine that Deputy District Attorneys are licensed professionals employed in FLSA-exempt positions and shall be paid on a "salary basis." The parties recognize that Deputy District Attorneys routinely must exercise independent judgment in matters of significance within such constraints, policies and direction as the District Attorney may determine, and consistent with the ethical obligations of lawyers.

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

- A. To determine the services to be rendered to the citizens of the County and in court.
- B. To determine and to follow the County's and the State of Oregon's financial, budgetary and accounting procedures.
- C. To direct and supervise all operations, functions and policies of the District Attorney's Office, and to determine the requirements of facilities and operations in which the employees in the bargaining unit are employed, and such other operations, functions and policies in the remainder of the County as may affect employees in the bargaining unit.
- D. To manage and direct the work force, including, but not limited to, the right to determine the place to report for work; to determine methods, processes and manner of performing work; the right to hire, promote and retain employees and transfer them within the same pay range or demote to a lesser pay range should they not be qualified for retention in the present pay range, or should their work habits or productivity not justify retention in the present pay range; the right to lay off; the right to abolish positions or reorganize the departments; the right to determine schedules of work and regular hours of work when the office is open and employees are expected to be present; the right to purchase, dispose of and assign equipment or supplies; and the right to demote or terminate the employment of deputy district attorneys who serve at will as determined appropriate by the District Attorney.
- E. To determine the need for a reduction or an increase in the work force and to implement any decision with regard thereto.

- F. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment and appearance.
- G. To implement new, and revise and discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- H. To contract or subcontract work as may be determined appropriate by the District Attorney without further bargaining, where the work to be transferred from the bargaining unit is performed by a Special Prosecutor, a visiting District Attorney, or an Assistant Attorney General.
- I. To assign regular hours of work and work locations.
- J. To designate and to assign work duties.
- K. To introduce new duties within the unit.
- L. To determine the need for and the qualifications of new employees and promotions.
- M. The District Attorney and the County affirm that the collective bargaining process and the resulting collective bargaining agreement is not intended to define the relative rights of the District Attorney and the County as joint employers of the Deputy District Attorneys; and that the relative power over personnel matters related to attorneys are established by the Oregon Constitution and laws. This subparagraph M reflects agreement of the District Attorney and the County, and is intended to govern any interpretation of this labor agreement.

ARTICLE 5 - BENEFITS

Section 5.1 Health and Welfare

The County agrees to continue its present or comparable medical and hospital insurance program for the term of this Agreement, for all employees who are covered by this Agreement, and who qualify under the terms of such programs. The County further agrees to make available a dental insurance program for the term of this Agreement, for all employees who are covered by this Agreement, and who qualify under the terms of such programs, so long as a sufficient percentage of eligible employees choose to participate in such plan to allow its continued availability from the carrier. In the event two employees employed by the County are in the same immediate family so as to be in the relationship of primary insured and dependent under such program, the County shall not be obligated to duplicate contributions or benefits for the same family unit.

Section 5.2 Premium Costs

In order to provide for adequate medical benefits without further increases in cost to the County, the County and the Union agree that:

Effective July 1, 2024, the County will contribute the following percentage of insurance premiums:

80% for coverage of the total premiums. The employee shall pay 20%. Employees who elect employee only coverage shall remain at 100%.

The contribution amount is to be applied to the monthly premium costs of presently existing or similar group health and welfare, term life, dental and accidental death and dismemberment insurance coverages. The contribution amount may be applied only toward premium costs of these insurances for the employee and the health and welfare and dental insurance for dependents of the covered employee. No portion of this available amount will be paid to the employee. The County will continue to pay the premium cost for life insurance.

Section 5.3 Group Term Life Insurance. In recognition of the unique aspects of public service as a prosecuting attorney, the DDAs shall be provided with a group term life insurance death benefit of fifty thousand dollars (\$50,000.00).

Section 5.4 Health Reimbursement Account: Recognizing the nature and public safety aspects of the prosecutor's role in the criminal justice system, the County shall contribute one hundred twenty-five dollars (\$125.00) per month to the Health Reimbursement Account with HRA VEBA on behalf of employees, or the contribution provided by the County for the class of exempt employees, whichever is greater.

Section 5.5 Vacation. DOA Vacation accrual shall be capped at four hundred (400) hours in recognition of the work and responsibilities inherent in the practice of law.

Section 5.6 Administrative Leave: The District Attorney may grant administrative leave in recognition of the nature of trial work and completed significant professional accomplishments in amounts which are

reasonable in light of trial demands and prosecutorial services rendered by a deputy. The decision to schedule such leave is at the discretion of the District Attorney. Such leave is not accrued leave; it is not compensable in dollars; it does not carry forward monthly, and is recorded as it is used on the employee's timesheet as administrative leave, however there shall be no record of administrative leave accruals.

Section 5.7 Continuing Legal Education: The County will pay the registration or tuition and reasonable travel expenses incurred in accordance with County policies necessary to attend Continuing Legal Education (CLE) programs which are approved by the District Attorney, relevant to the job duties of a prosecuting attorney, within the mandated CLE requirements of the Oregon State Bar, and within the approved budget of the District Attorney's Office.

ARTICLE 6 - COMPENSATION

Employees shall be compensated based upon a regular work week of 40 hours established as the hours when the District Attorney's Office is open for the courts and the public. Employees are salaried professional employees who determine their hours of work outside of the regular hours when the District Attorney's Office is open to the public and do so based on professional requirements and responsibilities dictated by case load.

Section 6.1: A DOA IV is a career prosecutor position within the District Attorney's Office occupied based on experience and skill. Promotion to DOA IV is not an automatic advancement; rather, advancements in every case shall be based on merit as determined by the District Attorney and fiscal resources as fixed by the County.

*Appendix A Salary Schedule

Section 6.2 Salary Schedule:The Oregon Supreme Court approved the Supervised Practice Portfolio Examination (SPPE) framework and accompanying rules on November 7, 2023. The SPPE will allow applicants to work in supervised apprenticeship settings following graduation from law school beginning May 15, 2024. Following completion of the established criteria SPPE employees will submit a portfolio of work to be examined for admission to the Oregon State Bar. While in the SPPE process all employees will be placed in the DAI/Apprentice classification.

Umatilla County and AFSCME Local 3742-4 agree to place the classification of Apprentice/DAI at a rate of \$1000 less per month than the DAI Step classifications on the AFSCME Local 3742-4 salary schedule.

Section 6.3 Step Advancement: Each regular employee shall advance one step on the salary schedule after completing 6 months of the 12 month probationary period. Thereafter, each regular employee shall progress to the next step on the salary schedule, within their salary classification, on the date of their anniversary of employment. A DAI/Apprentice employee who has completed the SPPE program and obtained admittance to the Oregon State Bar, shall be moved to the DAI Step I classification and be credited with months of service towards the 12 month probationary period. An employee who has served 12 months at the top step of the DOA II salary range shall advance to the first step of the DOA III salary range on the employee's anniversary date. Nothing in this Section is intended to prohibit the District Attorney from promoting an employee to a higher salary classification.

Section 6.4 Cost of Living Adjustments:

Effective July 1, 2024 Appendix A Salary Schedule reflects range and step adjustments which include a Four (5%) percent COLA.

Effective July 1, 2025 Appendix A Salary Schedule shall be adjusted by Four (4%) percent COLA.
Effective July 1, 2026 Appendix A Salary Schedule shall be adjusted by Four (4%) percent COLA.

Section 6.5 Cell Phone: The County will provide cell phones to each Deputy District Attorney at our cost to be used for County business purposes.

Section 6.6 On-call compensation: A DOA who has been placed in the on-call rotation will receive \$200.00 per pay period.

ARTICLE 7 - HOLIDAYS

Section 7.1 Recognized Holidays

The following shall be recognized as holidays:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving	Fourth Thursday in November
Day After Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25

Every day appointed, designated, or declared a holiday by the President and the Governor as a Holiday in the year.

Section 7.2 Weekend Observance

If any holiday listed in Section 7.1 falls on Saturday, the preceding Friday will be observed. If any holiday falls on Sunday, the following Monday will be observed.

Section 7.3 Holiday Pay

Employees who are assigned to work on the Day After Thanksgiving will receive 1.5 times the actual hours worked to be used as Administrative Leave by December 31, of the current year earned or the time will be forfeited.

Section 7.4 Birthday Holiday

Employees shall earn eight (8) hours birthday time off in the month of their birthday. If the employee is unable to schedule his/her birthday time off in the month of their birth, eight (8) hours will be credited to his/her vacation accrual balance.

ARTICLE 8 - RETIREMENT

Section 8.1 Retirement Plan

The County agrees to maintain its existing retirement plan during the term of this Agreement, subject to the terms and conditions thereof, as it applies to qualified regular (non-probationary) employees in the bargaining unit.

Section 8.2 Employee Contribution Pick-Up

Umatilla County will "pick-up", assume, and pay a six percent (6%) employee contribution to the Public Employees Retirement Fund for the employee members participating in the Public Employees Retirement System, and the Oregon Public Service Retirement Plan. Such "pick-up" or payment of employee member contribution to the system shall continue for the life of this Agreement. The Union and the County agree that if during the terms of this agreement, by any means, the employer is prohibited from "picking-up" PERS this article will be reopened.

ARTICLE 9 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Section 9.1 Bar Complaints: The County shall provide in-house counsel and represent a Deputy District Attorney in responding to complaints filed or disciplinary proceedings commenced by the Oregon State Bar, when in his/her discretion the District Attorney believes that such defense is necessary or advisable to protect the interests of the County and when the conduct which is the subject of the complaint was in accordance with:

- a) department ethics policy
- b) the direction of a supervisor; or
- c) was apparently within the proper scope and discretion of the duties assigned

9.2 Personnel Policies Apply: Except as otherwise provided in this Agreement and excluding any policy inconsistent with Article 1, conditions of employment as specified in the County's personnel policies and procedures shall apply to employees of the bargaining unit.

ARTICLE 10 - ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, 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. This Agreement constitutes the sole and entire Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County and the District Attorney shall be governed by Article 4 - Management Rights. The County and the Union for the life of this Agreement each unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement, except as otherwise specified in this Agreement.

ARTICLE 11 - SAVINGS CLAUSE

Should any article, section, or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

ARTICLE 12 - TERMINATION

This Agreement shall be effective on the first day of the month following ratification by the parties unless otherwise provided herein, and shall remain in full force and effect until June 30, 2027, and shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing no later than May 1, 2027, that it wishes to modify the contract for any reason. The contract shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of _____, 2024.

AFSCME LOCAL UNION 3742-4

Mathias Chau
Bargaining Member

Jameson Hayes
Bargaining Member

Greggory Shimer
Bargaining Member

Darren Holden
AFSCME Council 75 Representative

UMATILLA COUNTY

John M Shafer, Chair
Commissioners

Celinda A. Timmons
Commissioner

Daniel N. Dorran
Commissioner

Daniel Primus
District Attorney

Doug Olsen
County Counsel

APPENDIX A

Deputy District Attorney Salary Schedule

Effective July 1, 2024 the salary ranges will be adjusted as listed below:

AFSCME SALARY SCHEDULE 24-25						
DEPUTY DISTRICT ATTORNEY						
EFFECTIVE 7-1-24						
	5%	COLA				
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
DDAI/Apprentice	\$6,690.00	\$7,184.00	\$7,427.00	\$7,595.00	\$7,939.00	
	\$80,280.00	\$86,208.00	\$89,124.00	\$91,140.00	\$95,268.00	
	\$38.60	\$41.45	\$42.85	\$43.82	\$45.80	
DDAII	\$7,690.00	\$8,184.00	\$8,427.00	\$8,595.00	\$8,939.00	
	\$92,280.00	\$98,208.00	\$101,124.00	\$103,140.00	\$107,268.00	
	\$44.37	\$47.22	\$48.62	\$49.59	\$51.57	
DDA III	\$9,406.00	\$9,867.00	\$10,329.00	\$10,793.00	\$11,225.00	
	\$112,872.00	\$118,404.00	\$123,948.00	\$129,516.00	\$134,700.00	
	\$54.27	\$56.93	\$59.59	\$62.27	\$64.76	
DDAIV	\$11,576.00	\$12,037.00	\$12,497.00	\$12,957.00	\$13,416.00	\$13,886.00
	\$138,912.00	\$144,444.00	\$149,964.00	\$155,484.00	\$160,992.00	\$166,632.00
	\$66.78	\$69.44	\$72.10	\$74.75	\$77.40	\$80.11

**Policy 342 attachment - 4 OPL
Notice of plo request form.pdf**

PAID LEAVE OREGON - NOTICE OF LEAVE REQUEST

First Name:	Last Name

Type of Leave: (Check one) See below for information about each leave type.			
☐	Family Leave	☐	Medical Leave
☐	Safe Leave		

Explanation of the need for leave:

Anticipated Start Date:	

Anticipated End Date:	

Anticipated Return Date, if different than End Date:	

Employees Signature

Received by

Date

Date

CBA-UCLEA 23-26.pdf

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

UMATILLA COUNTY

AND

UMATILLA COUNTY LAW ENFORCEMENT ASSOCIATION

EFFECTIVE JULY 1, 2023 - JUNE 30, 2026

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**AGREEMENT
BETWEEN
UMATILLA COUNTY, OREGON
AND
UMATILLA COUNTY LAW ENFORCEMENT ASSOCIATION**

PREAMBLE

This Agreement is entered into by Umatilla County, Oregon, hereinafter referred to as the "County," and Umatilla County Law Enforcement Association, hereinafter referred to as the "Association." Unless indicated otherwise, references to the "Employer" or the "County" herein shall include the Board of County Commissioners and the Sheriff of Umatilla County as the elected officials directly responsible to the citizens of the County for operation of the department covered by this Agreement.

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment.

The parties agree as follows:

ARTICLE 1- SCOPE OF AGREEMENT AND RECOGNITION

Section 1. Recognition. This Agreement shall apply to Umatilla County employees employed in the Sheriffs Office (for the purposes of this Agreement the Sheriffs Office includes, but is not limited to the UCSO, UCCC) but excluding elected officials, the Undersheriff, captains, lieutenants, sergeants, Community Corrections Supervisors, one (1) Sheriffs Office Manager, one (1) Community Corrections Office Manager. The County recognizes the Association as the sole and exclusive bargaining agent for the purposes of establishing wages, hours and other conditions of employment for employees within this bargaining unit.

Section 2. Type of Employee Definitions.

A. The following categories of regular employees are represented by the Association. Employees in these categories are eligible to receive benefits pursuant to this Agreement, per County policies, and as prescribed by law.

- (1) **Full-time Employees:** Employees whose regularly scheduled work week consists of forty (40) hours per week or as amended for alternate work schedules as set forth in this Agreement. These employees earn full benefits.
- (2) **Less Than Full-Time Employees:** Employees whose regularly scheduled work week consists of less than forty (40) hours per week (i.e., 3/4 FTE). These employees shall receive pro- rated benefits.
- (3) **Part-Time Employees:** Employees whose regularly scheduled work week consists of not less than twenty (20) hours per week. These employees shall receive half(½) benefits.
- (4) **Grant Funded or Contract Funded Employees:** These employees have been placed in a special assignment by the USCO/UCCC that is partially or fully-funded by outside resources

paid to the County. If funding for the position is eliminated, these employees retain all Association rights per this Agreement.

B. The following categories of non-regular employees are represented by the Association. Employees in these categories are not eligible to receive benefits, except as provided in County policies and as prescribed by law. Any other non-regular employee category not listed below, that is performing any Association work or duties, is also represented by the Association.

(1) **Temporary Employees.** Shall fill any vacancy not classified as a regular position except in the case of fill-in during an employee's temporary absence such as Family Medical Leave, military leave of less than six (6) months, LWOP pursuant to Article 12, or Workers' Compensation disability leave. Unless there is written agreement between the Association and the County, no temporary position shall exist longer than six (6) consecutive calendar months in any calendar year.

(2) **On Call Employees.** On Call Employees shall not work a regularly scheduled work week. Training time will not count as shifts worked provided the employee is not being counted as a shift member for staffing purposes during training. In order to determine the number of shifts worked by an on-call employee, work weeks shall start on Sunday at 0000 and last until Saturday at 2359. An on-Call employee will not be used to replace a regular employee.

(3) **Temporary Special Employees.** County policy 4.7 dated April 1, 2009 is attached and incorporated into this Agreement by reference as Appendix A, and addresses Temporary Special Employees that work as courthouse security in both Hermiston, Pendleton and/or as floaters. **Policy 4.7 Section III C. Non-Union does not apply to this Agreement.**

(4) **Seasonal Employees.** These employees serve in special assignments, such as Marine Patrol, Army Corps of Engineers, and Forest Service that are funded by special contracts between the County/Sheriff and the contracting agency. If the funding is eliminated, the position is eliminated.

(5) Non-regular employees listed above shall have the same obligations and choice to join the Association and/or pay dues to the Association the same as all other regular Association-represented employees; however, the Association will establish in writing a dues rate for non-regular employees and shall provide the Association-established non-regular employee dues rate to the County from time to time as necessary; provided, however, that dues shall be assessed only in each calendar months when the non-regular employee works.

(6) Discipline of a non-regular employee is not subject to "just cause" standards nor may such discipline be arbitrated through this Agreement's grievance procedure. However, in accordance with Article 8 of this Agreement, the County will provide "due process" before disciplining or terminating a non-regular employee.

(7) No temporary employee, temporary special employee, seasonal employee, on-call employee or other type of non-regular employee shall be entitled to lay-off or bumping rights.

(8) [REDACTED] is
e [REDACTED] n-
r [REDACTED] ed. PERS/OPSRP shall only be paid for those eligible by
PERS/OPSRP rules and law.

(9) Each Division of the Sheriffs Office will develop a protocol for scheduling and assigning overtime opportunities consistent with this Agreement and which addresses how and when overtime will be worked by non-regular employees. In the absence of a protocol agreed upon by

the Association the following will apply: "A non-regular employee may not work overtime hours unless the overtime has been first offered and rejected by all regular Association-represented employees eligible and qualified and available to work such overtime." In the case of unforeseen overtime necessitated by emergency operations of the Sheriffs Office, overtime may be performed by a current on-duty regularly scheduled non-regular employee without necessitating the overtime work first being offered to a regular Association employee.

(I0) A non-regular employee who is retiring from full-time service with ten (I0) years or more Umatilla County experience in a DPSST certified position and returns to service within the same classification within twelve (12) months of retirement, will be placed on the salary schedule at the hourly rate of the step they held as a full-time employee. These non-regular employees are not eligible for step advancements, or other benefits.

C. For purposes of this Agreement, the County's classification of a position as a regular or non-regular is a presumptive distinction for the position, subject to rebuttal and challenge at the option of the Association.

ARTICLE 2 - ASSOCIATION BUSINESS

Section 1. Notification of Association Coverage and Employment. The County agrees to notify the Association, in writing, within seven (7) days from the date of first employment of any employee subject to this Agreement, to the extent the information is in the County's records, of the name of such employee, home address, phone number(s), personal email (s), the position for which employed, the rate of pay or wage range and step, and the date employment begins. For the purposes of explaining this Agreement an Association representative shall be entitled to meet without loss of pay with newly hired employees appointed to any bargaining unit position. The Association orientation shall be 30 minutes of paid time both for the Association representative(s) performing the orientation and for the new employee receiving the orientation. Each new employee shall attend an orientation conducted by Human Resources within the first seven (7) days of employment. Such orientation shall be scheduled by Human Resources, in collaboration with the Association, and shall consist of explanation of various employee rights, benefits, rules and regulations. So long as the actions of the parties are lawful in accordance with ORS 243.670, et seq., the Association and the Sheriff/Director or his designee shall set a time for new employee(s') Association orientation, which shall be conducted on duty at the Sheriff's Office/Community Corrections during the first ten (10) days of employment by an Association representative who works at that location, and preferably on the first day of employment.

Section 2. Employee Choice.

A. **Membership.** All employees of the County covered by this Agreement who are members of the Association in good standing on the date this Agreement is executed shall remain members in good standing and those who are not members on the date this Agreement is executed may, on or after the 30th day following the date this Agreement is executed, become and remain members in good standing in the Association. Payment of the Association dues and any initiation fees shall be indication of the employee's desire to become a member of Association.

The County and the Association will reciprocate and provide employee information necessary for the timely and effective administration of payroll deductions and payments to the Association under this Agreement and Association governance documents. The County may request and retain documentation of written payroll deduction authorizations from employees represented by the Association which evidence the employee's consent. Once such authorization evidence is received by the County the County shall timely remit payments to the Association for such deductions. The parties shall cooperate to correct promptly any payroll and dues payment related error which either party identifies.

B. **Check--off.** The County shall honor the Association check-off system in whatever amount designated and in such manner as prescribed by law and/or this Agreement.

For such employees of the County who certify orally to the Association or in writing that they authorize deductions of Association dues and/or initiation fees, the County shall deduct from the first paycheck each month such amounts not to exceed the Association provision in effect. Such funds shall be remitted promptly to the authorized Association officer or transferred to the Association's bank account designated by the Association to receive such funds by use of electronic funds transfer (EFT) arrangements suitable to the parties' respective financial institutions. The parties will devote necessary, reasonable effort to establish and maintain EFT methods as a matter of mutual convenience and efficiency.

C. **Apolitical Member Choice.** Employees who do not select Association membership may choose Apolitical status and agree to make Apolitical Member choice monthly payments to the Association. Such

Apolitical Member choice monthly payments shall be the same amount paid by regular Association members. The County will deduct each month the Apolitical member payments and shall remit these funds in the same manner as dues check-off amounts described above.

D. Nonmember. An employee of the County in a job classification represented by the Association who chooses not to be a member or an Apolitical member of the Association, shall be a nonmember of the Association. Such employees shall be represented by the Association. The County recognizes the Association as the exclusive representative of all employees in bargaining unit positions, including such nonmember employees, as provided for by the PECBA relating to mandatory subjects of bargaining, subjects with mandatory impacts, and the application and enforcement of this Agreement. Nonmembers who choose to join or rejoin the Association shall do so only under the following conditions and may not do so otherwise:

1. The Nonmember shall not be the subject of a current professional standards investigation, critical incident or criminal investigation.

2. The time window for a Nonmember to join or rejoin the Association shall be January 1 to January 31 of each calendar year. Membership shall be effective thirty (30) calendar days after an eligible Nonmember requests to join or rejoin the Association within the period permitted.

3. The Nonmember shall pay back dues owed to the Association in an amount not to exceed the total which would have been paid during the six (6) month period ending upon the effective date of membership.

4. The Nonmember shall execute and authorize dues withholding documentation as set forth in this Article.

Section 3. Dues Deductions.

(a) Association dues/Apolitical deduction will be withheld from the first (1st) paycheck and each subsequent paycheck.

(b) The written request for dues/Apolitical deductions is not terminated when an employee is placed on any type of leave of disciplinary suspension with pay. The County shall deduct Association dues/Apolitical deductions which have not been paid during time off without pay commencing with the first (1st) paycheck following the employee's return to paid status.

(c) The aggregated deductions of all dues/Apolitical payers together with an "itemized reconciliation" shall be remitted to the Association no later than the tenth (10th) of the month following the month for which the deductions were made. The County and the Association will cooperate to accomplish this by Electronic Funds Transfer (EFT). The reconciliation shall include: (1) a heading indicating the name of the employer and the period covered, (2) a listing of the dues/Apolitical payers in alphabetical order by last name first, amount of dues/Apolitical paid, any type of change since last reconciliation (termination, retirement, cancellation, new members, name change).

(d) The County and the Association shall cooperate in order to correct payroll and check-off errors which may be accomplished with an offset or an addition in subsequent payroll periods after discovery of the error(s).

Section 4. Individual Choice and Rights. The County and the Association shall not interfere with, intimidate, restrain, coerce or discriminate against any employee in his/her free choice to participate or join or refusal to participate or join the Association.

Section 5. Use of County Facilities and Equipment. The County will allow reasonable use of County facilities for Association meetings, if requested in advance in writing with adequate notice based on availability. The Association will not incur unreasonable County expense, such as long distance telephone, photo copier and paper, and use of vehicles, for example, without advance written approval. On duty personnel will be allowed to attend Association general membership meetings with five (5) days' notice of the meeting as long as the operational needs of the County are met and the meetings take place before or after the employees' regular work hours, during meal period or during any other break periods.

Section 6. CBA/PECBA Bargaining. Seven (7) on-duty Association Members shall be permitted to attend negotiating sessions with the County without loss of pay relative to securing Agreement renewal or for the purposes of PECBA bargaining related to ORS 243.698 et seq. Attendance shall be subject to call. Reasonable advance notice shall be given to the County with as much time as is practical in advance of the anticipated absence(s). The dates, times and places for these negotiating sessions shall be established by mutual consent between the parties. The parties may agree that additional Association members will be permitted to attend negotiation sessions with the County without loss of pay and/or in an on-duty status.

Association bargaining team members may request to flex their work shift to facilitate bargaining and/or labor relations meetings with the County, with at least forty-eight (48) hours advance notice. This request will not result in any overtime.

Section 7. Association Visits. Authorized nonemployee agent(s) of the Association shall have access to the County's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, that there is no unreasonable interruption of the County's work. Such Association Agent(s) shall advise the County of their presence and their intended visit upon arrival at the County's establishment when they first enter the premises. Notice to County will be provided by contacting the Sheriff or Department Director or designee.

Section 8. Bulletin Boards. The County agrees to furnish and maintain suitable bulletin boards in convenient places in the work area to be used by the Association. The Association shall limit its use of such boards to notices and bulletins concerning routine Association matters. Bulletin boards shall not be used for controversial or inflammatory subjects.

Section 9. Defense and Indemnity. The Association will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County as a result of the County's compliance with and/or enforcement of the provisions of this Article or as a result of any check-off; provided however that the Association shall not be liable for obligations of any employee which were not paid by the employee due to payroll withholding error or other reason.

Section 10. Association Business. Association officers and authorized representatives shall be certified in writing to the County from time-to time or when requested by the County. With as much notice as practical in advance, authorized representative(s) shall be granted reasonable time off without loss of pay for the purpose of meeting with the County within the scope of representation. The Association shall give the County as much notice as is practical when authorized representative(s) need time off with pay to conduct Association business. Subject to public safety emergencies and operational needs designated Association representatives will be authorized to engage in Association activities without loss of pay when necessary during the work shift (i.e.: investigate grievances, attend investigatory meetings and/or due process hearings, participate in collective bargaining, arbitration and/or an administrative hearing,

labor relations interactions with the County, representation and Association support related to officer involved shootings and/or traumatic use of force incidents, matters related to and/or associated with potential discipline); provided however that (1) these rights shall not be abused, and (2) on-duty Association representative(s) must notify their supervisor before prioritizing Association activity during hours of work, and (3) on-duty Association representative(s) may be asked to assist in obtaining shift coverage before prioritizing Association activity during work hours.

Section 11. Assessment of Fees to Nonmember.

The Association, as the exclusive representative of employees covered by this Agreement, may be required to represent a Nonmember of the Association and to incur costs and expend Association resources in so doing. Therefore, the parties recognize that the Association may assess and charge fees for such representation to any Nonmember. If a Nonmember fails to pay the Association costs/fees assessed to the Nonmember by the Association in connection with Association representation, the Association may use the legal process to assert its claims and collect amounts due to the Association. If a Nonmember and the Association enter into an agreement and written payroll withholding arrangement signed by the Association and the Nonmember which is intended to avoid collection litigation and garnishment of wages, the County will honor the Agreement and the payroll deductions thereby designated in writing to the extent and limits allowed by law.

ARTICLE 3 - MANAGEMENT RIGHTS

Except as expressly abridged by the terms of this Agreement, the County retains all the customary, usual and exclusive rights, decision-making prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the County or any part of it. The rights of employees in the bargaining unit and the Association hereunder are limited to those specifically set forth in this Agreement and in state and federal law, and the County retains all prerogatives, functions and rights not specifically limited by the specific terms of this Agreement. Except as required by ORS 243.698 et seq., the County shall have no obligation to bargain with the Association with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, any subjects covered by the terms of this Agreement and closed to further bargaining for the term hereof, and any subject which was or might have been raised in the course of collective bargaining but is closed for the term hereof.

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

- (a) To determine the services to be rendered to the citizens of the County.
- (b) To determine and to follow the County's financial, budgetary and accounting procedures.
- (c) To direct and supervise all operations, functions and policies of the department in which the employees in the bargaining unit are employed and operations, functions, and policies in the remainder of the County as they may affect employees in the bargaining unit.
- (d) To close or liquidate any office, branch, operations or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.
- (e) To manage and direct the work force, including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, transfer within the same pay range and retain employees; the right to lay off; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies.
- (f) Except as abridged by this Agreement, the right to determine a lateral hire employee's pay step placement and paid leaves accrual placement.
- (g) To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
- (h) To establish, revise and implement standards for hiring, classification promotion, quality of work, safety, materials, equipment, appearance, methods, and procedures.
- (i) To implement new, and to revise or discard wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- U) To assign and distribute work.
- (k) To assign shifts, workdays, hours of work, and work locations.

- (l) To designate and to assign all work duties.
- (m) To introduce new duties and to revise job classifications and duties within the unit, provided the Association receive notice of changes to mandatory subjects of bargaining and are negotiated, if requested by the Association, prior to implementation.
- (n) To determine the need for and the qualifications of new employees, transfers, and promotions.
- (o) To discipline, suspend, demote, or discharge an employee for just cause.
- (p) To determine the need for additional educational courses, training programs, on-the-job training, and cross training and to assign employees to such duties for periods to be determined by the County.
- (q) To contract or subcontract work as may be determined by the County, provided that as to work which has been previously and regularly performed by employees in the bargaining unit, the County agrees to afford an opportunity for the Association to negotiate with it as to the effect of such action on employees in the unit prior to finalizing or implementing new decisions concerning such contracting or subcontracting.

The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or as set forth above, to bargaining during the term of this Agreement.

ARTICLE 4-SENIORITY, LAYOFF, BUMPING, RECALL

Section 1. Definition.

- (a) **Layoff.** For purposes of this Agreement, layoff shall be defined as a non-disciplinary separation from service for involuntary reasons other than resignation, not reflecting discredit on an employee.
- (b) **Sherifrs Office Seniority.** For purposes of this Agreement, Sheriff's Office Seniority shall mean the length of an employee's continuous service within the Sheriff's Office since his/her last date of hire.
- (c) **Classification Seniority** shall mean the length of an employee's continuous service within a classification. Parole and Probation Officers which functionally are not delineated by budgetary limitations or a competitive selection process, and for purposes of this Article, these job categories shall each be considered a single classification.

For layoff, bumping and recall purposes, the job categories of Corrections Officer and Corporal shall be considered a single classification.

- (d) **Part-time Seniority** - Part-time Seniority is based on rate of time worked. For example, a .5 FTE will be credited for six (6) months seniority per each year worked.

An employee shall not have any seniority until he/she completes the probationary period.

Section 2. Layoff.

- (a) The County will provide at least thirty (30) calendar days' written notice prior to any layoff of any "regular" employee represented by the Association. Upon the layoff of any "regular" employee, the work of all "non-regular" employees in the same classifications as laid off "regular" employees shall be offered to the laid off "regular" employee(s) before a "non-regular" employee may perform the work. Any "regular" employee in laid off status accepting "non-regular" work shall be paid and compensated as provided for the "non-regular" position assumed.
- (b) "Regular" employees will be laid off by classification and by classification seniority. The least senior employee(s) will be laid off in inverse order of seniority.
- (c) For the purposes of implementation of this Section 2, the "non-regular" employee work of courthouse security is able to be performed by any "regular" employee classification who is certified by DPSST as a police officer, corrections officer and/or probation/parole officer.
- (d) A laid off "regular" employee working "non-regular" employee work, will not be limited in hours/days worked, as set forth in Article 1 of this Agreement. It is the intent of the parties that a laid off "regular" employee working "non-regular" employee work be able to work as many hours/shifts as lawfully possible; however, this employee will only receive benefits as described in Article 1 of this Agreement, as provided by County policy, or as required by State law.

Section 3. Bumping Rights. An employee displaced from his/her job by reason of a layoff shall be entitled to bump the least senior remaining employees in a lower and previously held classification within

their department or division based on seniority in that classification, provided that the employee is fully qualified to perform all the duties of the former classification.

Any employee having transferred divisions/departments prior to the ratification of this Agreement, shall retain their bumping rights held prior to the ratification of this Agreement

Section 4. Seniority List and Recall Rights. Employees shall be called back from layoff according to Classification Seniority in the classification from which they were laid off for twelve (12) months following the date of layoff, after which recall rights shall end. No new employee shall be hired in any classification until all employees who have been laid off from that classification for less than one (1) year have had an opportunity to return to work.

Section 5. Employee Responsibility. Employees shall keep the County informed of their current addresses. Any employee who has been laid-off and who fails to report to work within fourteen (14) working days after a certified letter is sent to his/her last known address, directing him/her to report to work shall be considered a voluntary quit. The County shall have fulfilled its obligation hereunder when it has sent notification to report to work to the last address given to it by the employee.

Section 6. Disabled Employees. Any employee who is temporarily physically disabled at the time of receiving notification and is not expected to be able to report within the fourteen (14) days set out in Section 5 above, shall provide a physician's certification as to the temporary disability and its expected duration and the person recalled shall further advise of the desire to remain subject to further recall for a period of up to six (6) months. The County shall then notify the next person on the recall list. If there is no one available for recall, the County may fill the positions in the regular fashion. The disabled employee who gives notice of temporary disability shall continue to be recalled for the next available openings that may occur within the six (6) months period as set forth in Section 5.

ARTICLE 5 - STRIKES AND LOCKOUTS

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

Section 2. Return to Work. In the event of strike, work stoppage, slowdown, picketing, observance of picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately upon notification attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage, or by whether such subject matter is or is not subject to the grievance and arbitration provisions of this Agreement.

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

ARTICLE 6 - SETTLEMENT OF DISPUTES

Section 1. Determination of Merit. The provisions of this Article shall not be interpreted to require that the Association process any grievance through the grievance and arbitration procedure that it believes in good faith lacks sufficient merit. The Association may determine a grievance lacks sufficient merit prior to its filing, or at any time throughout the steps described in Section 2 of this article. Nothing in this section shall be interpreted to require the Association to make a determination of merit prior to the informal process in Section 2, or at any other step outlined in this article.

Section 2. Grievance Procedure. A grievance is defined as a complaint or concern arising out of an alleged violation of the provisions of this Agreement. An employee covered by this Agreement who has such a complaint or concern, and the Association, shall present the essence of the employee's complaint, concern or grievance informally and verbally to the division head within twenty (20) calendar days of knowledge of the occurrence in question; the division head shall have twenty (20) calendar days to respond and shall do so verbally and in writing to both the employee and the Association during a mutually-agreed to and scheduled meeting. When the Association presents a grievance, the Association shall notify the division head in writing that the informal process is proceeding under Article 6. If the matter is not resolved informally to the satisfaction of the Association, the matter shall be pursued in the following manner, which shall be the sole and exclusive method for the resolution of all grievances:

STEP 1: The Association shall put the grievance in writing and then present the issue to the employee's division head within twenty (20) calendar days of the division head's decision at the informal stage, in an effort to adjust the issue. The grievance document shall be signed and dated, and shall set forth a statement of the grievance and the alleged facts involved, including relevant dates, citation to the applicable provisions of the Agreement alleged to have been violated, and the relief sought. The division head shall respond in writing within twenty (20) calendar days of the discussion, excluding Saturday, Sunday and legal holidays.

STEP 2: In the event the matter is not resolved at STEP 1, if the Association wishes to pursue the matter further, the Association shall submit the grievance in writing to the Sheriff/Director or his designee within twenty (20) calendar days of the division head's Step 1 written response. The Sheriff/Director or his designee shall meet with the Association and shall provide a written response to the Association within twenty (20) calendar days of the date it was received by the Sheriff/Director.

STEP 3: If the grievance still remains unsettled after STEP 2 and the Association wishes to pursue the matter further, the Association shall submit the grievance in writing to the County Commissioners within twenty-eight (28) calendar days after the response in STEP 2 is given. Following the giving of such notice, the County Commissioners, or their designee and the representatives of the Association shall meet within twenty-eight (28) calendar days. The County Commissioners will give a written response to the grievance to the Association within twenty (20) calendar days.

STEP 4: If the grievance is still unsettled after completion of STEP 3 and the Association wishes to pursue the matter further, it shall, within twenty-eight (28) calendar days of the written response of the County Commissioners under Step 3, provide written notice to the County of its desire to refer the grievance to arbitration.

Section 3. Arbitration. Arbitrators shall be selected from a list of Oregon based and Washington based arbitrators maintained by the Oregon Employment Relations Board (ERB) for all arbitrations except law enforcement misconduct matters.

Non-Law Enforcement Misconduct Cases: Within ten (10) calendar days of the Association's written notice to the County the Association shall contact the ERB to obtain an arbitrator list from the ERB that the parties will use to select the arbitrator. The parties shall alternately strike names from the ERB arbitrator list, with the parties flipping a coin or medallion to determine the order of arbitral name strikes. When only one (1) name remains on the list, that name shall be that of the arbitrator. The designated arbitrator shall set a time and place for the hearing that is agreeable to both parties. Expenses for the arbitrator shall be borne by the losing party. However, each party shall be responsible for compensating its own witnesses and representatives. If either party desires a verbatim recording of the proceedings, it may cause such a recording to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. The arbitrator shall have authority to consider only a claim based on a specific provision of this Agreement and shall have no right to modify, detract from or add to this Agreement and shall base the decision and award exclusively on the contractual obligations inherent in this Agreement. Any decision of the arbitrator within the scope of this Agreement shall be final and binding upon the parties.

The selected arbitrator shall render a decision within thirty (30) calendar days of the close of the hearing unless extended by agreement of the parties.

If the arbitrator is faced with a question of arbitrability at the arbitration hearing, then the arbitrator shall be obligated to first hear arguments and evidence and decide that question. If the arbitrator affirmatively decides the question of arbitrability in favor of arbitration, then the arbitrator may hear arguments and evidence on the merits of the grievance. If requested by either the Association or the County, the hearing on the question(s) of arbitrability shall be held separately from any hearing on the merits of the grievance. The decision(s) of the arbitrator shall be binding on both parties to this Agreement.

Upon written mutual agreement by the Association and the County, at the conclusion of the evidentiary portion of the arbitration, the parties may agree to oral closing arguments in lieu of written closing briefs. If the parties mutually agree to oral closing arguments, the parties may also mutually agree, in writing, to have the arbitrator issue an oral bench decision. This decision by the parties must be exercised, in writing, prior to the start of the actual arbitration hearing. The oral bench decision shall be recorded and transcribed by the parties as the formal record of the arbitration. The arbitrator shall issue their oral bench decision within a reasonable time after the conclusion of the arbitration and within such time as the arbitrator and the parties agree.

Law Enforcement Misconduct cases: Selection of an arbitrator for cases of misconduct by a law enforcement officer proceeding under ORS 243.706(3), will follow the rules announced by the Employment Relations Board pursuant to HB 2930, and found in OAR 115-040-0034. The parties will contact ERB for the selection of an arbitrator within ten (10) calendar days of the Association's notice to the County. Aside from the selection of the arbitrator for law enforcement cases, the remainder of the provisions of this section apply to all arbitration cases.

Section 4. Time Limits. The time periods specified in this Article may be extended or modified by mutual written consent. Failure by the Association or the employee to comply with a specified time

limitation shall be treated as an unsatisfactory disposition of the grievance. If the County fails to comply with the applicable specified time period, then the matter will advance to the next step.

Section 5. Resolution. Resolution of a grievance at any step of the procedure shall be final and binding upon the County, the Association, and the affected employee(s). Any resolution shall be reduced to writing and executed by a representative of each party.

ARTICLE 7 - PROBATIONARY PERIOD

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

Section 2. Length. All employees, including promoted or transferred employees, required to attend a DPSST academy in order to obtain their basic Oregon certificate, shall serve an eighteen (18) month probationary period. All other employees shall serve a twelve (12)-month probationary period. Upon successful completion of the probationary period, the employee shall become a regular full-time employee, and shall attain seniority retroactive to his or her most recent date of hire.

In order to enhance recruitment efforts, newly hired employees who are already certified by Oregon DPSST or who are eligible for certification through the DPSST equivalency academy, and whose classifications otherwise require DPSST academy training will serve a nine (9)-month probationary period.

Section 3. Status. Probationary employees are not entitled to just cause protections per Article 8, Section 1, and are "at-will" employees subject to termination at any time during their probationary period.

Section 4. Promotional/Transfer Probation. Upon promotion or transfer to another classification that does not require a new DPSST certification, the employee shall serve a six (6)-month probation in the new classification. Should the employee not make the adjustment in transfer or promotion, it shall be the right of the Sheriff/Director to transfer the employee back to his/her original position transferred or promoted from. Such decision shall be made by the Sheriff/Director and shall be documented in writing with a copy provided to the employee and the Association. The six (6)-month probation may, at the request of the employee and at the discretion of the Sheriff/Director be waived, in writing. A copy of the waiver will be provided to the employee and the Association.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

Section 1. Disciplinary Measures. Disciplinary action shall be for just cause. Discipline includes the following steps and shall normally be progressive as outlined below but the disciplinary process may be entered at any step depending upon the severity of the incident causing the disciplinary action:

- A. Verbal reprimand, which may be documented in writing;
- B. Written reprimand;
- C. Reduction in pay;
- D. Suspension without pay;
- E. Demotion;
- F. Discharge.

Section 2. Employee and Association Representation Rights.

A. An employee shall have the right to have an Association representative present at any meeting or interview between the County and the employee that may lead to the imposition of a discipline greater than a verbal reprimand, including any fact-finding pre-disciplinary meetings that occur prior to the imposition of discipline.

B. The employee will be informed of their right to have an Association representative present and, pursuant to ORS 243.666, the County will make sure that the Association has been notified and offered the opportunity to participate in any meeting between the County and an employee that may lead to the imposition of discipline which is greater than a verbal reprimand.

C. If at any time during a meeting, between the County and an employee, that was held without an Association representative present and without the Association being notified about the meeting, it appears a more serious disciplinary problem or issue has developed, the County will immediately suspend the meeting and proceed in accordance with Sections 4 through 5 of this Article.

D. As a matter of practice, all meetings between the County and an Association-represented employee, that relate to discipline, shall be electronically recorded by the County and by the Association at its discretion. Upon request, a copy of the County/Association recordings shall be provided to the involved employee and/or the Association or County.

Section 3. Non-Economic Disciplinary Action.

A. Counseling is not disciplinary in nature.

B. Reprimands. If the County does not investigate an employee pursuant to Sections 4 through 5 below, then the most severe discipline the County can impose is either a verbal or a written reprimand.

An employee or the Association shall have the right to submit a written response/rebuttal to a verbal or written reprimand, which shall be maintained and/or transmitted with the record of discipline.

C. Effect of Verbal Reprimand. Verbal reprimands over one (1) year old shall not be a basis for progressive disciplinary actions. Verbal reprimands are not subject to grievance beyond Step 2.

D. Minor complaints (incidents for which no more than a verbal warning may result), which may be handled immediately when a representative is not readily available.

E. An employee or the Association shall have the right to submit a written response/rebuttal to a verbal or written reprimand, which shall be maintained and/or transmitted with the record of discipline.

Section 4. Due Process. The County shall not impose a reduction in pay, suspension without pay, demotion or discharge of a non-probationary employee without appropriate pre-disciplinary due process procedures as set forth in Section 4 and 6 of this Article.

A. Pre-disciplinary "due process" means written notice of the charges and the facts upon which the charges are based, notice of the maximum range of discipline under consideration, and an opportunity to meet with the decision maker or his/her designee.

B. At the time of the decision of the County to schedule a pre-disciplinary (Loudermill), the County shall provide the Association and the affected employee with all the information, materials and documents which the County relied upon and obtained during the investigation. Such information shall be provided to the Association, either by hand delivery, or if feasible, transmitted to the Association electronically, unless impractical to do so, in which case the parties will collaborate as to how the information will be transmitted to the Association.

C. If a grievance is filed, documents upon which the County has relied shall be provided to the Association and the affected employee. If a grievance is filed, the County shall have a continuing duty to provide any and all additional information about the investigation, the employee, and/or the discipline, to the Association.

Section 5. Avoidance of Embarrassment. If the County has reason to discipline an employee the County shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the general public. The Association shall also make a reasonable effort to ensure that any information the Association receives about a represented employee is not used to unduly embarrass the represented employee.

Section 6. General Procedures.

A. **Potential Discipline Situations.** Any employee who becomes subject to an investigation concerning an act which, if proven, could reasonably result in disciplinary action involving loss of pay or dismissal, will be afforded the following safeguards:

1. The employee and the Association will be informed that a formal investigation is commencing within seventy-two (72) hours of the County's initiation of the formal investigation, unless the employee is under investigation for violation of the Controlled Substance Act, or violations which are punishable as felonies or misdemeanors under law, or if doing so would jeopardize either the criminal or administrative investigation.
2. At least seventy-two (72) hours prior to a disciplinary interview by the County of an employee, the result of which could be that the County may impose an economic sanction upon the employee as a result of the underlying incident, the employee and

the Association will be informed, in writing, of the nature of the investigation and the specific allegations, policies, procedures and/or laws which form the basis for the investigation at that time (See **Exhibit C** which is an example); the employee will be afforded the opportunity to consult with an Association representative; and the employee and the Association will be provided all available materials the County possesses, at that time, related to the investigation.

3. With regard to Section 6.A. numbers 1 and 2 above, when releasing information to the employee and the Association, the County may place conditions on disclosure of witness statements under circumstances where the conditions are warranted in order to limit risk of claims or aggravation of difficult circumstances in the work place or in the County's relationship with a victim. In such event, the County and the Association shall cooperate to meet appropriate investigative and due process needs.
4. The employee shall be allowed the right to have an Association representative present during the interview and any meeting(s) with the employee related to the investigation. The opportunity to have the Association representative present at the interview shall not delay the interview more than twenty-four (24) hours, unless the parties mutually agree to a longer extension
5. All interviews shall take place at Sheriffs Office/Community Corrections facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
6. The County shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, during contiguous times, or during an assigned administrative shift, except for emergencies. However, where the Sheriff or the designee or Community Correction's Director or designee is a party to the interview, the County may schedule the interview outside the employee's regular working hours as long as the appropriate overtime payments are made to the employee. Where an employee is working on a graveyard shift, the County will endeavor to conduct the interview contiguously to the employee's shift, and the appropriate overtime or irregular hours payments shall be made to the employee.
7. The employee will be directed to answer any questions specifically involving the non-criminal matter(s) under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America. All compelled investigatory interviews will include a *Garrity* notice to the employee.
8. The employee shall be entitled to such reasonable intermissions as may be requested for personal necessities.
9. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the County from questioning the employee about information which is developed during the course of the interview.

10. The County shall electronically record the interview. A copy of the complete recording of the interview of the employee shall be furnished, upon request, to the Association. If the employee is subsequently re-interviewed, the prior interview(s) of the employee shall be transcribed and provided to the employee and the Association at least twenty-four (24) hours prior to the re-interview. If the interviewed employee is subsequently disciplined, and if the County or Association transcribes the recording, then a copy of the transcription shall be provided to the other party.
11. Interviews and investigations shall be concluded without unreasonable delay.
12. The employee and the Association shall be notified in writing of the results of any investigation, and for non-criminal investigations, those results must be presented in writing to the employee and the Association within six (6) months from discovery by the County of the basis of discipline. If not, the employee will be exonerated of all charges.
13. After discipline is imposed upon an employee, if and when any information related to the employee's discipline is transmitted to any prosecutor (Brady issue) and/or related to certification issues (DPSST), the same information shall be contemporaneously transmitted to the Association's legal counsel.

B. Use of Deadly Force Situations. Employees involved in the use of deadly force shall be advised of their rights to and shall be allowed to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement.

Interviews of "involved" officers from a deadly force incident shall be done in compliance with the County's "Officer Involved Shooting" protocol.

C. Section 8.5 of this Agreement shall not apply to a criminal investigation conducted by another law enforcement agency. This section shall not prevent informal inquiry following an event which will be formally investigated in order to ascertain what occurred to the best of the involved officer's ability to recall, provided however, that the County shall only rely upon the involved officer's formal interview statements for all administrative purposes.

ARTICLE 9 - HOURS OF WORK

Section 1. Regular Hours. The regular hours of work each day shall be consecutive except for interruptions for meal periods and rest periods.

Section 2. Workdays, Workweeks and Work Periods.

A The regular workweek will be designated by the Sheriff for each division of the Sheriffs Office and shall consist of one of the following: eight (8) consecutive hours per day for five (5) consecutive days followed by two (2) consecutive days off; or ten (10) consecutive hours per day for four (4) consecutive days followed by three (3) consecutive days off; or a 5-9/4-9 work schedule which is a fourteen (14)-day work period of eighty-one (81) hours wherein an employee works five (5) consecutive nine (9) consecutive-hour workdays followed by two (2) consecutive days off, followed by four (4) consecutive nine (9) consecutive-hour workdays followed by three (3) consecutive days off or any combination of two twelve (12) hour shifts and two eight (8) hour shifts over four consecutive days followed by three (3) consecutive days off.

B. As an alternate in the case of the **Corrections Division**, an alternating shift of three (3) and four (4) consecutive twelve (12)-hour workdays per week on duty followed by alternating three (3) and four (4) consecutive days off is currently in effect and the status quo. Corrections Division employees working a twelve (12)-hour shift shall also receive nine (9) additional paid scheduled days off per year, which shall be scheduled off by mutual agreement. The nine (9) days shall be available for use July 1 of each fiscal year and shall be used within the fiscal year. If the time has not been used by March 31 of each fiscal year, the County may unilaterally schedule time off between April 1 and June 30 for the employee for the remaining unused time. The days for new hires will be pro-rated from the date of hire. In the event the time is taken off, and the employee's employment ends during the fiscal year, the employee's final check shall be reconciled on the basis of 0.75 days earned per month.

C. Selection of shift periods (that is, starting times and shift change roll-over days) is at the discretion of the Sheriff's Office. If shift periods are altered by the Sheriffs Office after the posting of the shift bid schedule or after the implementation of the seniority shift bid schedule, a new seniority shift bid shall occur for selection of the altered shift periods.

D. A workday is a twenty-four (24)-hour period commencing at the beginning of an employee's regularly scheduled work shift. A workweek is a seven (7) consecutive calendar day period commencing on the first calendar day of an employee's regularly scheduled workweek. For Community Corrections, the seven (7) calendar day workweek will commence at 0000 on Sunday and end at 2359 on Saturday.

E. Nothing in this Article shall prevent the parties from entering into a mutually acceptable written agreement amending work hours and/or hour-related issues. Such an agreement shall be subject to the grievance procedure.

F. Notwithstanding the foregoing in this Section, Program Technicians, Office Assistants, Receptionists, employees assigned to the civil division with the exception of sworn Civil Deputies, and community corrections employees with the exception of the Work Crew Supervisor, work an eight (8)-hour shift with an unpaid thirty (30) or sixty (60)-minute lunch period as agreed upon by the employee and the supervisor or as directed by the supervisor as necessary under a particular circumstance, and such shifts are considered to be comprised of "consecutive hours" within the meaning of this Article.

Section 3. Work Schedules.

A. All employees shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. Work schedules showing the employee's shifts, workdays, and hours shall be posted on Sheriffs Office/Community Corrections bulletin boards. Except for emergency situations and for the duration of the emergency, changes in work schedules shall be posted seven (7) days prior to the effective date of the change. For the purposes of this paragraph "emergency" shall mean a sudden and urgent occasion for action or a pressing necessity, neither of which could have been reasonably anticipated to occur, and shall be accommodated by the Sheriffs Office by moving the least senior non-probationary employee(s) on the schedule, or by call back or holdover at overtime, or by overtime work.

B. Community Corrections employees shall work the regular base shift specified, and with the prior authorization of their supervisors, shall have the latitude to adjust the starting and quitting times of the work day(s) within a work week or FLSA work period as needed to accommodate the work schedules of their clients and/or the work plans for the day or week, provided however, that no employee will work more than five (5) work days totaling forty (40) hours within a work week without prior authorization of a supervisor.

C. At shift change, employees shall be paid for actual hours worked and overtime worked as required by the FLSA and this Agreement. At shift change, if the employee's work week changes, the employee shall be paid for the shift change period based upon the work week (prior or successive) which produces the greater number of overtime hours. If the impact on an employee of the shift change is that the employee works fewer hours than the employee's regularly scheduled hours of work, then the employee shall be paid for hours actually worked; in addition and at the employee's election provided earned paid leave is available, an employee who so requests, prior to the pay period of the shift change, shall be paid the amount of the employee's regular salary based on regularly scheduled hours, and the difference shall be charged to the employee's chosen paid leave balance, except sick leave, unless an employee is sick, on FMLA/OFLA or as allowed by law.

D. Specific to the Communications Division, in conjunction with annual shift bidding and annual vacation bidding, the Sheriff's Office shall establish and post, in writing, the minimum staffing level for each Communications shift (Day, Swing, Graveyard) in the Communications Division. The shift bidding schedule will be designed so that at least one telecommunicator will have access for purposes of vacation bidding from each shift; this requirement does not preclude the County from denying a vacation request where it is foreseeable that employee will be absent for protected reasons for a work week or longer.

E. The County will administer daylight savings time by either authorizing overtime when the time changes backwards one (1) hour in the fall, causing the employee to work additional time, or by paying the employee for the actual hours worked, at the appropriate regular rate of pay, when the time changes forward one (1) hour in the spring, or in the spring, at the election of the employee, one (1) hour of accrued vacation may be used.

Section 4. Rest Periods. A paid rest period of fifteen (15) minutes shall be permitted for all employees during each half shift, except those individuals working a twelve (12) hour or ten (10) hour shift shall receive an additional rest period of fifteen (15) minutes; rest periods shall be scheduled in accordance with the operating requirements of each officer's duties.

Section 5. Meal Periods. Employees working more than six (6) hours per shift, and less than twelve (12) hours per shift shall be entitled to one (1) meal period per shift. Employees working a twelve (12)

hour shift shall be entitled to two (2) meal periods per shift. Consistent with Bureau of Labor and Industry regulations and Sheriff's Office needs, lunch periods will be unpaid, unless the employee is required to stay on-site and is not relieved of all work duties while on the meal break. If a community corrections, dispatch, or corrections employee is required to stay on-site and is not relieved of all work duties, the meal period will be paid and a meal will be provided upon request. Bureau of Labor and Industry regulations require a meal period of not less than thirty (30) minutes. The length of the meal period will be determined by the Sheriff or his designee, and shall occur near the middle of the work shift. The lunch period for employees working a twelve (12)-hour shift shall occur near the middle of the first (1st) half, and the middle of the second (2nd) half of the shift.

Section 6. Guarantee of Hours Worked. No provision of this Agreement shall be construed as establishing or inferring a guarantee of any number of hours of work or pay per day or per week.

Section 7. Shift/Days Off Seniority Bidding.

A. A proposed successor work schedule and seniority bid list shall be posted no later than September 1 of each year. A shift/work schedule to include days off shall be determined and posted by the Sheriff's Office not later than thirty (30) days prior to the beginning of the upcoming work schedule rotation. Employees in each division shall be entitled to seniority bid for their work schedule each October, for the following calendar year.

B. The seniority shift bid schedule cycles shall be the calendar year broken into three (3) or four (4) month shift cycles, based off divisional needs, which begin three (3) or four (4) times each year in January, May and September (3 times) or January, April, July and October (4 times). During the rollover of shifts (shift change), it may be necessary for the Sheriff to assign paid administrative time off to an employee. During the rollover of shifts (shift change), any overtime associated with the shift change shall be paid as overtime for the rollover as set forth in Section 9.3.C above.

C. A shift/work schedule to include days off shall be utilized by employees within each Division. Shift and work schedule bidding will be granted by Division seniority except for probationary employees and their trainers/FTOs who may be assigned based on need to balance the shifts and provide appropriate training to probationary employees in training. To the greatest extent possible, the supervisor will attempt to reconcile FTOs' schedule with the FTO's seniority preference. Seniority may not be used to bid the same shift more than two (2) consecutive times. Shifts will be divided into grave, day, swing, and relief; or in the case of twelve (12)-hour shifts will be divided into day and night. Probationary laterally placed employees who no longer require a trainer/FTO shall be eligible to bid for shifts based upon seniority.

D. Any employee who has not bid within twenty-four (24) hours of posting of the seniority shift bid work schedule for the upcoming calendar year shall forfeit their shift bid and have their work shift assigned for the upcoming calendar year. The Association shall be responsible to ensure timely bidding by Association represented employees. The UCSO and UCCC shall ensure that results of annual seniority shift bidding work schedule are posted within fourteen (14) days of completion of bidding.

E. Seniority Shift Re-Bids and/or Mid-Shift Placements.

1. An employee, who voluntarily leaves a special assignment prior to the agreed-upon separation date associated with the employee's special assignment and who returns to work in a position which bids for shifts, shall be placed into a shift slot (days off/shift) by management based upon a good faith analysis of operational and/or personnel needs.

2. An employee who is removed from a special assignment or whose special assignment position is eliminated, and who returns to work in a position which bids for shifts, shall be allowed to exercise their seniority to select a shift slot (days off/shift) that the employee would have been able to bid into during the Annual Shift Bid.

F. Re-Bidding. If a vacant shift slot is projected to be available prior to the next shift rotation, the Association and the management may mutually agree to a timely re-bid to be effective at the next shift rotation and/or for the remainder of the calendar year.

G. Shift Trades. Employees may apply for shift trades in writing to their supervisor that, if approved, produce no obligation for the County to pay overtime.

ARTICLE 10 - SICK LEAVE

Section 1. Accrual Rates. All employees accrue sick leave benefits as an insurance against the impact of illness or injury of the employee. Sick leave shall accrue at the rate of eight (8) hours per full calendar month of service. Less than full-time employees shall accrue sick leave on a pro rata basis. Accrual shall begin on the employee's most recent employment date. Sick leave accumulated prior to the date of execution of this Agreement shall be credited to each employee's accumulated sick leave. Sick leave may be accumulated to a total of two thousand (2000) hours.

Section 2. Utilization. An employee can use accrued sick leave when unable to perform work duties by reason of illness or injury, dental, medical, or vision appointment, exposure to a contagious disease requiring isolation, to care for a sick member of the employee's immediate family (as defined in Section 3 below), family emergency or bereavement of an immediate family member (as defined in Article 11 Section 2) or as allowed under ORS 653.616. Use of sick leave for a family emergency involving a serious health condition or bereavement where the employee's presence is required shall be limited to two (2) days per incident, unless Oregon or Federal law otherwise requires. This limit may be extended with the approval of the Sheriff.

Section 3. Family Member Definition. Pursuant to ORS 659A.150(4), "Family member" means the spouse of an employee, the biological, adoptive or foster parent or child of the employee, the grandparent or grandchild of the employee, a parent-in-law of the employee or a person with whom the employee was or is in a relationship of in loco parentis. For the purpose of this benefit, the County agrees to further include brothers, sisters, stepparents or stepchildren of the employee and the registered domestic partner of the employee in the definition of "Family Member" as well as any other "Family Member" as defined in ORS 653.601. In relationships other than those above, under exceptional circumstances, such leave of absence may be granted by the Sheriff/Director.

Section 4. Retirement. Upon retirement, the County shall make available to the Public Employees Retirement System, the unused sick leave days computed into hours, to add to the gross amount of salary used in determining final average salary as defined in ORS 238.350 up to a maximum of 2000 hours.

Section 5. Health Care Verification. (1)(a) If an employee takes more than three (3) consecutive scheduled workdays of sick time for a purpose described in Article 10, Section 2, an employer may require the employee to provide verification from a health care provider of the need for the sick time, or certification of the need for leave for purposes of ORS 659A.272 as provided in ORS 659A.280.

(b) If the need for sick time is foreseeable and is projected to last more than three (3) scheduled workdays and an employee is required to provide notice under ORS 653.621, the employer may require that verification or certification be provided before the sick time commences or as soon as otherwise practicable.

(c) If the employee commences sick time without providing prior notice required by the employer under ORS 653.621:

(A) Health care verification shall be provided to the employer within fifteen (15) calendar days after the employer requests the verification; or

(B) Certification provided as specified in ORS 659A.280 shall be provided to the employer within a reasonable time after the employee receives the request for certification.

(2) The employer shall pay any reasonable costs for providing health care verification or certification required under this Section, including lost wages, that are not paid under a health benefit plan in which the employee is enrolled.

(3)(a) An employer may not require that the health care verification or certification required under

this Section explain the nature of the illness or details related to the domestic violence, sexual assault, harassment, or stalking that necessitates the use of sick time.

(b) If an employer suspects that an employee is abusing sick time, including engaging in a pattern of abuse, the employer may require verification from a health care provider of the need of the employee to use sick time, regardless of whether the employee has used sick time for more than three (3) consecutive days. As used in this paragraph, "pattern of abuse" may include, but is not limited to, repeated use of unscheduled sick time on or adjacent to weekends, holidays, vacation days or paydays.

(4) Pursuant to ORS 659A.150. "Health care provider" means:

(a) A person who is primarily responsible for providing health care to an eligible employee or a family member of an eligible employee, who is performing within the scope of the person's professional license or certificate and who is:

(A) A physician licensed under ORS chapter 677;

(B) A physician assistant licensed under ORS 677.505 to 677.525;

(C) A dentist licensed under ORS 679.090;

(D) A psychologist licensed under ORS 675.030;

(E) An optometrist licensed under ORS 683.070;

(F) A naturopath licensed under ORS 685.080;

(G) A registered nurse licensed under ORS 678.050;

(H) A nurse practitioner certified under ORS 678.375;

(I) A direct entry midwife licensed under ORS 687.420;

(J) A licensed registered nurse who is certified by the Oregon State Board of Nursing as a nurse midwife nurse practitioner;

(K) A regulated social worker authorized to practice regulated social work under ORS 675.510 to 675.600; or

(L) A chiropractic physician licensed under ORS 684.054, but only to the extent the chiropractic physician provides treatment consisting of manual manipulation of the spine to correct a subluxation demonstrated to exist by X-rays.

(b) A person who is primarily responsible for the treatment of an eligible employee or a family member of an eligible employee solely through spiritual means, including but not limited to a Christian Science practitioner.

Section 6. Sick Leave Without Pay. Upon application by the employee, sick leave without pay may be granted by the County for the remaining period of disability after accrued sick leave, comp-time and vacation time has been exhausted. The County may require that the employee submit a certificate from a physician periodically during the period of such disability. Entitlement to such leave shall be as established under the Family Medical Leave Act and State Laws.

Section 7. Sick Leave Bonus. Employees who use less than twenty-four (24) hours of sick leave in an entire calendar year will receive vacation leave to reward the good attendance record each December 31, according to the following schedule:

Sick hours off per year	Vacation Leave
17-24	8 hours
9-16	16 hours
0-8	24 hours

To be eligible, employees must have been in a UCLEA benefitted position for the full calendar year. Part-time employees who are eligible shall have this bonus on a pro rata basis.

Section 8. Parental Leave. Parental leave shall be granted in accordance with the Umatilla County Personnel Policies related thereto and in effect at the time of ratification of this Agreement, and shall be in compliance with state and federal family leave laws.

Section 9. Hardship Leave. Employees may donate accumulated sick, vacation or compensatory leave to an employee who, as a result of a serious injury or illness, is about to exhaust or has exhausted his/her accumulated sick, vacation, and compensatory leaves. An employee may donate no more than eight (8) hours of sick leave per calendar year. Each year, an employee may receive no more than twelve (12) weeks of donated leave.

The donated leave shall be donated in increments of four (4) hours and the number of hours of donated leave will be credited to the sick leave account of the employee to whom they are donated. Applications for Hardship Leave must be approved in accordance with County Policy 4.3 before any donations may be made.

Employees will at no time solicit donations. Donations must be received consecutively, and should a pay period end with the employee in a no-pay status and no additional donations pending, additional time may not be donated.

Section 10. High Absenteeism. The High Absenteeism Program is set forth in Appendix B.

ARTICLE 11 - BEREAVEMENT LEAVE

Section 1. Eligibility and Accumulation. Employees shall receive one work week or five (5) working days (no more than 40 hours) bereavement leave, to be taken for the purposes specified in Section 2 of this Article. Bereavement leave shall not accumulate or carry over from year to year.

Section 2. Utilization. Employees may utilize bereavement leave in the event of death in the immediate family of the employee, to make household adjustments or to attend funeral/memorial services. For this purpose, an employee's immediate family shall be defined as spouse, same-sex domestic partner, parents, stepparents, children, stepchildren, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, or other relative who resides in the employee's household. In relationships other than those above, under exceptional circumstances, the Sheriff/Director may grant such leave of absence.

ARTICLE 12 - OTHER LEAVES OF ABSENCE

Section 1. Criteria and Procedure.

- (a) Leaves of absence without pay not to exceed ninety (90) calendar days may be granted upon establishment of a reasonable justification therefore in instances where the work of the Sheriffs Office will not be seriously handicapped by the temporary absence of the employee. Requests for such leaves must be in writing. Normally, such leave will not be approved for an employee for the purpose of accepting employment outside the service of the County.
- (b) Employees may not use LWOP (leave without pay) for time off when the employee has no available leave accruals, except when LWOP is provided for by State and/or Federal law, or is approved long-term LWOP per County Policy or this Agreement.
- (c) An employee on unauthorized LWOP will be subject to discipline in accordance with Article 8 of this Agreement.

Section 2. Jury Duty. Employees shall be granted leave with pay for service upon a jury; provided, however, that the fee paid to such an employee for the period of absence shall be paid to the General Fund of the County (mileage reimbursement excluded), and upon being excused from jury service for any day an employee shall immediately contact the Sheriff/Director or his designee for assignment for the remainder of his or her regular workday. Should time spent on jury duty cause the employee to be unfit for that night's duty due to fatigue, the employee may request and may be granted use of available vacation or compensatory leave for that shift.

Section 3. Appearance. Leave using appropriate accrued paid leave shall be granted for a non-duty related appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority.

Section 4. Required Court Appearance. Required court appearances in connection with an employee's assigned duties, including the time required to travel to the court and return to the employee's headquarters shall be considered as hours worked. Any overtime resulting from such appearances shall be governed by Article 13, Compensation. Any fee paid to such an employee shall be paid to the General Fund of the County (mileage reimbursement excluded unless a County vehicle was used).

Section 5. Educational Leave.

- (a) After completing (1) year of continuous service, a full-time employee, upon written request, may be granted a leave of absence without pay by the Sheriff for the purpose of upgrading his/her professional ability through enrollment in educational courses related to his/her employment at an accredited school. The period of such leave of absence shall not exceed one (1) year, but may be renewed or extended upon request of the employee and approval by the Sheriff. One (1) year leaves of absence, with requested extensions, for educational purposes may not be provided more than once in any three (3) year period.
- (b) Employees may also be granted time off with pay for educational purposes, for reasonable lengths of time to attend conferences, seminars, briefing sessions, training programs, and other programs of a similar nature that are intended to improve or upgrade the employee's skill and professional ability. The Sheriff shall approve or deny these requests or assignments based on the

needs of the Sheriff's Office, and approvals, directives, or denials shall be communicated in writing to involved members of the bargaining unit, with accompanying reasons thereof.

(c) Notice of all DPSST-approved classes and other training opportunities received by the Sheriff shall be posted on the Sheriff's Office bulletin boards.

Section 6. Military Leave. Employees who absent themselves from work for a period of active service with the National Guard or a reserve component of Armed Forces of the United States shall have the terms of such leave governed by applicable provisions of State and Federal law.

Section 7. Association Leave. Members of the Association Executive Board of Directors shall be granted accrued leave, compensatory time, or leave of absence without pay at their request and with Sheriff's or his designee's approval.

Section 8. Paid Leave Oregon (PLO). Umatilla County will participate in the state paid leave program (Paid Leave Oregon). The County will pay for the required employer contribution to Paid Leave Oregon, and the employee will pay for the employee's contribution. Eligible employees will be allowed to take time off as provided by the law. If the employee's PLO leave is also eligible for protected leave under the Oregon Family Leave Act (OFLA) and/or the Family Medical Leave Act (FMLA), OFLA and/or FMLA leave must be taken concurrently with PLO leave. If the employee is on an approved PLO, the County will continue to pay its portion of the group health insurance premiums and the employee must continue to pay their share of the premium.

ARTICLE 13 - COMPENSATION

Section 1. Salary Schedule.

A. Employees shall be compensated in accordance with the salary schedule (**Exhibit A-1**) attached to this Agreement as adjusted from time to time per this section and this Agreement.

- (1) Effective July 1, 2023, all steps in Exhibit A-1 shall be adjusted by an increase specific to the CLASSIFICATION (See Exhibit A-1 for specific increases by classification).
- (2) Effective July 1, 2024, all steps in Exhibit A-1 shall be adjusted by an across-the-board increase of four percent (4.0%).
- (3) Effective July 1, 2025, all steps in Exhibit A-1 shall be adjusted by an across-the-board increase of four percent (4.0%).

B. Exhibit A-1, as provided from the County to the Association and as attached to this Agreement, is incorporated into this Agreement as a revised salary schedule.

- (1) Lateral Placement: This section applies to all DPSST covered positions. To qualify for lateral placement: 1) The employee must have served in the same/similar position/classification with another public safety agency; and 2) Have current DPSST certification. Accepted DPSST certification status is current or lapsed. Certification that has been suspended, revoked, expired or under review (UR) will not be accepted. Placement will be based upon their total years of experience within their current classification. The employee must have served in the same/similar position/classification with another public safety agency where there was no lapse in DPSST (or equivalent) certification before coming to UCSO/UCCC. Lateral hires apply only to DPSST certified positions/classifications. For example, an employee who worked as a jail deputy for another agency, then moved to UCSO as a patrol deputy would not qualify for advance placement on the Exhibit A-1 salary schedule. This type of an employee must have been currently employed as a patrol deputy and have their current certification for the classification they are "lateraling" into. UCSO/UCCC shall submit a request for lateral placement to the Association President or designee and to the Board of Commissioners for approval. With approval of the Board of Commissioners a new lateral employee may be placed on the Exhibit A-1 salary schedule at a step for which they are qualified based on prior experience and tenure. The agreement must be provided to the Association President or designee.

Section 2. Proposed New Classification. When the County contemplates creating a new classification that is not listed on the salary schedule (**Exhibit A-1**), it shall designate a preliminary classification and pay rate for that position. The Association shall be notified of the proposed new classification and pay rate, and shall be afforded an opportunity to meet and discuss the matter. If the Association and County fail to reach agreement as to the proper rate of pay for the classification, they agree to adhere to ORS 243.698 and if necessary enter into impasse resolution in accordance with ORS 243.698.

Section 3. Pay Periods. Employees shall be paid on the last day of each month. If the last day of the month falls on a Saturday, Sunday, or Holiday, employees will be paid on the last working day preceding the Saturday, Sunday, or Holiday.

Section 4. Call-back and Stand-by Time. In instances of recall or callback outside of an employee's regular shift hours, the UCSO employee shall receive not less than two (2) hours' overtime pay at one and one-half (1-1/2) times his/her regular rate. UCCC employees who are recalled or called back outside of their regular shift hours shall receive not less than two (2) hours of compensatory time.

Section 5. Overtime.

A. Overtime shall be defined as hours of work in excess of forty (40) hours per work week as required by FLSA, except as amended for twelve (12)-hour shifts. In the case of twelve (12)-hour shifts, overtime is defined as hours actually worked over one hundred sixty-eight (168) hours within a twenty-eight (28)-day work period as allowed by the FLSA **(29 USC Sec. 207 (k))**. In the case of a 5-9/4-9 work schedule, overtime is paid for hours worked in excess of thirty-six (36) hours of work in the 4-9 week, and overtime is paid for hours worked in excess of (45) hours of work in the 5-9 week.

B. Employees shall be compensated for all hours actually worked in excess of their regular work week, or FLSA work period if of a longer duration, at the overtime rate of pay.

C. Mandated hours of work annexed to an employee's regular work schedule, and in excess of the employee's regular scheduled work hours, shall be paid at the employee's regular overtime rate of pay, except when on leave without pay status during the work week or work period.

D. Distribution of Overtime. To the extent consistent with the operating needs of the Sheriff's Office/Community Corrections, overtime work shall be distributed equally among employees with comparable skills within the same job classification as determined by the Sheriff/Community Correction Director or his designee. Overtime work shall be scheduled by the supervisors as deemed necessary to accomplish work schedules and to meet emergency needs.

Section 6. Compensatory Time for UCCC Only. At the election of a UCCC employee, at the time of the request, said employee may receive compensatory time in lieu of overtime pay. Compensatory time shall be earned at one and one-half (1-1/2) times the overtime hours worked, but shall not exceed the maximum of eighty (80) hours. An employee terminating service with the County shall be paid for all accrued compensatory time shown due to the employee on the records of the County. Payment for accrued compensatory time upon termination of employment shall be calculated at the employee's regular rate of pay received by the employee. If the Community Corrections Director or designees elect not to grant a compensatory time off request due to operational needs or to avoid overtime expense, the employee may elect to receive payment for the compensatory time requested on the payday of the upcoming payroll cycle.

The use of compensatory time shall be in accordance with the FLSA and Oregon wage and hour law.

Section 7. Mileage, Lodging and Meals. The County's current travel and expense policy shall apply whenever an employee is required to report to school, seminars, and other approved events or functions, at any location other than his/her regular reporting location. With the approval of a supervisor, employees may request and shall receive an approximate per diem check for projected expenses before reporting to school, seminars, and other approved events or functions.

Section 8. Work Out of Classification. Any employee who is assigned in writing to temporarily carry out the duties and responsibilities not included in their regular position description, to a position or rank senior to that of his/her regular rank for a continuous period of longer than four (4) work weeks, shall

be paid at the rate of such higher position or rank for the entire period so acting, retroactive to the first (1st) day worked.

Section 9. Certification Pay. In addition to, and based on the regular appropriate classification salary, employees will receive certification pay for DPSST certification in the discipline in which the employee is assigned, as follows:

- (a) Certification Pay of three percent (3%) for Intermediate and an additional four (4%) percent for Advanced to a total of seven (7%) percent shall be added to the employee's regular monthly pay.
- (b) All certification requirements shall be based on DPSST criteria; should said DPSST criteria change both the Association and the County reserve the right to re-evaluate Section 9, Certification Pay, in part or in whole.
- (c) Should the Sheriff deem it necessary to change the classification assignment, on a permanent basis, for any employee the appropriate Certification Pay shall apply.
- (d) It is the responsibility of an employee who has attained Intermediate, or Advanced Certification, to apply to the Sheriff, in writing with substantiating information for appropriate Certification Pay. The Sheriff shall respond within five (5) working days and shall make applicable adjustments on a Payroll Change Notice, effective with the next month's payroll.

Section 10. LEDS Incentive. Non-certified employees whose positions require LEDS certification will receive incentive pay of \$50 a month.

Section 11. Bi-lingual. Employees who are qualified as bi-lingual in English and Spanish will receive a monthly premium of five percent (5%) of their regular base pay. "Qualified" is determined by the employee scoring 70% or above on the established Law Enforcement Bilingual test.

Section 12. Training Officer.

- (A) DPSST certified employees assigned, designated or directed to train employees as a Training Officer for an individual employee and/or group, for the purpose of conducting DPSST reportable instruction or in an FTO capacity, will receive a pay differential premium of five percent (5%) of their base monthly salary, while performing the duty. The assignment, designation or direction will be in writing.

Time worked in that capacity shall be in minimum blocks of one (1) hour. A Training Officer is only required to submit a total number of hours spent training for a given pay period, along with who was training and what the training was for (i.e.: Field Training). FTO hours must be submitted to payroll no later than two (2) pay periods following the pay period in which the FTO Pay was earned. Failure to submit FTO hours timely may subject the employee to discipline.

- (B) Any employee who travels to locations outside of their regular work location shall be paid for the time to travel to/from their regular worksite location to/from the training location, and reimbursed for mileage at the Federal rate for mileage reimbursement, if their personal vehicle is used, in addition to the time spent performing the training.

(C) Training done by a verified instructor or Training Officer that is done by the employee while off duty will not be subject to the pay differential unless authorized in writing by the Sheriff or designee.

Section 13. Shift Differential. Employees whose bid shift is designated as swing or grave will receive a shift differential premium of twenty five dollars (\$25.00) per pay period. Swing shift is defined as any work shift that regularly is scheduled to work at least half the hour of work shift on or after 1600. Grave shift is defined as any work shift that regularly is scheduled to work at least half of the hour of the work shift on or after 0000.

Section 14. Travel. Travel outside the work shift for authorized training, conferences or seminars as a passenger in an airplane, train, boat, bus or automobile will be calculated as hours worked.

Section 15. Special Assignment Pay. Employees assigned as Detective or K-9 Deputy shall receive a pay differential premium of three percent (3%) of their base salary. Employees who are trained as a Crash Reconstruction Expert and/or DRE will receive a pay differential premium of three percent (3%) of their base salary, while performing those duties.

UCSO/UCCC employees assigned as LEDS Terminal Agency Coordinators (TAC) shall receive an additional \$150.00 per month.

ARTICLE 14- HOLIDAYS

Section 1. Recognized Holidays. The following provisions shall be applicable relative to holidays:

(a) **Holidays.** The following shall be recognized as holidays:

1. New Year's Day, January 1
2. Martin Luther King, Jr.'s Birthday, in January
3. President's Day, Third Monday in February
4. Memorial Day, Last Monday in May
5. Juneteenth, June 19
6. Independence Day, July 4
7. Labor Day, First Monday in September
8. Veteran's Day, November 11
9. Thanksgiving Day, Fourth Thursday in November
10. Christmas Day, December 25
11. Every Holiday declared by the President of the United States, the Governor, and the Board of Commissioners.

(b) All hours worked on a holiday will be paid at one and one-half (1.5) times their regular rate of pay for regularly scheduled hours worked; and for call back and holdover hours, the rate of two and one-half (2.5) times the regular rate of pay. If an employee's regularly scheduled work day occurs on a holiday and the employee chooses to take that holiday off, then the employee must use earned leave. Office, transport, community corrections staff, full time assigned court security officer, and evidence technician shall take off holidays when the courthouse is closed and shall be paid for the recognized Section 1(a) holidays off.

(c) Holiday pay applies to the twenty-four (24) hours of the calendar day on any above enumerated fixed holidays.

Section 2. Floating Holiday. After completion of twelve (12) months of employment, and on a fiscal year basis thereafter, regular full-time employees not employed in the Community Corrections Division shall be entitled to two (2) floating holidays with pay. Community Corrections employees shall be entitled to one (1) floating holiday with pay but shall receive an additional paid holiday each year on the day after Thanksgiving. Regular half-time and regular part-time employees shall be entitled to a proportionate Floating Holiday subject to the criteria in existence for regular full-time employees. Floating holiday time shall not be carried from one fiscal year to the next.

Section 3. Pay in lieu of Holidays. In lieu of the ten (10) holidays listed in Section 1(a) of this Article, each employee in a classification not listed in the second sentence of this Section shall have the equivalent of six (6) hours of pay per month contributed to the employee's HRA established under Article 16.4 of this Agreement. Office, transport, community corrections staff and evidence technician are ordinarily not scheduled to work on holidays and are not eligible for the six (6) hours of HRA holiday pay. For employees on "no-pay" status or who end their employment at the County this benefit shall be pro-rated.

ARTICLE 15 - VACATIONS

Section 1. Accrual Rates. Amount of Vacation and Eligibility Requirements. Employees covered by this Agreement shall accrue vacation according to the following schedule:

0 - 36 months	8 hours per month
37 - 72 months	10 hours per month
73 - 108 months	12 hours per month
109 - 144 months	14 hours per month
145 - 180 months	16 hours per month
181 months and over	18 hours per month

Provided however, that a newly hired employee shall not be entitled to accrue vacation until the completion of six (6) months of employment. During the seventh (7th) month of employment the employee shall be credited with vacation accruals for the first seven (7) months of employment.

- (a) Employees may take vacation credit as earned month by month subject to the approval of the supervisor after successful completion of twelve (12) months of employment for certified employees, and six (6) months of employment for non-certified or laterally hired employees following date of hire.
- (b) On-call, temporary and seasonal employees shall not be eligible for vacation benefits.
- (c) No employee shall receive vacation leave credits for any period of time which is leave without pay.
- (d) Regular part-time employees shall accrue vacation in an amount proportionate to that which would be accrued by full-time employees.
- (e) At the discretion of the UCSO/UCCC, with approval of the Board of Commissioners, a new employee may be placed at a vacation accrual rate higher than the entry rate for which they are qualified based on prior experience and tenure. The agreement must be provided to the Association President or designee.

Section 2. Compensation. Vacation shall be compensated at the employee's regular rate of pay at the time the vacation is taken. Continuous service shall constitute service unbroken by separation from employment as a regular full-time employee in the Sheriffs Department.

Section 3. Scheduling. During the month of October each year, employees will electronically sign up for seniority bid vacation for the upcoming calendar year (January to December). Employees and the Association are obliged to do what is necessary in order to facilitate and expedite completion of the electronic seniority bid process on a timely basis within the month of October. Any employee who does not electronically complete their sign up (with an electronic time/date stamp) for seniority bid vacation within twenty-four (24) hours of receiving the seniority bid vacation schedule shall forfeit seniority bid rights.

Proxies, telephone, email and other communication means may be collaboratively employed.

A. Once bid and approved based on seniority within each division, such bid vacation shall not be denied or cancelled except in the event of what the Sheriff or his designee determines to be an extreme and unforeseen emergency for which no practical alternative exists.

B. A vacation bid shall consist of a single block of consecutive days. Once all employees have had the opportunity to bid for one **(1)** block of vacation, additional bids shall be considered, one (1) bid per employee at a time, based on seniority of the employees who desire to bid for additional blocks of vacation.

C. Subject to section E, once bid, the employee shall take the bid time off and may not trade, provided the time off is on the books to take and has not been used prior to that time for some other purpose. Employees may not bid vacation for which they will not have sufficient accruals at the time of the scheduled vacation.

D. Once the vacation bids have been determined, thereafter vacation shall be granted or denied by division on a first come-first served basis. In order to provide sufficient notice to the Sheriff and employees who may be required to provide coverage, employees will endeavor to request vacation time off at least thirty (30) days in advance whenever the time requested consists of three (3) consecutive days or more

E. An employee may cancel their vacation request no later than seven (7) calendar days prior to the date of such vacation. When an unforeseen event arises that will interfere with their vacation, an employee may cancel their vacation request with supervisor approval.

Section 4. Termination or Death. Upon termination or death of an employee who has completed his/her probationary period and who is eligible to have a vacation balance, compensation for all accrued but unused vacation shall be paid to the employee or to the employee's surviving spouse if there be one, and otherwise to the employee's estate or to the trust entity or lawful heirs if probate is not required.

Section 5. Vacation Accrual Cap. An employee may carry up to a maximum of two hundred and forty (240) hours accrued vacation. In the event vacation time off is scheduled by an employee and approved, and thereafter cancelled due to any reason by the Sheriff or the Sheriff's designee, and the time off cannot be rescheduled prior to reaching the vacation cap, or if the employee is denied a request to take vacation, then the employee shall be authorized by the County to exceed the vacation cap subject to a written plan to use the vacation, which shall be submitted to the County by the Sheriff and the employee, in writing. A copy of the written plan shall be provided to the Association.

ARTICLE 16-INSURANCE

Section 1. Health and Welfare. The County agrees to continue its present medical, dental and life insurance program for the term of this Agreement for all employees who are covered by this Agreement and who qualify under the terms of such programs, or a successor plan which is comparable on the whole.

In the event two (2) employees employed by the County are in the same immediate family, so as to be in the relationship of primary insured and dependent under such program, the County shall not be obligated to duplicate contributions or benefits for the same family unit.

Section 2. Premium Costs. For the term of this Agreement, the County agrees to pay ninety percent (90%) of the full cost of medical and dental insurance.

Part-time employees who are regularly assigned and scheduled to work at least twenty (20) hours, but less than thirty-two (32) hours, per week shall receive half benefits.

Section 3. Life Insurance. The County will maintain the current life insurance and AD&D coverage and pay the full cost thereof. The amount of coverage under these policies will be \$50,000.00.

Section 4. Health Reimbursement Account (HRA). The County will contribute, for each full-time employee not regularly scheduled to work holidays and not receiving the additional Article 14, Section 3, Pay in Lieu of Holidays, HRA contribution, into a County HRA, one hundred twenty five dollars (\$125.00) per month. The County will contribute, for each full-time employee regularly scheduled to work holidays and receiving the additional Article 14, Section 3, Pay in Lieu of Holidays, HRA contribution, into a County HRA, sixty (\$60.00) per month. For employees on "no-pay" status or who end their employment at the County this benefit shall be pro-rated.

HRA contributions shall be made on a pro rata basis for the benefit of employees who are regularly assigned and scheduled to work at least twenty (20) hours per week and who are eligible for health insurance benefits pursuant to the terms of this Agreement.

Funds paid into an HRA may be used for pre-retirement or post-retirement expenses qualified for reimbursement under the HRA plan, in accordance with laws and regulations applicable to such accounts.

Section 5. Section 125 Contribution. The Association hereby agrees, that the ten percent (10%) health insurance premium cost share paid by an employee shall be paid monthly by a Section 125 Plan automatic monthly payroll deduction.

ARTICLE 17- RETIREMENT

Section 1. Retirement Plan. The County agrees to maintain its existing retirement plan during the term of this Agreement.

Section 2. Employee Contribution Pick-Up. For historical purposes, Umatilla County ceased withholding from employees' salaries the contributions required by ORS 237.071 effective July 1, 2000, and began to "pick-up," assume, and pay a six percent (6%) employee contribution to the Public Employees Retirement Fund for the employee members participating in the Public Employees Retirement System. Such "pick-up" or payment of the employee member contribution to the system shall continue for the life of this Agreement. The Association and the County agree that if ever, by any means, the Employer is prohibited from "picking-up" PERS the contribution, that amount, six percent (6%), shall immediately be converted to salary and the employees will self-pay their PERS.

ARTICLE 18 - GENERAL PROVISIONS

Section 1. Future Rules. It is agreed that no existing or new work rule or policy, procedure or directive (hereinafter "new rule") will be promulgated or implemented which is inconsistent with a specific provision of this Agreement, provided that the requirements of Oregon Law will always be paramount. All such new rules that have been or shall hereafter be reduced to writing shall be posted on the bulletin boards for a period of thirty (30) consecutive workdays (and/or disseminated electronically) and shall be furnished electronically to the Association. In the event the Association considers any such rule to be inconsistent with a specific provision of this Agreement, or otherwise wishes to discuss related matters, it shall so notify the Sheriff within fourteen (14) days following notice of the change or new rule. In such event, the new rule shall be discussed between the Sheriff and/or his/her designee and the Association Executive Board. If after such discussion the Association still believes that the new rule is inconsistent with the Agreement and the County still does not agree, the Association may elect to formalize a demand to bargain in accordance with Oregon law concerning any mandatory subject of bargaining or any mandatory impact.

Section 2. Vehicles. Employees will not be required to operate a vehicle that is unsafe or operating improperly. In addition, it is recognized that employees will not be required to transport a prisoner in a vehicle that is not equipped to prevent the prisoner from reaching outside the area to which he/she is confined. All patrol vehicles will be equipped with a locking gun rack. Vehicles purchased during the life of this Agreement will have air-conditioning, as will any other vehicle that is obtained by the Sheriff's Office and converted to permanent use within the Sheriff's Office.

Section 3. Weapons. Duty weapon ammunition will be provided by the County and shall be replaced when issued ammunition is used for qualification, and otherwise as needed. Training and qualification shall occur at least annually.

Section 4. Uniforms. Uniforms required to be worn by employees in the Sheriff's Office shall be furnished by the County. The County shall be responsible for the cleaning and maintenance of uniforms. The County shall issue each uniformed employee with at least three (3) uniforms. The County will provide each criminal, civil and corrections deputy with one (1) reimbursement of up to three hundred (\$300.00) each two (2) calendar years for the employee to purchase their own footwear. A detailed receipt must be delivered to the Finance Office within thirty (30) days of purchase. It will be the employee's responsibility to maintain and provide the appropriate footwear for duty use, in accordance with the application uniform policy. Uniform items with identifiable insignia shall only be worn on-duty, to include home to work/work to home commutes.

Section 5. Repair or Replacement of Personal Property. The County shall replace or repair employees' personal property, which is authorized by the Sheriff for use on-duty, which is damaged or destroyed in the line of duty and for which other reimbursement is not received. Non-designer sunglasses are authorized. The County shall review and determine all claims that are made. Repair of property will occur only when it will put the property in as good a condition as it was immediately before the damage. In no event will any personal property be repaired or replaced if damaged through the negligence of the employee.

Section 6. Indemnity and Defense. The County shall provide indemnity and defense of the employee for any incident transpiring within the scope of his/her employment, at no cost to the employee, in accordance with the Oregon Tort Claims Act, subject only to the limitations stated in Oregon law.

Section 7. Physical Fitness Requirements. All employees who are required to attend the DPSST academy to become certified to perform their jobs shall be able to pass OrPAT standards applicable to the employee's classification, during DPSST Academy training. All employees must maintain a personal level of fitness that enables them to perform the essential function of their job classification.

Section 8. Drug Testing. Employees covered under this Agreement will be subject to the provisions of County Policy 2.7 "Drug Testing Policy."

Section 9. Filling Vacancies.

- (a) **Posting of Vacancies.** The employer will post at worksites all open bargaining unit positions for a period of two (2) calendar weeks, except for entry level positions which the County is opening for outside recruitment. Current bargaining unit members shall have the right to apply for such positions. The County may simultaneously advertise externally.
- (b) **Promotions.** It shall be the County's intent to provide reasonable promotional opportunity to all bargaining unit members.
- (c) **Transfers.** An employee may transfer or be transferred from one (I) position to another that is open in the same classification. To voluntarily transfer the employee must make application for and must meet the minimum and special qualifications of the positions. An involuntary transfer would not require a residence location.

Section 10. No Discrimination. Individual Rights and Association Membership. The County and the Association jointly agree that they will not illegally discriminate against any person or persons on the grounds of race, color, religion, sex, national origin, marital status, age, expunged juvenile record, family relations, association with anyone in a protected class, mental or physical handicap or application for Workers' Compensation benefits in employment practices, work duties or contractual arrangements.

Section 11. Legal Expense Reimbursement. The Association shall take steps periodically necessary to ensure [NOTE: this word is corrected as of 080620 review by MJM] that all employees represented by the Association shall be enrolled as participants for benefits and coverage provided by the Legal Defense Fund of the Peace Officers Research Association of California. In addition, eligible enrollees include supervisors and command level personnel of the Sheriff's Office and Community Corrections Department.

During the first calendar week of December, March, June and September of each year, the County and Association shall cooperate to ascertain the amount due to PORAC by reason of participants' enrollment in coverage of Plant II relating to services and representation in civil and criminal actions. The County shall pay to the Association the full amount of such costs during the first half of such months in order to enable the Association to remit full costs to PORAC on or before the due dates of December 31, March 31, June 30 and September 30, but in no event shall the County be required to pay more than six dollars and fifty cents (\$6.50) per month per Association-represented employee covered by the benefit.

In accord with PORAC rules, employees in classifications represented by the Association, who choose to not be members of the Association, are not eligible for PORAC coverage and the County will not remit monies to the Association for coverage of these employees by PORAC.

Section 12. Equipment Issue. The parties have negotiated and executed a written memorandum of agreement (MOA) which is attached as **Exhibfr D** and included by reference into this Agreement. This MOA will list the enumerated standard issue items including uniforms and equipment.

The County will furnish body armor to each employee who is required to wear body armor as a regular part of the performance of duty. Body armor shall be replaced according to the manufacturer's specifications. Corrections and Community Corrections employees who do not regularly wear body armor, will have available for issue, as needed, tactical body armor vests which fit the employee.

ARTICLE 19 - PERSONNEL RECORDS

Section 1. Access. Each employee shall have the right to review the contents of his/her own personnel file, and with the Association, to obtain a single copy of relevant portions, at no cost, in the event the employee or the Association is engaged in pending discipline or a pending labor relations matter. At the employee's option, the employee may request to be accompanied by an Association representative of his/her choosing in order to inspect the record. An employee leaving the employ of the Sheriffs Office may obtain a copy of the employee's personnel file as of the date of separation.

Section 2. Confidentiality. Access to and use of an employee's personnel file shall be limited to only the individual employee involved, to the Association representative in connection with an Association-based reason, and to County and Sheriff representatives for County business reasons, and shall not otherwise be disclosed except as provided for by Oregon public records law.

Section 3. Critical Material. No material, which in any form can be construed, interpreted or acknowledged to be derogatory towards the employee, shall be placed in an employee's personnel record that does not bear either the signature of the employee indicating that he/she has been shown the material or a statement by the employee's supervisor that the employee has been shown the material and has refused to sign it.

The County shall maintain records which are accurate, timely and relevant to County purposes. An employee may request removal of discipline documentation on the basis that the record is no longer timely, relevant or accurate. In the event disciplinary documentation of non-economic discipline, which is older than twelve (12) months, is the subject of such a request, it shall be removed if there has been no subsequent recurrence of the underlying conduct and no other discipline during that time. In the event disciplinary documentation related to a suspension of five (5) days or less, which is older than thirty-six (36) months, is the subject of such a request, it shall be removed if there have been no subsequent recurrences of the underlying or similar conduct and no other discipline during that time. Suspensions greater than five (5) days, and demotions are not subject to removal.

Section 4. Right to Respond. In addition to the employee and Association rights related to filing of grievances under this Agreement, an employee and the Association may submit a response to any letters of caution, warning or admonishment, or reprimand, which shall be placed with the related documentation in the personnel file. Such rebuttal shall be factual and shall not include counter charges.

Section S. Permanent Records. All letters and material or commendations shall become a permanent part of the employee's personnel file and the employee shall be furnished a copy of all such material at the time it is placed in the personnel file.

ARTICLE 20 - WORKERS' COMPENSATION

Section 1. Coverage. All employees of the Umatilla County Sheriffs Office will be covered under the Workers' Compensation laws of the State of Oregon. When an injury occurs in the course of employment, the County will, for the first one hundred eighty (180) days of time loss and temporary total disability, pay the difference between the payment received under workers' compensation and the employee's regular monthly salary without charging the employee's sick leave bank. Thereafter, the County's obligation to pay under the sick leave section is limited to the difference between any payment received under the workers' compensation laws and the employee's regular gross salary as long as the employee has accrued available sick leave credits and remains in the County's employment. In such instances, the appropriate charges will be made against the employee's accrued available sick leave at the rate of the County's match until the sick leave is expended.

ARTICLE 21 - SAVINGS CLAUSE AND FUNDING

Section 1. Savings Clause. Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter such decision shall apply only to the specific article, section or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

Section 2. Funding. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. All such wages and benefits are therefore contingent upon sources of revenue and annual budget approval. The County has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget requests pursuant to established budget procedures. This Section 2 and the County's action there under shall not be subject to Article 6, Settlement of Disputes.

ARTICLE 22 - TERMS OF AGREEMENT

A. Except where otherwise specifically stated, this Agreement shall be effective from July 1, 2023, and shall remain in full force and effect through the 30th day of June 2026; provided that either of the parties may give written notice to the other on or about November 30, 2025, of their desire to open negotiations of the Agreement set to expire June 30, 2026. In the event that neither party gives notice, then the Agreement shall automatically renew for an additional one (1)-year period. In the event that notice is given, negotiations shall not begin later than thirty (30) days from the notice.

B. This Agreement shall remain in full force and effect during the period of negotiations.

DATED this Zf..t day of □ 2023.

UMATILLA COUNTY LAW ENFORCEMENT ASSOCIATION

UMATILLA COUNTY

OFFICERS

Blake Johlke
Blake Johlke, President

Daniel N. Dorran, Chair

vin Meade
vin Meade, Negotiation Team

John M. Shafer
John M. Shafer, Commissioner

Jaime Shockman
Jaime Shockman, Negotiation Team

Celinda A. Timmons
Celinda A. Timmons, Commissioner

Kerri Roberts
Kerri Roberts, Negotiation Team

Zane Schnetzky
Zane Schnetzky, Negotiation Team

Terry Rowan
Terry Rowan, Sheriff

Kim Robinson
Kim Robinson, Negotiation Team

Dale Primmer
Dale Primmer, Director, Community
Justice Department



REVIEWED AS TO FORM:

Traci Anderson
General Counsel for Association
Collective Bargaining Agreement 2023-2026
Umatilla County / Umatilla County Law Enforcement Association

Douglas R. Olsen
Douglas R. Olsen
Umatilla County Counsel

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UMATILLA COUNTY LAW
ENFORCEMENT ASSOCIATION

UMATILLA COUNTY

□

11/

Daniel N. Dorran, Chair

Vin Meade

Vin Meade, Negotiation Team

John M. Shafer, Commissioner

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Zane Schnetzky, Negotiation Team

Terry Rowan

Terry Rowan, Sheriff

Kim Robinson

Kim Robinson, Negotiation Team

12

Dale Primmer, Director. Community
Justice Department



REVIEWED AS TO FORM:

Traci Anderson

Traci Anderson
General Counsel for Association

glas R. Olsen

glas R. Olsen
umatilla County Counsel

Collective Bargaining Agreement 2023-2026
Umatilla County/ Umatilla County Law Enforcement Association

Exhibit A-1 - Salary Schedule

UCLEA SALARY SCHEDULE	STEP 1 -	STEP 2 -				
5% Between Steps	PROB	AFTER	STEP 3 -	STEP 4-	STEP 5-	STEP 6 -
Effective July 1, 2023	SALARY	PROB	Year3	Years	Year7	Year9
5. ADMINISTRATIVE/CLERICAL						
10 - Records Clerk	\$3,173.00	\$3,332.00	\$3,499.00	\$3,674.00	\$3,858.00	\$4,051.00
	\$38,076.00	\$39,984.00	\$41,988.00	\$44,088.00	\$46,296.00	\$48,612.00
	\$18.31	\$19.22	\$20.19	\$21.20	\$22.26	\$23.37
15 - Inmate Proaram Technician	\$3,542.00	\$3,719.00	\$3,905.00	\$4,100.00	\$4,305.00	\$4,520.00
Evidence Technician	\$42,504.00	\$44,628.00	\$46,860.00	\$49,200.00	\$51,660.00	\$54,240.00
	\$20.43	\$21.46	\$22.53	\$23.65	\$24.84	\$26.08
22 - CC Office Asst. IV / Data Entrv	\$3,729.00	\$3,915.00	\$4,111.00	\$4,317.00	\$4,533.00	\$4,760.00
CC Office Assistant Bookkeeper	\$44,748.00	\$46,980.00	\$49,332.00	\$51,804.00	\$54,396.00	\$57,120.00
Records Administrative Assistant	\$21.51	\$22.59	\$23.72	\$24.91	\$26.15	\$27.46
35 - Records Scecialist	\$4,030.00	\$4,232.00	\$4,444.00	\$4,666.00	\$4,899.00	\$5,144.00
Jail Administrative Assistant	\$48,360.00	\$50,784.00	\$53,328.00	\$55,992.00	\$58,788.00	\$61,728.00
	\$23.25	\$24.42	\$25.64	\$26.92	\$28.26	\$29.68
40 - Probation Services Specialist	\$4,161.00	\$4,369.00	\$4,587.00	\$4,816.00	\$5,057.00	\$5,310.00
	\$49,932.00	\$52,428.00	\$55,044.00	\$57,792.00	\$60,684.00	\$63,720.00
	\$24.01	\$25.21	\$26.46	\$27.78	\$29.18	\$30.63
10. CIVIL						
5 - Civil Decutv	\$4,174.00	\$4,383.00	\$4,602.00	\$4,832.00	\$5,074.00	\$5,328.00
Evidence Deputv	\$50,088.00	\$52,596.00	\$55,224.00	\$57,984.00	\$60,888.00	\$63,936.00
	\$24.08	\$25.29	\$26.55	\$27.88	\$29.27	\$30.74
15. COMMUNITY CORRECTIONS						
10 - Work Crew Supervisor	\$4,421.00	\$4,642.00	\$4,874.00	\$5,118.00	\$5,374.00	\$5,643.00
	\$53,052.00	\$55,704.00	\$58,488.00	\$61,416.00	\$64,488.00	\$67,716.00
	\$25.51	\$26.78	\$28.12	\$29.53	\$31.00	\$32.56
15 - Parole and Probation Officer I	\$4,726.00	\$4,962.00	\$5,210.00	\$5,471.00	\$5,745.00	\$6,032.00
	\$56,712.00	\$59,544.00	\$62,520.00	\$65,652.00	\$68,940.00	\$72,384.00
	\$27.27	\$28.63	\$30.06	\$31.56	\$33.14	\$34.80
20 - Parole and Probation Officer II	\$5,205.00	\$5,465.00	\$5,738.00	\$6,025.00	\$6,326.00	\$6,642.00
	\$62,460.00	\$65,580.00	\$68,856.00	\$72,300.00	\$75,912.00	\$79,704.00
	\$30.03	\$31.53	\$33.10	\$34.76	\$36.50	\$38.32
20. COMMUNICATIONS/ DISPATCH						
10 - Telecommunicator I	\$4,360.00	\$4,578.00	\$4,807.00	\$5,047.00	\$5,299.00	\$5,564.00
Emeraencv Medical Dispatcher	\$52,320.00	\$54,936.00	\$57,684.00	\$60,564.00	\$63,588.00	\$66,768.00
	\$25.15	\$26.41	\$27.73	\$29.12	\$30.57	\$32.10

25. CORRECTIONS						
10 - CORRECTIONS OFFICER	\$4,658.00	\$4,891.00	\$5,136.00	\$5,393.00	\$5,663.00	\$5,946.00
	\$55,896.00	\$58,692.00	\$61,632.00	\$64,716.00	\$67,956.00	\$71,352.00
	\$26.87	\$28.22	\$29.63	\$31.11	\$32.67	\$34.30
25 - CORRECTIONS CORPORAL	\$5,000.00	\$5,250.00	\$5,513.00	\$5,789.00	\$6,078.00	\$6,382.00
	\$60,000.00	\$63,000.00	\$66,156.00	\$69,468.00	\$72,936.00	\$76,584.00
	\$28.85	\$30.29	\$31.81	\$33.40	\$35.07	\$36.82
30. TRANSPORT/SECURITY						
5 - Transport/Release Officer	\$4,517.00	\$4,743.00	\$4,980.00	\$5,229.00	\$5,490.00	\$5,765.00
	\$54,204.00	\$56,916.00	\$59,760.00	\$62,748.00	\$65,880.00	\$69,180.00
	\$26.06	\$27.36	\$28.73	\$30.17	\$31.67	\$33.26
10 - Court Security Officer	\$4,517.00	\$4,743.00	\$4,980.00	\$5,229.00	\$5,490.00	\$5,765.00
	\$54,204.00	\$56,916.00	\$59,760.00	\$62,748.00	\$65,880.00	\$69,180.00
	\$26.06	\$27.36	\$28.73	\$30.17	\$31.67	\$33.26
35. CRIMINAL						
5 - Criminal Deputy	\$5,283.00	\$5,547.00	\$5,824.00	\$6,115.00	\$6,421.00	\$6,742.00
	\$63,396.00	\$66,564.00	\$69,888.00	\$73,380.00	\$77,052.00	\$80,904.00
	\$30.48	\$32.00	\$33.60	\$35.28	\$37.04	\$38.90

Exhibit B (Reserved)

EXHIBIT C
MEMORANDUM

DATE:

TO: Officer _____

CC: _____, UCLEA Representative

FROM: _____

SUBJECT: Internal Affairs Investigation number: _____
Internal Affairs Interview

This memorandum is written in accordance with Article 8 of the UCLEA Collective Bargaining Agreement. This memorandum is intended to inform you and the UCLEA that a formal Internal Affairs Investigation is commencing. This is also to inform you that you are the subject of this investigation.

Per the Collective Bargaining Agreement, and based on the information available at this time, you are informed that this investigation involves or is related to the following allegations, policies, procedures and laws:

Policies, Procedures and/or Laws Involved:

- Sheriff's Policy and Procedure Manual, Code of Conduct and Professional Ethics Standards, January 2000, sections:
 1. Cannon Two, subsection 2.2: Peace Officers shall truthfully, completely and impartially report, testify, and present evidence in all matters of an official nature.
 2. Cannon Four, subsection 4.8: Peace Officers shall not engage in any activity which would create a conflict of interest or would be in violation of any law.
 3. Cannon Four, subsection 4.9: Peace Officers shall at all times conduct themselves in a professional manner so as not to discredit their profession or the Department.
- Sheriff's Policy and Procedure Manual, General Order _____, Accident Involving Department Vehicle.
- Oregon Revised Statute 811.700, Failure to Perform the Duties of a Driver When Property is Damaged.

Nature of Investigation and Specific Allegations:

This investigation relates to an accident you were involved in on or about _____, between _____ and approximately _____. The alleged violations stem from your conduct during and after this incident.

The first issue under investigation is that you were engaged in a meeting for your personal social purposes with a female in a public parking lot while on duty. This meeting occurred at the Movies on TV theater parking lot at a time when patrons and theater employees were present.

The second issue under investigation is that during the course of this meeting, there was a collision between the Sheriff's Office vehicle that you were driving and the vehicle of the female that you were meeting. This collision resulted in damage to the County vehicle. It is alleged that you failed to exchange vehicle information with the other involved person as required by Oregon Revised Statute 811.700. It is also alleged that you failed to follow Sheriff's Office General Order# _____, in that you did not notify dispatch of the collision and did not immediately notify a supervisor and request that the supervisor respond to the scene to investigate the damage.

You and the other driver then left the scene, which precluded any investigation of the scene by a supervisor or outside agency.

The third issue under investigation involves the statements that you made to Sergeant _____ after the collision. It is alleged that your initial statements to Sergeant _____ about the circumstances of your activities at the Movie Theater were misleading and may have been untruthful. It is also alleged that you were not forthcoming when Sergeant _____ met with you in his office after the collision, and that Sergeant _____ had to ask pointed, direct questions to obtain all of the details about the incident. This conduct, if proven, would constitute a violation of our Canons of ethics.

The final issue under investigation is that your use of department "on-duty time" to conduct personal social business with the female involved in this incident represents an ongoing pattern of poor decision making and unprofessional conduct that you have been verbally warned about and have been counseled in written form on at least _____ occasions over the last 12 months.

Interview:

This memorandum is also to advise you that you are directed to meet with _____ and _____ on Wednesday, _____, for a formal interview about the matters described above. This interview will take place at the Sheriff's Office. You have the option to consult with an Association representative before any interview and to have a representative with you during any interview.

You are advised that at this time you will be directed to truthfully and candidly respond to all questions put to you related to these matters, that you will be given Reverse Garrity warnings, that your failure to respond to questions as directed in a completely cooperative and forthcoming way will be regarded as a separate and independent basis for discipline, and that anything less than absolute truthfulness will constitute grounds for termination of your employment. The interview will be tape-recorded.

EXHIBIT D

UCLEA Issued Equipment and Uniforms

Page 1 of 4

Memorandum of Agreement (MOA)

By and Between;

Umatilla County Sheriff's Office (UCSO)

Umatilla County Law Enforcement Association (UCLEA)

Umatilla County Board of Commissioners (BOC)

Topic: Issued Duty Equipment and Uniforms

Pursuant to Article 18, Section 12, of the 2023-2026 collective bargaining agreement (CBA) between Umatilla County and the UCLEA, the parties have met and mutually agreed to the following:

The Umatilla County Sheriff's Office shall provide and issue the duty gear, equipment, and uniforms as set forth in Attachment A of this document to all deputies who required these items, and are serving in the Criminal, Corrections Division, and in the Admin Services Division as Civil Deputies. The specified duty equipment and uniforms consist of standardized items issued to deputies in the Criminal Division, Corrections Division, and to persons assigned as Civil Deputies in the Admin Services Division. Additional and/or other equipment items will be provided to deputies assigned as Detectives, and Transport deputies as needed for their particular assignments. The parties agree that all duty equipment issued items will be from reputable manufacturers and of good quality. All duty equipment items to be issued for current employees shall be completed and issued no later than December 31, 2022.

The department issued handguns will be of either .40 caliber or 9mm, and of a make and model in good standing in the law enforcement community. Department issued duty holsters for Criminal Division deputies will be such that the weapon may be holstered with the issued weapon light securely attached to the weapon. UCSO will also continue to issue rifles and shotguns, and/or other firearms as determined by departmental needs. All department issued firearms, (handguns, rifles, and shotguns) will be in compliance with the provisions of UCSO Policy 306 - Firearms.

Deputies carrying firearms and ammunition on duty, other than the authorized department issued items at the implementation of this MOA, including personally owned firearms, may choose to continue to carry said firearms and ammunition provided they meet or exceed all the requirements of UCSO Policy 306 - Firearms. Deputies so choosing will be responsible for purchasing their own holsters and magazine pouches, which must be compatible UCSO policies. Pursuant to UCSO Policy 306.3.7 -Ammunition; Members carrying personally owned authorized firearms of a caliber differing from department-issued firearms shall be responsible for obtaining fresh duty ammunition in accordance with the above, at their own expense. Deputies choosing to continue carrying their own firearms under this caveat may upgrade/replace said firearm with a similar department approved firearm after the implementation of this MOA.

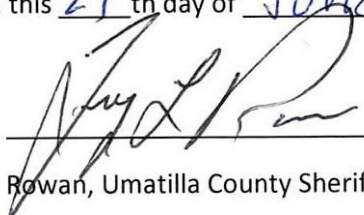
Any deputy who chooses to cease carrying their personally owned firearms shall be issued and will carry the department issued firearms while on duty. All deputies hired subsequent to the implementation of this MOA shall be issued and will carry the department issued firearms while on duty.

Uniforms

The Sheriffs Office will continue to provide uniforms to its members, as listed in Article 18, Section 4 of the CBA, to wit: at least three (3) duty uniforms consisting of uniform shirts, uniform pants and all appropriate badges, patches, collar brass, etc. The Sheriffs Office will also continue to provide jackets, coats, hats, gloves, caps and other attire to its members.

The Sheriffs Office will continue to furnish body armor as stated in Article 18, Section 12 of the CBA, and replace accordingly. Personal protection items, including rubber gloves, safety glasses and CPR barriers will be available for use within the jail and at the patrol offices.

Agreed, this 27 th day of JUNE, 2023.



Terry L. Rowan, Umatilla County Sheriff

☐ **1** ☐ **BUJ**

Blake Johike, Pre☐EA

☐

Dan Dorran, Chair, Umatilla County Board of Commissioners

ATTACHMENT "A" - Umatilla County Sheriff's Office

Items	Criminal	Detective	Corrections	Transport
Pants belt	1	1	1	1
Duty belt	1	1	1	1
Belt Keepers	4	4	4	4
Holster - light capable	1	1	1	1
Holster - non light capable		Available		
Double magazine case	1	1	1	1
Concealment holster		Available		
Concealment carry magazine and cuff case		Available		
Double cuff case	1 (choice)	1 (choice)	1 (choice)	+1 (choice)
Single cuff case	2 (choice)	2 (choice)	2 (choice)	+1 (choice)
Handcuffs	2	2	2	2
Handcuff key	1	1	1	1
Flashlight and ring	1	1	1	1
Glove pouch	1	1	1	1
Badge holder		+1		Available
CPR mask with case	Available	Available	Available	Available
Pistol	1	1	1	1
Magazines	3	3	3	3
Pistol light	1	1	1	1
Radio, case, and belt mount	1	1	1	1
Body Armor	1	1	Available	1

ATTACHMENT "A"- Umatilla County Community Corrections

Equipment	Parole/Probation	PO Tech	Support staff
T-Shirts	5	5	5
Jacket	1	1	1
Hat	1		
Duty Belt	1		
Belt Keeper	4		
Firearm	1		
Ballistic Vest	1		
Vest Cover	1		
Holster	1		
Magazine(s)	3		
Mag Pouch	Choice 1 or 2 mag		
Cuff Pouch	choice 1 or 2 cuffs		
Handcuffs (chain)	1		
Handcuffs (Hinge)	1		
Extended cuff key	1		
Flashlight	1		
Flashlight battery	upon request		
Flashlight holster	1		
Pepper spray	1		
Pepper spray pouch	1		
Latex Glove pouch	1		
NARCAN	2		
NARCAN Pouch	1		
Tourniquet & Pouch	1		
Badge/Holder	1		
Search gloves	1		
Ear Phone for radio	1		
Radio	2 per office		
Cell Phone	1		
Cell Phone case	1		
CPR Mask	1		
Field note pad	1		

APPENDIX A TEMPORARY SPECIAL EMPLOYEES

<u>UMATILLA COUNTY PERSONNEL POLICIES</u>	
<u>POLICY TITLE:</u>	Retirement
<u>POLICY NUMBER:</u>	4.7
<u>EFFECTIVE:</u>	April 1, 2009
This policy replaces policy 4.7 of Feb. 2004	

I. RETIREMENT PLAN

The County will maintain retirement plans for eligible employees, as follows:

A. Under the Oregon Public Employees Retirement System (PERS) for all eligible employees (e.g., generally, those who commenced public employment before August 15, 2003).

8. Under the Oregon Public Service Retirement Plan (OPSRP) for all eligible employees hired on or after August 15, 2003.

The eligibility requirements shall be those established in state law (e.g., ORS Chapter 238). Employees will be either PERS-Tier 1, PERS - Tier 2, or OPSRP members, depending on their eligibility under the applicable state laws.

The County will pay the 6% PERS/OPSRP employee contributions through December 31, 2005, into the appropriate employee retirement pool. Beginning January 1, 2006, the employees will be responsible to pay the 6% PERS/OPSRP employee contributions, unless the county agrees to assume all or part of that payment responsibility.

The rights of employees upon retirement or termination of service with the County shall be governed by the state law which applies at that time.

New County employees will be provided a member handbook at the time of their "new employee orientation."

II. TEMPORARY SPECIAL EMPLOYMENT OF PERS/OPSRP RETIREES

The County may, at its sole election and discretion, employ PERS/OPSRP retirees, subject to these limitations:

A. General service retirees may be re-employed for not more than 1039 hours within a calendar year. If this limitation is exceeded, that employee will lose retirement benefits. IT IS THE DUTY OF THE EMPLOYEE, AND NOT THE COUNTY, TO DETERMINE, MONITOR AND ASSURE THAT THE EMPLOYEE'S RIGHTS, DUTIES AND INTERESTS IN CONNECTION WITH THIS LIMITATION ARE PROTECTED, INCLUDING THE DUTY TO ASSURE THAT HIS/HER ALLOWED HOURS ARE NOT EXCEEDED.

B. Eligible Fire and Law Enforcement retirees may be re-employed full-time in counties that meet statutory requirements.

Employment or re-employment of PERS/OPSRP retirees by the County must be in compliance with all applicable PERS/OPSRP and IRS provisions, shall require prior approval by the Board of Commissioners, and shall be governed by all the provisions of this County policy.

III. TEMPORARY SPECIAL EMPLOYMENT PROVISIONS

A. TEMPORARY. PERS/OPSRP retirees may be employed or re-employed as "Special Employees" in "temporary" status, for a period up to one year. That temporary employment may be renewed, or not, at the sole election and discretion of the County. Initial employment and renewals shall both require prior approval by the Board of Commissioners.

8. AT WILL. Temporary Special Employees shall be "at will" employees. Their employment or re-employment shall confer no right to continued employment. Continuation and/or renewal of their special employment shall be at the will and pleasure of the County.

C. NON-UNION. Temporary Special Employees are not Union-covered under the County's contracts with any Union. If employment or re-employment is in an AFSCME covered position for a period of more than 540 hours within a 6-month period, or in an UCLEA covered position for a period of more than 6 months, that respective Union must concur in writing to the non-Union coverage of that Special Employee. It shall be the responsibility of the applicant for special employment to seek and obtain this documentation.

D. TEMPORARY SPECIAL EMPLOYMENT WITHOUT BENEFITS. Temporary Special Employees of 1039 hours or less within a calendar year DO NOT accrue any benefits, including medical/dental insurance, paid vacation, paid sick leave or other. However, they may exercise COBRA and other rights accrued as a result of prior employment.

E. TEMPORARY SPECIAL EMPLOYMENT WITH BENEFITS. Temporary Special Employees of half-time or more (e.g., 20 or more hours per week, and more than 1039 hours in a calendar year) for a period in excess of 6 months, shall receive such benefits as are approved in County policy. Unless otherwise determined in policy adopted later by the Board of Commissioners, these Special Employees shall receive the benefits that would apply if they were Union covered, EXCEPT the following, which shall not be included: "seniority" or "bumping" rights in event of a "lay-off"; Union grievance rights due to any proposed or administered disciplinary action or to termination; and, Special Employees shall be treated as "new hires" for purposes of rate of vacation accrual and longevity pay.

F. COMPENSATION. Compensation of Temporary Special Employees shall be agreed to prior to Board of Commissioner approval of the employment or re-employment. Ordinarily, the pay-rate for Umatilla County retirees will be at the hourly or monthly rate that the Special Employee was being paid at the time of his/her retirement. However, circumstances may justify a different compensation. Compensation shall NOT include special pays (e.g., longevity, certification, etc.).

IV. PROCEDURE FOR EMPLOYMENT OF TEMPORARY SPECIAL EMPLOYEES.

A. APPLICATION. Any PERS/OPSRP retiree may apply for temporary special employment with the County at any time. An Umatilla County employee who is contemplating retirement may apply prior to retirement. The application must be initiated with the Director of the Department in which the Special Employee would be working if the application is approved. The application must include all relevant information necessary for an informed decision to be made, including any required by the Department Director and/or Human Resources, the desired position, start date, duration and proposed terms and hours of work. In addition, the application MUST state that the applicant has received and read a copy of this policy, understands it, and agrees to all provisions set forth in this policy.

The Department Director may conduct such inquiry or investigation as he/she deems appropriate, and will have the discretion to deny the application, in which case there will be no appeal to the Board of Commissioners. If the Department Director concurs with the application, he/she will so indicate, append a statement setting forth why the application is in the best interests of the County and should be approved, and forward the application and statement to Human Resources.

Human Resources will review the application for: completeness; compliance with county policy, state law and IRS requirements; and assure that any other appropriate reviews are conducted (e.g., budget, legal, etc.) When completed, Human Resources will forward the application to the Board of Commissioners for review, scheduling and action.

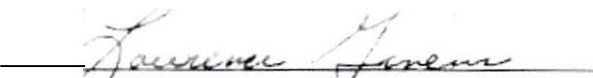
The Board of Commissioners will consider the application and either approve or disapprove.

ANY DECISION TO EMPLOY OR RE-EMPLOY AN APPLICANT SHALL BE AT THE TOTAL ELECTION AND DISCRETION OF THE COUNTY, SUBJECT ONLY TO STATE AND FEDERAL EMPLOYMENT LAWS PROHIBITING ILLEGAL DISCRIMINATION. THE POLICY SET FORTH IN THIS INSTRUMENT SHALL CREATE NO RIGHT OR REASONABLE EXPECTATION TO TEMPORARY SPECIAL EMPLOYMENT, TO "RETIRE AND BE RE-EMPLOYED" OR TO BE CONTINUED OR RENEWED ONCE EMPLOYED IN TEMPORARY SPECIAL EMPLOYMENT STATUS.

B. ACTIVATION. Following Board of Commissioner approval, the Department shall initiate appropriate Payroll Change Notices (PCN) and Human Resources shall take such additional steps to complete the employment or re-employment process.

C. RENEWAL. Renewals of temporary special employment shall follow, generally, the same procedures, except that they may be initiated by the Department Director.

D. TERMINATION. Upon termination of the employment of a Temporary Special Employee, any accrued benefits shall be paid out.


BOARD OF COMMISSIONERS BY
W. LAWRENCE GIVENS CHAIRMAN


DATE ADOPTED

APPENDIXB

HIGH ABSENTEEISM PROGRAM

- A. The ability to attend work regularly and with reliability is regarded as a job requirement. The County may examine the total sick leave usage of each employee periodically, as reported on a monthly benefits balances leave report (as reported by the Sheriff's Office or HR). This Report also shall be supplied to each Supervisor and the Association President or designee. If there is a reasonable belief based on objective and articulable facts that the use of sick time by an employee appears excessive, the County may examine the employee's sick leave reports and conduct an investigation pursuant to Article 8 in order to identify the cause(s) of the sick leave. When there is probable cause to believe that an employee's pattern of sick leave usage appears excessive, the County may require the employee to furnish a health care provider's (HCP) certificate for each incident of sick leave use that occurs in the future. This requirement shall be for a designated period of time not to exceed ninety (90) days and may be renewed if there is probable cause to believe that there continues to be a pattern of sick leave misuse by an employee.

B. High Absenteeism Criteria.

Employees' use of sick leave under a combination of the following factors of illustrative criteria may indicate a pattern of high absenteeism (subject to consideration of extenuating circumstances, such as family illness) and may constitute a reasonable belief as described in Section A above:

- I. A zero balance of sick leave or unexplained sudden decline in a stable reserve balance.
2. Amount of usage above the yearly average for department personnel.
3. Employee return to work after showing signs of outdoor recreation (tan, wind or sun bums).
4. When incidents of usage indicate a pattern in conjunction with regular days off, vacation, compensatory time and holidays or other specific pattern usage, including absence in conjunction with undesirable tasks or in retaliation.
5. Employee's reasons are consistently vague or general.
6. Frequency of absences, unreported absences, one (I)-day absences, one (I)-hour (short) leave blocks at the start or end of the shift.
7. Factors not to be considered as excessive absenteeism are:
 - a. Pregnancy, surgery and/or health care provider-ordered confinement.
 - b. Workers' Compensation or non-compensable County-service connected occupational illness.

- c. Authorized leaves, unless the particular leave appears to be based on an inappropriate use of characterization of illness or disability.
- d. Protected status leave as allowed by State or Federal law.

C. Employees Responsibility Under Notification of Possible Misuse.

An employee who has been served with a notice of excessive absenteeism may be required to do the following:

- 1. Upon returning to work, certify in writing that the employee was ill or injured and unable to perform routine job functions, or facts upon which the claim of entitlement for sick leave is based.
- 2. Remain at home, at the location of treatment or therapy, or en route between these locations, unless released by the County for greater activity due to the nature of the illness or injury. Be available for call or visit by a supervisor.
- 3. Submit to a County-paid HCP evaluation by a HCP to determine the fitness for duty and the bona fides of the illness, injury or disability and/or prognosis for return to work at full or limited duty.
- 4. For incidents of sick leave, the employee shall provide to the County a HCP's certificate for each incident of illness as requested. Employees who fail to provide a HCP's certificate upon return to work from sick leave are subject to disciplinary action.

D. Disciplinary Action.

Pursuant to Article 8, appropriate disciplinary action available under this Agreement for the misuse of sick leave may be imposed. The parties recognize that, notwithstanding the County's sick leave plan, the ability of an employee to attend work regularly is a job requirement.

MEMORANDUM OF AGREEMENT (MOA)

By and Between

Umatilla County Sheriff's Office and Umatilla County Law Enforcement Association (UCLEA)

Topic: Proposal for 12-hour shifts

Pursuant to Article, 9, Section 28/E, of the 2023-2026 Collective Bargaining Agreement (CBA) between the County and the Association, the parties have mutually agreed to the following proposal:

The Umatilla County Sheriff's Office and the UCLEA have agreed to alter the current Umatilla County Jail (UCJ) schedule of 8 hour shifts to 12 hour shifts. The 12 hour shifts include the removal of Personal Leave (PL) days as set out in Article 9, Section 28 of the CBA, and replacement of thirteen (13) shifts with a Blue Day (BO) per affected employee. BD's will be assigned by Administration at the beginning of each rotation.

Blue Days (BD) are defined as a scheduled 4-hour shift to be assigned to each affected staff member by the Administrative staff at the beginning of every 3-month rotation. Upon an affected member's arrival to work of their scheduled BO, they will be assigned their duty station by the OIC on shift. The duty stations may include, but are not limited to, Sub Station (working the floor), filing, Book In, control, becoming current on Mandatory Training, etc.

The proposed schedule is for each affected staff member to work 12-hour shifts, with the removal of Personal Leave (PL) days and the addition of 13 scheduled Blue Days throughout the calendar year. BDs will be a scheduled 4-hour shift to be worked by the affected employee. If an affected employee arrives to work on their assigned BO and another staff member on their shift has called out from work, this will result in the affected staff member working the 12-hour shift 8 hours of which will be considered overtime.

The current 8-hour schedule equates to 2,080 averaged hours worked per affected staff member per calendar year. The proposed schedule change will result in a total of 2,080 averaged hours worked per affected staff member per calendar year.

Overtime will be paid out pursuant to Article 13, Section SA. Overtime is defined as hours actually worked over one hundred sixty-eight hours (168) within a twenty-eight (28) day work period as allowed by the FSLA (29 USC Sec. 207 (k)).

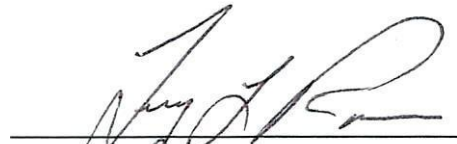
It is agreed, this 27 day of June, 2023



Blake Johlke, UCLEA President



Umatilla County Board of Commissioners Chair



Terry Rowan, Sheriff, Umatilla County



Kenny Franks, Captain, UCSO Corrections Div.

Policy 311 attachment - Employee Evaluation Tool.pdf

EMPLOYEE PERFORMANCE EVALUATION

The purpose of the evaluation process is to encourage a dialogue between employees and their manager about individual professional growth. The purpose of this form is to encourage a conversation between employees and their manager about how to maximize strengths and become even better in areas identified as opportunities for growth. Umatilla County is committed to learning, growing, and sharing information so that we can fulfill the mission to serve citizens effectively and efficiently.

Employee Name:		Date from:	Date to:
Title:		Next one-on-one meeting:	
Supervisor:		Program:	
Title			
SUMMARY OF ACCOMPLISHMENTS			
The following is a summary of your most outstanding accomplishments and/or initiatives for this review period. Details on progress toward or goal achievement from this review period are summarized.			
KEY STRENGTHS AND AREAS FOR IMPROVEMENT			
The following is a list of your key strengths and areas for improvement. Details and examples are provided.			
AREAS FOR GROWTH AND DEVELOPMENT			
The following is a list of areas for growth and development to help you become even stronger in your work. Manager and employee will work together to identify steps to get there. Potential hurdles and a plan to overcome them will also be discussed.			
MANAGER FEEDBACK			
The following is a summary of comments from your manager about your performance and goal achievement during this review period. Details, examples, and metrics are provided where helpful to demonstrate your achievement. Also included is the manager's commitment of how he/she will support your professional development during the next review period			
Goal #1 for Next Review Period:			
Goal #2 for Next Review Period:			
Goal #3 or Highlights of who you can personally contribute to a departmental goal during the next review period:			

Umatilla County

Department: _____



UMATILLA COUNTY MISSION STATEMENT

The mission of Umatilla County is to serve the citizens of Umatilla County efficiently and effectively.

DEPARTMENT MISSION STATEMENT

DEPARTMENT GOALS

- 1.
- 2.
- 3.
- 4.
- 5.

INDIVIDUAL GOALS

- 1.
- 2.
- 3.

MANAGER COMMITMENTS TO THE TEAM

MANAGER COMMITMENTS TO THE EMPLOYEE

EMPLOYEE SIGNATURE

SUPERVISOR(S) SIGNATURE(S) PER DEPT/AGENCY

Date

Date

**Policy 508 attachment - Pre-Travel
Authorization and Cost Worksheet.pdf**



Pre-Travel Authorization Form

Date: _____

Complete and submit this form for advance approval, per the Travel Reimbursement Policy, of all employee travel requiring an out of town stay. A **Travel Cost Worksheet** must be attached, including an agenda, a brochure or registration form. This form, and related forms, must be submitted and approved prior to scheduling travel.

Employee travel that is not pre-approved may be at the employee's personal expense.

Employee name: _____ Dept/Div: _____

Event description: _____

Justification, purpose, or benefit to the County: _____

Location, dates, and times: _____

Dates and times of departure and return: _____

Transportation:

- ☐ County vehicle - using County gas credit card
- ☐ Plane ☐ Train ☐ Bus
- ☐ Personal vehicle - County vehicle not available ☐ verified - Dept.
(established County mileage rate) ☐ verified - PW
- ☐ Personal vehicle - personal use (with use of County gas credit card)

Reason for personal use request: _____

Others attending and mode of transportation: _____

- I acknowledge my responsibility as an employee of Umatilla County, to abide by existing County policies and procedures.

Employee Signature

Date

- As Department Head, I approve of and authorize the above travel request and attached Travel Cost Worksheet.

Department Head Signature

Date

- If applicable, as Liaison Commissioner, I approve of and authorize the above travel request and attached Travel Cost Worksheet.

Commissioner Signature

Date



Travel Cost Worksheet

Complete and submit this form with a **Pre-Travel Authorization Form**, to get prior approval for any County travel.

Destination: _____ Distance: _____

Proposed date and time of departure: _____

Proposed date and time of return: _____

Estimated cost of transportation: _____ \$ _____
(Fuel cost, mileage, ticket price, etc.)

Per diem calculation - meals required: **P** - Provided **N** - Not provided (see attached instructions)

Travel dates								#Meals	Rate/meal	\$ Totals
Breakfast										
Lunch										
Dinner										

Breakfast is included with lodging? ☐ Yes or ☐ No _____

Lodging required: _____ # of nights @ \$ _____ rate (including taxes and fees) \$ _____

Hotel: Name _____

Address _____

City/State _____

Phone _____

☐ Hotel prepaid ☐ Hotel check to be delivered upon check-in

Conference or training fees: \$ _____

Miscellaneous fees: _____
\$ _____

Other costs (lost productivity, personnel replacement, etc.):
\$ _____

TOTAL TRAVEL COSTS \$ _____

Department Head Signature

Approval Date

Liaison Commissioner Signature (if applicable)

Approval Date

Travel Cost Worksheet Instructions

Per Diem Calculations

The purpose of the Travel Cost Worksheet, is to provide management with an accurate estimate of the cost of proposed travel. Please be as complete as possible.

When completing the Per-Diem portion use the following guidelines:

For each day of travel, determine which meals are required (see below), and mark required meals as either **(P) Provided** or **(N) Not provided**. Meals provided will not receive Per Diem allowance.

Enter the total number of **(N) Not provided** meals in the **#Meals** column. The total per diem amount will be automatically calculated in the \$ Totals column.

Required Meals

Breakfast – if departing prior to 7:00 a.m., or returning after 8:00 a.m.

Lunch – if departing prior to 12:00 noon, or returning after 1:00 p.m.

Dinner – if departing prior to 6:00 p.m., or returning after 7:00 p.m.

Per Diem Meal Rates*

Breakfast	\$15.00
Lunch	\$20.00
Dinner	\$30.00

*Rates include meal costs, taxes, and gratuities.

Provided meals would include any meals served at the conference or training, or provided as a part of your lodging. **Provided meals will not be allowed Per Diem.**

Please submit completed forms well in advance of travel, to provide ample time for the approval process. Upon approval, keep one copy for your department records, and submit the other copy to the Finance Department with the Per Diem payable for the employee. Per Diem checks will be issued in the normal weekly payable cycle.

Policy 307 attachment - Request to Recruit.pdf

REQUEST FOR RECRUITMENT

Positions will not be posted if this form is incomplete or updated job description is not attached and provided electronically

REQUESTOR: _____ DEPARTMENT: _____

ACTION REQUESTED

POSITION: _____ (attach current PD, and interview questions)

PROPOSED CLOSE DATE: _____

HOURS OF WORK: _____

LOCATION OF OFFICE FOR THE POSITION: _____

ADDITIONAL EMAIL RECIPIENT OF APPLICATIONS: _____

ADVERTISING

CHARGE TO -----
(Fund) (Dept) (Program) (Object)

(Example: 1010-10-10060-560013 Advertising) Boost posting? _____ (Please list amount)

- ☐ Newspaper: _____ Times run?
- ☐ Other: _____
- ☐ Default Listing: (Facebook, Indeed, County Website, Bulletin Board, Unemployment Office)

REASON/JUSTIFICATION FOR ACTION

- ☐ Position Vacancy (Provide name of previous employee) _____
- ☐ New Position (Provide BCC approval date) _____
- ☐ PCN Position# _____
- ☐ Previous Job Announcement number#: _____
- ☐ Other _____

HUMAN RESOURCES USE ONLY

- ☒ Approved ☐ Disapproved ☒ Date: _____
- ☐ Schedule for Board of Commission Review Date: _____
- ☐ Completion of Request Date: _____

**Policy 311 attachment - Employee
Self Evaluation Tool.pdf**

EMPLOYEE SELF-EVALUATION

The purpose of the evaluation process is to encourage a dialogue between employees and their manager about individual professional growth. The purpose of this form is to encourage a conversation between employees and their manager about how to maximize strengths and become even better in areas identified as opportunities for growth. Umatilla County is committed to learning, growing, and sharing information so that we can fulfill the mission to serve citizens effectively and efficiently.

Employee Name:		Date from:	Date to:
Title:		Next one-on-one meeting:	
Supervisor:		Program:	
Title			

SUMMARY OF ACCOMPLISHMENTS

Please summarize your most significant accomplishments (three to five) during the performance review period. Also include any special circumstances that had a direct impact on your performance.

KEY STRENGTHS AND AREAS FOR IMPROVEMENT

Please list your key strengths and areas for improvement. Provide specific details and examples.

AREAS FOR GROWTH AND DEVELOPMENT

Please identify the key areas where you would most like to grow and develop (including our values).

MANAGER FEEDBACK

What are the ways your manager could help you to be even more successful?

Goal #1:

Goal #2:

Goal #3 or HIGHLIGHTS OF HOW YOU PERSONALLY CONTRIBUTED TO A DEPARTMENTAL GOAL:

EMPLOYEE SIGNATURE	SUPERVISOR(S) SIGNATURE(S) PER DEPT/AGENCY
<i>Date</i>	<i>Date</i>

Managers will choose 3-5 questions (or customize their own) which they would like for employees to answer as a part of the self-assessment and performance evaluation process.

Having a personal professional development vision is a way for employees to identify their own vision for personal and professional development. Supervisors will provide this form to the employees prior to their performance evaluation. The employee shall be allotted sufficient time to complete and return this form to their supervisor prior to the performance review. Responses may be printed on this form, or typed and attached on separate pages. This process will help assist in identifying goals and/or obstacles in future professional development. Employees are asked to respond at minimum to questions which are highlighted by the reviewing supervisor. Employees are welcome to also respond to any additional questions on this form. The questions are designed to help employees think about their professional development and to stimulate a conversation about the vision with their manager.

1. I view the three (3) greatest achievements for this review period to be:
2. I view my three (3) greatest achievements during the past 3 years to be:
3. I feel that I excel the most at the following two (2) essential functions of my position:
4. My views of what I did to improve my delivery of customer service during the past year to be:
5. I would like to pursue the following in my personal professional development:
6. The following obstacles may hamper my personal professional development:
7. This is how I plan to address the above listed obstacles:
8. The following training material or experiences will help me with my professional development goals:
9. The next position I aspire to work within Umatilla County is:
10. My ideal career objective is:
11. If I could change anything about my department, it would be:
12. My suggested solutions for any problems that may exist within my department include:
13. My unique ideas to improve our department include:
- 14. Customized Question:**
- 15. Customized Question:**
- 16. Customized Question:**

**Policy 331 attachment - Bilingual English
Spanish Differential Pay Form.pdf**

BILINGUAL ENGLISH/SPANISH DIFFERENTIAL PAY FORM

Please complete the required information below. Submit the completed form to the Human Resources for review and approval. Attach additional page detailing justification for the request to designate position as bilingual.

Position _____

Department _____

Employee _____

To assign bilingual designation, the position must meet all of the criteria listed below:

- Public contact that require regular and frequent use of bilingual skills.
- Bilingual skills are necessary to provide service to the community and essential to the successful performance of the functions of the department.
- Bilingual skills are an essential element of the job duties for the position. The position performs in a setting where there is a demonstrated public need for the designation.
- In the event that an incumbent moves to a position that is not designated as bilingual or if the bilingual designation of a position is removed, the bilingual pay will cease.
- Positions which already reflect that bilingual use is compensated by other means, including reduction in job duties, may not be eligible for incentive pay.

Incumbent in a position designated as bilingual must possess the ability to converse in English/Spanish as a second language; to read English and translate in writing and orally into Spanish; to read and translate Spanish in writing and orally into English; and write in Spanish. Some positions may require the ability to perform additional special translation and/or writing skills, including medical, legal, and/or other technical terminology, may require regular use of a non-English language in situations that are critical in a “life-and-death” sense and non-routine.

To be eligible for incentive pay employees must pass the tests with scores of a minimum of 3 = High Intermediate+ or higher and Competent = 80% or higher. If tests grade differently than described above HR will set the passing rate.

<i>Department Director</i>		<i>Human Resources Director</i>	
Approved: Yes No			
_____ Signature Date		_____ Signature Date	
Bilingual designation (<i>position control</i>): Add Remove			

CBA-Road 24 -27.pdf

COLLECTIVE BARGAINING AGREEMENT

Between

UMATILLA COUNTY, OREGON

And

LOCAL 1393, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

Public Works Department

Effective July 1, 2024 thru June 30, 2027

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AGREEMENT

Between

UMATILLA COUNTY, OREGON

And

LOCAL 1393, AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO

PREAMBLE

This Agreement is entered into by Umatilla County, Oregon hereinafter referred to as the County, and Umatilla County Local Union 1393, affiliated with Oregon Council No. 75 of the American Federation of State, County and Municipal Employees, AFL-CIO hereinafter referred to as the Union, and is intended to cover rates of pay, hours of work, fringe benefits and conditions related to the employment of employees covered by the bargaining unit hereinafter described.

The parties agree as follows:

ARTICLE 1 - SCOPE OF AGREEMENT AND RECOGNITION

Section 1.1 Scope of Bargaining Unit

The bargaining unit covered by this Agreement shall consist of regular full-time employees in the County's Public Works Department, excluding temporary, supervisory and confidential employees, as defined by the Oregon Public Employees Relations Act.

A temporary employee under this Article is an employee hired to perform a specific project or for a definite period of time. Temporary employees shall not be used to fill any bargaining unit positions on a permanent basis nor shall any temporary position exist longer than nine (9) months. Whenever a new employee is hired or a temporary employee is integrated into a bargaining unit position the County shall notify the Union of the employee's name. In the case of filling a temporary position the County shall notify the Union of the employee's name and expected duration of employment. Where a temporary employee is integrated into a bargaining unit position the employee shall have up to six (6) months of temporary duty credited to the probationary period. This credit toward completion of the probationary period shall not affect Accruals (sick leave, vacation, etc.), Seniority/Hire Date, or Insurance coverage, all of which are based on the date of permanent employment with the County. Examples of work assignments for a temporary position could be extra workload or coverage for regular employee's vacation or sick leave, but are not limited to such.

Section 1.2 Recognition

The County recognizes the Union as the sole and exclusive collective bargaining representative of all the employees covered by this Agreement for the purpose of representation on all matters related to terms and conditions of employment for such employees.

ARTICLE 2 - SECURITY

Section 2.1 Individual Choice

Membership or non-membership in the Union shall be the individual choice of the employees covered by this Agreement. The County and the Union jointly agree that they will not discriminate against any person or persons on the grounds of race, color, religion, sex, national origin, marital status, age, expunged juvenile record, family relations, association with anyone in a protected class, mental or physical handicap, opposing Safety and Health Hazards, requesting parental leave or application for Workers' Compensation benefits in employment practices, work duties, or contractual arrangements.

Section 2.2 Fair Share

(a) All bargaining unit employees who are not dues paying members of the Union shall be required to make an in-lieu-of dues payment to the Union through the regular payroll deduction process, except as per item (b) below.

(b) Bargaining unit employees who have religious objections which are violated upon payment of union and/or similar dues, association fees, etc. shall be permitted to exercise a right of non-membership and shall instead be required to pay an amount of money equivalent to regular monthly union dues to a non-religious charitable organization mutually agreed upon by the employee and the Union, as per the parties contract. Such exemption from in-lieu-of dues payment shall not, however, apply to mere anti-Union philosophical views, i.e. right to work.

Section 2.3 Dues Deductions

Commencing with the first full calendar month following execution of this Agreement, the County agrees to deduct from the paycheck of each employee who has so authorized it, the Union's regular initiation fee and regular monthly dues or the in-lieu-of-dues assessment. The amounts deducted shall be transmitted monthly to the Union or to the designated non-religious charities on behalf of the employees involved. Authorization by the employee shall be on forms furnished by the County. The performance of this service is at no cost to the Union. Employees shall be required to agree to participate in Fair Share deductions at the time of employment and shall continue participation in Fair Share until or up to the time that the employee elects to join the Union, terminates employment or said position is no longer subject to Fair Share or bargaining unit dues.

The Union hereby holds harmless, acquits and forever releases Umatilla County, their Commissioners and each and all of their individual officials, officers, employees, agents and insurers, and their successors, individually and collectively, and any and all other persons who might be claimed to be liable from any and all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, past, present or future which has been or might be asserted against Umatilla County arising out of or in connection with this authorization.

Section 2.4 Maintenance of Membership

Employees who are current members of the Union at the signing of this agreement or who sign a Union membership card subsequent to the signing of this agreement shall maintain their Union membership for the duration of the collective bargaining agreement. Maintenance of membership shall be a condition of employment.

Section 2.5 PEOPLE

The Employer agrees to make payroll deductions from the pay of those employees who request, in writing, to deduct from their earnings regular payroll deductions in such amounts authorized by the employees to be paid to the Treasurer of the National Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee.

The Employer shall remit the aggregate deductions of all employees, together with an itemized statement showing the name and social security number of each employee from whose pay deductions have been made and the amount deducted during the period covered by the remittance, to AFSCME Council 75

All PEOPLE Contributions shall be voluntary and may be revoked at any time by giving written notice to the UNION and the EMPLOYER. It is expressly understood that PEOPLE contributions are not required as a condition of employment.

The UNION shall indemnify and save the EMPLOYER harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the EMPLOYER for the purpose of complying with the provisions of this Article.

Section 2.6 Discrimination

The County and the Union shall not interfere with, intimidate, restrain, coerce or discriminate against any employee in his/her free choice to participate or join or refusal to participate or join the Union.

ARTICLE 3 - MANAGEMENT RIGHTS

Except as otherwise specifically limited by the terms of this Agreement, the County retains all the customary, usual and exclusive rights, decision making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the County or any part of it. The rights of employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement, and the County retains all prerogatives, functions, and rights not specifically limited by the specific terms of this Agreement. The County shall have no obligation to bargain with the Union with respect to any such subject or the exercise of its discretion and decision making with regard thereto, any subject covered by the terms of this Agreement and closed to further bargaining for the term hereof, and any subject which was or might have been raised in the course of collective bargaining but is closed for the term hereof.

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

- I. To determine the services to be rendered to the citizens of the County.
2. To determine and to follow the County's financial, budgetary, and accounting procedures.
3. To direct and supervise all operations, functions, and policies of the department in which the employees in the bargaining unit are employed, and operations, functions, and policies in the remainder of the County as they may affect employees in the bargaining unit.
4. To close or liquidate any office, branch, operations of facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.
5. To manage and direct the work force, including, but not limited to, the right to determine the methods, processes and manner of performing work, the right to hire, promote, and retain employees and to transfer them within the same pay range; the right to lay off; the right to abolish positions or reorganize departments; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies.
6. To determine the need for a reduction or an increase in the work and the force implementation of any decision with regard thereto.
7. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials and equipment.
8. To implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

9. To contract or subcontract work as may be determined by the County, provided that as to work which has been previously and regularly performed by employees in the bargaining unit, the County agrees to afford an opportunity for the Union to negotiate with it as to the effect of such action on employees in the unit prior to finalizing or implementing new decisions concerning such contracting or subcontracting.

10. To assign shifts, work days, hours of work and work locations.

11. To designate and assign all work duties.

12. To introduce new duties within the unit.

13. To determine the need for and the qualifications of new employees, transfers and promotions.

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

15. To determine the need for additional educational courses, training programs, on-the-job training, and cross training and to assign employees to such duties for such periods to be determined by the County.

16. To implement unpaid furlough days by mutual agreement between the Public Works Director and AFSCME represented employees. Such agreement will be established in a signed letter of agreement.

The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is subject only to the first three (3) steps of the grievance procedure set forth in Article 5 of this Agreement.

ARTICLE 4 - STRIKES AND LOCKOUTS

Section 4.1 Strikes

The Union and its members, as individuals or as a group, will not initiate, cause, or participate or join in any strike, work stoppage, slowdown, picketing, or any other restrictions of work at any location in the County during the life and duration of this Agreement. Disciplinary action, including discharge, may be taken by the County against any employee or employees engaged in a violation of this Article and shall not preclude or restrict recourse to any other remedies, including an action for damages which may be available to the County.

Section 4.2 Return to Work

In the event of a strike, work stoppage, slowdown, picketing, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, during the life and duration of this Agreement, the Union will immediately upon notification from the Public Works Director or the County governing body attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 1, above, shall not be affected or limited by the subject matter involved in the dispute, giving rise to the stoppage, or by whether such subject matter is or is not subject to the grievance and arbitration provisions of this Agreement.

Section 4.3 Lockouts

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

ARTICLE 5 - SETTLEMENT OF DISPUTES

Section 5.1 Grievance and Arbitration

A grievance shall be defined as a dispute or complaint by an employee or the Union against the County concerning the application, meaning or interpretation of this Agreement. Any grievance which may arise shall be settled in the following manner:

STEP I: The affected employee, with or without an employee representative, shall take up the grievance with the employee's appropriate supervisor within twenty (20) working days of its occurrence or of the date on which the employee reasonably should have had first knowledge of the occurrence. The supervisor shall respond to the employee within ten (10) working days of the time the grievance was presented.

STEP II: If the grievance remains unresolved, it may be presented by the Union grievance committee in writing to the Public Works Director, or his/her designee, within ten (10) working days after the Step I response. The written grievance shall summarize the nature of the grievance, the factual basis alleged in support of it, the specific provision or provisions of the contract alleged to have been violated, and the relief sought. The County Public Works Director or his/her designee shall respond to the Step II grievance in writing within ten (10) working days of the time the grievance was presented to him/her.

STEP III: If the grievance still remains unsettled, it may be taken up with the governing body of the County by the union, upon written notice within ten (10) working days after receipt of the Public Works Director's response. Such notice shall specify the reason for the meeting and shall provide the grievance-related information specified in Step II above. Following the giving of such notice, the County governing body and up to three (3) representatives of the Union shall meet within ten (10) working days in an attempt to resolve the grievance. The County governing body will give a written response to the grievance within ten (10) working days after said meeting.

STEP IV: If the grievance is still unresolved and the Union wishes to pursue the matter further, it must do so by delivering notice of intent to the County governing body within ten (10) working days after the first Monday of the month succeeding the written response of the County governing body. The parties shall first attempt to select an arbitrator who is mutually acceptable. If within ten (10) days from the request for arbitration the parties are unable to agree upon an arbitrator, the Oregon State Conciliation Service shall be requested to submit a list of seven (7) names. Both the County governing body or its designee and the Union shall have the right to strike three (3) names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one (1) name. The process shall be twice repeated and the remaining person shall be the arbitrator. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. Expenses of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the

transcript and all copies. The arbitrator shall have authority to consider only a claim based upon a specific provision of this Agreement and shall have no authority to add to, modify, or detract from this Agreement. Any decision of the arbitrator within the scope of this Agreement shall be final and binding upon the parties.

Section 5.2 Time Limits

The time periods specified in this Article may be extended or modified by mutual consent. Otherwise, failure to comply with time periods specified shall be treated as final disposition of the subject matter of the grievance against the party failing to comply with the applicable specified time period.

Section 5.3 Meetings

The County Public Works Director or his/her designee shall meet at mutually convenient times with the Union grievance committee. Except while carrying out the provisions of Step I through III of Section 5.1 of this Article, grievance committee meetings during working hours shall be subject to the approval of the County Commissioners. The Union grievance committee shall consist of two (2) regular full-time County employees selected by the Union.

The purpose of grievance committee meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the County Public Works Director and/or, upon reasonable request, with the members of the governing body of the County, other issues which would improve relationships between the parties. Prior notice of topics for discussion at such meetings shall be furnished by each party to the other.

Section 5.4 Determination of Merit

The provisions of this Article shall not be interpreted to require that the Union process any grievance through the grievance or arbitration procedure which it believes, in good faith, lacks sufficient merit. The Union will not pursue a grievance beyond a point where it determines the grievance lacks sufficient merit to pursue further, and the Union grievance committee shall thoroughly investigate and evaluate such grievance. Resolution of a grievance at any step of the procedure shall be final and binding on the County, the Union and the affected employee(s)

ARTICLE 6 - PROBATIONARY PERIOD

Section 6.1 Purpose

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

Section 6.2 Probationary Status

Every new employee shall serve a probationary period of twelve (12) full months of work. Upon completion of the twelve (12) months' probationary period, the employee shall become a regular, full-time employee. Employees having less than twelve (12) full months of employment shall be probationary employees and shall be covered by this Agreement as specified herein. The Union recognizes the right of the County to terminate the employment of a probationary employee for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees.

In the event an employee is in an unpaid leave status while on probation, the probationary period shall be extended for the equivalent amount of time.

Section 6.3 Trial Period

An employee selected to permanently fill a job opening shall have up to three (3) months to demonstrate his/her ability to satisfactorily perform the job. In the event he/she is unable to satisfactorily perform the job within that period, he/she shall have the right to return to his/her last job position with all seniority restored within that classification.

ARTICLE 7 - DISCIPLINE AND DISCHARGE

Section 7.1 Discipline

a) Disciplinary action may be imposed on any non-probationary employee only for just cause and may be imposed as, but is not necessarily limited to: 1) Written Reprimand, 2) Demotion, 3) Suspension Without Pay, 4) Discharge.

b) Disciplinary action may be imposed upon any employee for failing to fulfill his/her responsibilities as an employee of the County. Conduct which interferes with an individual's performance of his/her duties or which is a hindrance to the effective performance of his/her department's function shall be considered as good cause for discharge or other disciplinary action. Such cause may include, but is not necessarily limited to misconduct, inefficiency, incompetence, insubordination, misfeasance, malfeasance, abuse of sick leave, the willful giving of false information, the withholding of information in making application for employment or willful violation of department rules.

c) Any disciplinary action imposed upon an employee, shall be in written form. The statement shall include:

- 1) The specific County and/or Departmental rules, the specific Federal and/or State regulations; the County policies and/or procedures, and/or areas of the collective bargaining agreement violated,
- 2) A statement of the disciplinary action,
- 3) The specific reasons for such action,
- 4) The required changes, corrections and improvements,
- 5) The time lines that said required changes, corrections and improvements must be made within,
- 6) A plan of assistance (if appropriate), and
- 7) Notification of further disciplinary action should the situation continue or recur. A copy of the statement shall be presented to the employee at the time of the disciplinary action; a copy shall also be placed in the employee's personnel file.

d) Disciplinary action shall be imposed only in a manner that will not embarrass the employee or humiliate the employee before other employees or the public.

e) An employee may protest discipline through the regular grievance procedure.

f) The County will make every reasonable effort to conduct investigations and present findings in a timely fashion.

Section 7.2 Discharge

a) Probationary employees work at the pleasure of the County and may be terminated at any time.

b) If the Department Head or Supervisor determines that there may be cause for discharge he/she may place the employee on paid administrative leave and shall deliver to the employee a written pre-dismissal notice. Such notice shall be prepared in accordance with Section 7.1 c) above. Unless otherwise resolved, the dismissal shall not become effective during the grievance process. Protest of the discharge of any employee shall be made only through the grievance procedure set forth in Article 5. Should an employee choose to utilize the grievance and arbitration procedure for either suspension or discharge, or both, the Union and the Board of Commissioners shall process the grievance commencing at Step 3 of the grievance procedure. A suspended employee who is reinstated shall receive pay for the period of suspension and shall accrue vacation, sick leave and all other benefits as if interruption in service had not occurred unless otherwise resolved.

Section 7.3 Notification

The Union President and AFSCME Staff Representative shall be sent copies of all disciplinary actions when the discipline is administered.

ARTICLE 8 - HOURS OF WORK

Section 8.1 Workweek

The normal workweek shall consist of five (5) consecutive days as scheduled by the Public Works Director. At the option of the County, the workweek may be scheduled on the basis of four (4) consecutive days of ten (10) hour's straight time per day as assigned by the County Public Works Director.

Section 8.2 Regular Hours

The regular hours of work each day shall be consecutive, except for interruptions for meal periods and rest periods. In the event the County elects to schedule four (4) consecutive days of ten (10) hour's work per day as the regular workweek, regular hours of work shall be scheduled by the Public Works Director consistent with such weekly schedule. Any such four (4) day workweek shall be on a trial basis and may be continued or abandoned at the option of the County.

Section 8.3 Work Schedules

The normal work shift shall consist of eight (8) hours' work unless the County is on a ten (10) hour day, four (4) days per week schedule, in which event the normal work shift shall consist of ten (10) hours' work. All employees shall be scheduled to work on a regular shift and each shift shall have regular starting and quitting times. Work schedules showing the employee's normal shift, workdays and hours shall be posted on Public Works Department bulletin boards, and affected employees shall be given at least five (5) days' notice prior to the effective date of any change in their work schedule. However, in cases of emergency or adverse weather conditions normal work hours or schedules may be modified by the Public Works Director without such advance notices, in which event a reasonable attempt will be made to notify each employee affected as soon as practicable.

Section 8.4 Meal Periods

All employees shall be granted an uncompensated meal period of not less than one-half (1/2) hour or more than one (1) hour during each work shift. To the extent consistent with operating requirements of the Public Works Department, meal periods shall be scheduled at or about the middle of the work shift. In addition, when reasonably possible a reasonable time to eat will be allowed employees who are to work overtime for four (4) hours or more.

Section 8.5 Rest Periods

Each employee shall be allowed a fifteen (15) minute rest period during the first half of his/her shift, and a fifteen (15) minute rest period during the second half of his/her shift. When working on a schedule often (10) hour days, four (4) days per week, rest periods shall be twenty (20) minutes. Whenever reasonable, rest periods shall be taken at the middle of each half shift.

Section 8.6 Guarantee of Hours

No provision of this Agreement shall be construed as establishing or inferring a guarantee of any hours of work per day or per week.

ARTICLE 9 - HOLIDAYS

Section 9.1 Recognized Holidays

The following shall be recognized as holidays:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday In January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25
*Floating Holiday	

Plus any day declared a holiday by the Governor of the State of Oregon and the President of the United States.

*The Floating Holiday shall be one (1) paid day off per contract year, such day to be scheduled on an individual basis by the employee with the consent of the Public Works Director. The floating holiday shall be taken within each fiscal year and shall not be carried from one fiscal year to the next. No additional payment shall be made to an employee who fails to schedule and take the floating holiday within the contract year unless such failure is the result of the Public Works Director requiring that such employee be at work on his/her previously scheduled holiday.

Section 9.2 Eligible Employees

Each regular full-time employee who has completed his/her initial probationary period and who works his/her last regularly scheduled day before and his/her first regularly scheduled

day after any of the above holidays shall be eligible for holiday pay. However, an employee's failure to work on such prior or next following scheduled workday shall be excused for this purpose if due to one of the following reasons:

(a) Jury Service;

(b) Scheduled Vacation;

(c) Bona fide injury or illness for which sick leave is being received. The Public Works Director will not normally require a signed statement from a licensed physician as verification of the injury or illness the first time an employee fails to satisfy the "day before" or "day after" requirements of this section because of an injury or illness. However, unless specifically excused from doing so by the Public Works Director, such a statement will be required in all subsequent instances where the employee fails to satisfy these requirements because of injury or illness during the next succeeding twelve (12) months.

(d) Any other verified reason excused by the Public Works Director.

Section 9.3 Holiday Pay

An eligible employee shall receive one (1) day's pay for each of the holidays listed above which falls on a regularly scheduled workday and on which he/she performs no work.

Section 9.4 Weekend Holidays

(a) Whenever a holiday shall fall on Sunday, the succeeding Monday shall be observed as the holiday. Whenever a holiday shall fall on Saturday, the previous Friday shall be observed as the holiday.

(b) Whenever a holiday shall fall on Friday or Saturday during a regularly scheduled four-ten (4/10) workweek the preceding Thursday will be observed as the holiday.

Section 9.5 Holiday During Leave

Should an employee be on authorized leave or vacation when a holiday occurs, such holiday shall not be charged against such leave.

Section 9.6 Holiday During Layoff

Should an employee be on layoff from employment when a holiday occurs, he/she shall not be eligible for said holiday.

Section 9.7 Holiday During Unpaid Leave

Should an employee be on unpaid leave when a holiday occurs, he/she shall not be eligible for said holiday.

Section 9.8 Holiday Work

If an employee works on any of the holidays listed above he/she shall, in addition to his/her holiday pay, be compensated for all hours worked at the rate of time and one-half his/her regular straight-time hourly rate of pay.

ARTICLE 10 - SICK LEAVE

Section 10.1 Accumulation

Employees shall accrue sick leave at the rate of eight (8) hours for each month of service. Sick leave may be accumulated to a maximum of two thousand (2000) hours. Eligibility for sick leave benefits is established after 31 days of continuous employment; however, accrual begins on the first day of employment.

On-Call, temporary and seasonal employees shall not be eligible for sick leave benefits. Regular employees who are employed more than half-time and less than full-time shall receive prorated accrual rates.

Section 10.2 Utilization of Sick Leave

Sick leave is provided by the County to cover "sickness" and is not to be used as a supplement for vacation. Employees may use their allowance for sick leave when unable to perform their work duties by reason of:

- (a) Illness or injury which incapacitates the employee to the extent that he/she is unable to perform work;
- (b) Exposure to contagious disease such as would jeopardize the health of fellow workers or the public;
- (c) Medical, optometric, chiropractic, dental or any other dental or medical specialist appointments;
- (d) Illness in the immediate family which requires the presence of the employee as a care giver;
- (e) Death in the immediate family;
- (f) For leaves qualifying as Family Medical Leave, refer to County Policy 4.3 for clarification purposes.

All sick leave absences require employees to utilize all accrued sick, vacation, and compensatory time available before reverting to unpaid leave status.

Utilization for covered family members shall follow the definitions of the Oregon Sick Leave Law.

Section IO.3 Physician's Certification

A physician's statement of the nature and identity of an illness or injury, the need for the employee's absence, and the estimated duration of the absence, may be required at the option of the County in instances of absence caused by illness or injury when, in the judgment of the

supervisor and the Director of Public Works, there is good reason to believe that either sick leave is being abused or the illness or injury may require a physician's attention. If such certification is requested and it is not produced within five (5) working days or does not show such disability, sick leave shall be canceled and the employee will be subject to discharge. In addition, the County may require an employee to take and pass a comprehensive physical examination as a precondition to returning to work after an illness or injury, and at such other times as the County directs. Any such physical examinations required by the County shall be administered by a physician designated by the County and will be paid for by the County.

Section 10.4 Supervisor Notification

In the event an employee suffers from 'sickness' and is unable to perform his/her duties, he/she shall notify his/her supervisor of his/her expected absence, and the nature and expected length thereof, prior to the start of his/her regular work shift.

Section 10.5 Integration with Workers' Compensation

All employees of the Umatilla County Public Works Department will be covered under the Worker's Compensation laws of the State of Oregon. When an injury occurs in the course of employment the County's obligation to pay under this Article is limited to the difference between any payment received under worker's compensation loss and the employee's regular salary as long as the employee has accrued available sick leave credits. In such instances, the appropriate charges will be made against the employee's accrued available sick leave at the rate of the County's match until the sick leave is expended. Currently the rate is two-thirds (2/3) worker's compensation and one-third (1/3) County. Once the employee has exhausted all accrued leave the County will begin to pay the difference between Worker's Compensation and the employee's regular salary.

Section 10.6 Retirement

Upon an employee's retirement from the Public Works Department, one-half(½) of his/her accumulated but unused sick leave shall be credited to his/her retirement benefits pursuant to the rules and regulations of the Public Employee Retirement System to the extent the law in effect at the time of such retirement will permit such addition to the PERS base salary.

Section 10.7 Termination

Sick leave is provided by the County solely in the nature of insurance against losses of income due to illness or injury while employed by the County. Except as provided in Section 10.6 above, no compensation for accrued sick leave shall be provided for any employee upon his/her death or termination of employment for whatever reason. Sick leave shall not accrue during any period of uncompensated leave of absence or layoff.

ARTICLE 11 - BEREAVEMENT LEAVE

Section 11.1 Bereavement Leave

An employee shall be granted not more than 40 hours (four (4) days for 4/10 schedules or five (5) days for 5/8 schedules) leave of absence per incident with full pay in the event of death in the immediate family of the employee to make household adjustments or to attend funeral services. In addition, an employee may use sick leave credits providing the emergency requires more than forty (40) hours.

For purposes of Bereavement Leave, an employee's immediate family shall follow the Oregon Sick Leave Law definitions. Currently defined as follows:

"Family Member" means the employee's:

- Spouse or registered domestic partner;
- Child or the child's spouse or registered domestic partner;
- A parent of a covered individual or the parent's spouse or domestic partner;
- Sibling or stepsibling or the sibling's or stepsibling's spouse or registered domestic partner;
- Grandparent or the grandparent's spouse or registered domestic partner;
- Grandchild or the grandchild's spouse or registered domestic partner; or
- Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Section 11.2 Accruals

Sick leave and vacation credits will accrue during paid leaves of absences in the same manner as are accrued during normal employment.

ARTICLE 12- VACATIONS

Section 12.1 Eligibility Requirements

Amount of Vacation and Eligibility Requirements. Employees covered by this Agreement shall accrue vacation according to the following schedule:

1-3 years - 8 hours per month- 0-36 months

4-6 years - 10 hours per month - 37-72 months

7-9 years - 12 hours per month- 73-108 months

10-12 years - 14 hours per month - 109-144 months

13-15 years - 16 hours per month - 145-180 months

16+ years - 18 hours per month - 181+ months

A day of vacation shall be considered as eight (8) straight-time hours, but will be taken on a quarter hour basis, and shall be compensated at the employee's regular straight-time hourly rate as of the time the vacation is taken. Continuous employment shall constitute service unbroken by separation from employment as a regular full-time employee in the Public Works Department or by lay-off of more than fifteen (15) months duration.

Section 12.2 Scheduling

An employee shall be permitted to request the use of vacation after completion of six (6) months of employment. Whenever possible, consistent with the judgment of the County Public Works Director as to the needs and requirements for vacation relief, employees may schedule their vacation times. Subject to such requirements, vacation time shall be scheduled between employees on the basis of Public Works Department seniority, provided, however, each employee will be permitted to exercise seniority only once a year. The County shall have the final determination of vacation times based on operations and the availability of vacation relief. An employee shall notify his/her supervisor or the Public Works Director of his/her scheduling request at least thirty (30) days prior to the start of the requested vacation, but by mutual agreement between an employee and his supervisor or the Public Works Director, vacation may be taken without such advance request. Once vacation time has been scheduled, it will not be changed without the approval of the employee, unless a bona fide emergency exists.

Section 12.3 Termination or Death

An employee who terminates during the initial six (6) months of employment shall not be entitled to cash compensation in lieu of vacation leave. If the employee has served for six (6) months or more and is terminated from County service, he/she shall be compensated for accrued unused vacation based on his/her regular salary. Vacation accrual for purposes of this section shall terminate on the last day worked by an employee. Upon death of any employee compensation for accrued unused vacation leave shall be paid to the decedent or estate in the same manner.

Section 12.4 Vacation Accrual

Vacation accumulation shall not extend beyond two-hundred forty (240) hours. Should the accumulation exceed the limitation, any amount in excess shall lapse at the end of each month in which it is accrued. Any employee accruing vacation leave in excess of the two-hundred forty (240) hour limitation may notify the Public Works Director and schedule vacation time in order to prevent a lapse of vacation leave. In such a case the Public Works Director must be notified within five (5) working days of the scheduled leave. An employee's scheduling of leave in this manner shall not be grounds for disciplinary action, loss of pay or any other penalty. In the event of a bona fide emergency, employees will be allowed to carry over vacation time until the first available date following the emergency; the vacation time shall be taken within thirty (30) days following the emergency.

The Human Resources Department shall, on a monthly basis, provide a vacation balance listing as formal notification of accruals.

ARTICLE 13 - OTHER LEAVES OF ABSENCE

Section 13.1 Leave of Absence

Leaves of absence without pay for a limited period, not to exceed one (1) year in the case of a leave for the purpose of upgrading his/her professional ability through enrollment in educational courses related to his/her employment at an accredited school, and not to exceed thirty (30) calendar days for other reasons satisfactory to the County, may be granted to an employee where in the judgment of the Public Works Director the work of the Public Works Department would not be seriously handicapped by the temporary absence of the employee requesting such leave. Any such leave must be requested in writing and must be approved by the Public Works Director and the governing body of the County. At the discretion of the County, upon further written request by the affected employee, such leave may be renewed or extended for any reasonable period.

Section 13.2 Compensated Leave of Absence

(a) Employees may also, when directed and approved by the Public Works Director and the County, be granted time off with pay for educational purposes, for reasonable lengths of time, to attend conferences, seminars, briefing sessions, training programs, and other programs of a similar nature that are intended to improve or upgrade the employee's skill and professional ability.

(b) If the employee is directed by the Public Works Director on a mandatory basis to attend the above-mentioned programs, he/she shall receive up to eight (8) hour's normal hourly pay for the time spent on his/her normal day off, including travel time. Such hours shall be considered as hours worked for purposes of overtime and, at the County's option, may be compensated in the form of compensatory time off or compensatory pay. Any employee assigned to attend such programs by the Public Works Director on his/her normal workday shall receive ten (10) hours' pay when the work force is working for (4) ten (10) hour workdays in the workweek. The County's travel and expense policy shall apply to compensated leaves of absence.

Section 13.3 Personal Business

Requests for short-term leaves for personal business, including attendance at the funeral of a friend, should be directed to an employee's immediate supervisor. Such absences shall be unpaid unless vacation time is applied. Vacation time shall not be granted for a period of time smaller than one (1) hour.

Section 13.4 Jury Duty

Regular full-time employees shall be granted leave with full pay, computed on the basis of eight (8) hours' pay at the employee's regular straight-time hourly rate, any time they are required to report for jury duty or jury service. An eligible employee shall endorse any jury fee

(Excluding mileage and meal allowances) to the County as a condition to the receipt of jury pay. If an employee is excused or dismissed from jury duty or service prior to noon, he/she shall promptly report for work.

Section 13.5 Military Leave

Regular employees who enter the Armed Forces of the United States or who report for active or training duty with the National Guard or any reserve component of the Armed Forces shall be entitled re-employment, seniority and compensation rights in accordance with the Military Selective Service Act of 1967, as amended. Section 408.290 of the Oregon Revised Statutes, or any other applicable state and federal laws.

Section 13.6 Hardship Leave

Employees may donate to employees who have completed 6 months of employment, accumulated vacation and/or compensatory leave to an employee who, as a result of a serious injury or sickness, is about to exhaust or has exhausted his/her accumulated sick, vacation, and compensatory leaves. An employee may donate no more than 24 hours of sick leave per calendar year. Each year, an employee may receive no more than the greater of 12 weeks of donated leave or the equivalent of the maximum amount of time allowed under the FMLA or OFLA if applicable to the employee's situation. The donated leave shall be donated in increments of four (4) hours and the number of hours of donated leave will be credited to the sick leave account of the employee to whom they are donated.

Applications for Hardship Leave must be approved in accordance with the County's policy 4.3 before donations may be made. If donated time is returned to the donor and it causes the donor to exceed the vacation cap, the donor shall have up to one month to take the time over the cap.

Employees will at no time solicit donations. Donations must be received consecutively and once the employee reaches a no pay status, additional time may not be donated.

ARTICLE 14 - COMPENSATION

Section 14.1 Salary Schedule

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Exhibit A, which is hereby incorporated into and made a part of this Agreement. When any position not listed on the salary schedule is established, the County shall designate a job classification and pay rate for the position. The Union shall be notified and shall be afforded an opportunity to meet and discuss the matter. If the Union does not agree that the rate set for the classification is proper, the Union may submit the issue as a grievance under the procedures of Article 5.

Section 14.2 Overtime

The Public Works Director or any supervisor, whenever in their judgment they deem it necessary because of emergency or for purposes of efficiency, economy, or otherwise, may, as provided in Section 14.3 of this Article, require employees to work overtime on any day, at any hour, and for so long a period of time as they specify.

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

- (a) All authorized work performed in excess of eight (8) hours in any workday, except when a ten (10) hour day, four (4) day week schedule is in effect, then after ten (10) hours;
- (b) All authorized work performed in excess of forty (40) hours in any workweek;
- (c) All authorized work performed on the sixth (6th) or seventh (7th) consecutive day of work in a regular workweek.
- (d) Compensatory time will not exceed fifty (50) hours without a mutually agreed plan, by the Public Works Director and the employee, to utilize the compensatory time within one year of accrual.

Section 14.3 Distribution of Overtime

To the extent consistent with the operating needs of the Public Works Department, overtime work shall be distributed as equally as is reasonable among employees with comparable skills within the same job classification as determined by the Public Works Director. Overtime work shall be scheduled by the County as deemed necessary to accomplish work schedules and to meet emergency needs. Upon notification of overtime work prior to completion of an employee's shift, such employee shall perform such overtime as may be directed by the County. A record of overtime hours worked by each employee shall be printed on the stub of his/her check as paid each month.

Section 14.4 Temporary Assignments

(a) Employees who are temporarily assigned by the Public Works Director or a supervising foreman to work at a higher paying classification shall be paid at the pay rate of their higher classification when the temporary assignment comprises the majority of the work done that shift.

(b) In making a temporary assignment to a higher classification which is reasonably expected to comprise the majority of work done during that shift, seniority will be the determining factor whenever practical.

(c) Notwithstanding paragraph (a) above, employees specifically assigned for training purposes to a classification paying a higher rate of pay shall be paid their normal rate during such training period. However, if the training assignment exceeds forty-five (45) shifts, in a two (2) year period of time the employee shall thereafter be paid the starting rate applicable to the training position during remainder of such training.

Section 14.5 Pay Period

Employees shall be paid once a month in the monthly amount set out in Exhibit A, on the last normal regularly scheduled workday of the month.

Employees shall not receive any wage payment at any other time during the month unless their employment terminates with the County. Automatic deposit of payroll checks shall be at the option of the employee.

Section 14.6 Call-In Pay

Any employee called to work other than his/her normal shift shall receive no less than two (2) hours straight-time pay. In the event that an employee is called in to work on their regularly scheduled day off, the employee shall receive compensatory time at the rate of one and one-half (1 ½) the employee's regular rate.

Section 14.7 Lead person Pay

The County shall designate a Lead person position on each of the following crews: Milton-Freewater, Stanfield, Crusher, Truck, Weed, and Pendleton Maintenance Shop. The Public Works Director shall appoint or designate each lead person on the basis of knowledge, skills, and proven abilities to perform the job, as well as a proven ability to exercise independent judgment. If the Public Works Director determines that two or more employees are equally qualified, then the employee with the most seniority shall be appointed lead person. Employees designated as lead person shall be compensated per the wage schedule (Appendix/Exhibit "A"). If circumstances make it appropriate, the Public Works Director may appoint a lead person if the regular lead person is absent for more than one day. This can include situations where the lead

person is absent for more than one day and that absence would leave only a single employee on the crew.

Section 14.9 Personal Protective Equipment Allowance (PPE)

Employees employed in a benefitted position between July 1, and July 31 of each year will receive three and fifty hundred dollars (\$350.00) for the employee to purchase their own Personal Protective Equipment (PPE) in accordance with Exhibit B Public Works Personal Protective Equipment (PPE) Policy. This premium will be paid with the employees July 31 paycheck.

This provision does not apply to the Public Works Clerk or Survey Clerk, unless the Public Works Clerk is required by the Public Works Director to obtain and to maintain a flagger certification

Section 14.10 Wages

Wages shall increase across the board:

July 1, 2024 = 4%

July 1, 2025 = 4%

July 1, 2026 = 4%

ARTICLE 15 - SENIORITY

Section 15.1 Definition

Seniority shall be defined as follows:

- (a) Total length of unbroken service with the Public Works Department;
- (b) Total length of unbroken service with the County;
- (c) Total length of service within a given job classification.

Section 15.2 Probationary Employees

Employees shall be regarded as probationary employees for the first **twelve (12)** months of their employment and shall not receive credit toward completion of their probationary period for days on which they are absent or laid off. Probationary employees may be laid off or terminated with or without cause. Probationary employees who complete their probationary period shall acquire seniority as of their date of hire and their names will be added to the seniority list.

Section 15.3 Loss of Seniority

Seniority shall be lost for the following reasons:

- (a) If the employee quits;
- (b) If the employee is discharged;
- (c) If the employee retires;
- (d) If the employee is laid off because of a reduction in force or lack of work for a period in excess of fifteen (15) months;
- (e) If the employee is absent from work for twenty-five (25) consecutive hours from the time of absence without notifying his/her supervisor or the Public Works Director, or without being excused by his/her supervisor or the Public Works Director, unless it can be affirmatively shown that it was impossible for the employee to give such notice;
- (f) Unless a reason satisfactory to the Public Works Director is given, failure to respond within two (2) working days after receipt of a notice of recall from a layoff. Such notice shall be sent by certified mail, return receipt requested, and marked "Deliver to Addressee Only", to the employee's last known address on file with the County;
- (g) Securing other employment during a leave of absence, unless agreed to in advance by the Public Works Director and the governing body of the County;

(h) Failure to register in person or by mail with the Public Works Department office at least once every thirty (30) calendar days during periods of layoff, signifying his/her availability for recall and updated address and telephone number.

Section 15.4 Seniority Lists

Every six (6) months the County shall post on the bulletin board a seniority list showing County, Public Works Department and Classification Seniority. A copy of the list shall be furnished to the Union Secretary when it is posted.

Section 15.5 Filling of Job Openings

Whenever there is a job opening to be filled on permanent assignment basis, notice of such opening will be posted on the lunchroom bulletin board for a period of one (1) week to provide employees the opportunity to bid on that job. Those applicants who meet or exceed the established requirements of that position will be considered for the job opening. Where two (2) or more applicants are judged by the Public Works Director to be equal, the Senior Department employee will be given preferential consideration based on the Public Works Director's opinion based on the skills, experience, and ability to perform in the environment under consideration. The Public Works Director shall select and post the name of the individual chosen to fill the posted opening within one (1) week after the close of the posting period. In the event the Union considers the Public Works Director's selection to have been arbitrary or in bad faith, it may submit that question as a grievance for handling in accordance with the grievance procedure, commencing at Step III thereof. For purposes of this Section a permanent assignment shall be one to fill a position which is to be continued after having been made vacant by the death, retirement or termination of an employee or to fill a newly-budgeted position in one of the classifications covered by this Agreement.

If the employee with the most seniority possesses the skills and knowledge to perform the duties of the vacant position and after application and interview is not selected, the Public Works Director will notify that employee of the reasons he/she was not selected.

Section 15.6 Training Opportunities

When granting educational or training opportunities within a classification, employees who are equally qualified in the judgment of the Public Works Director or supervisor shall be granted preferences for such opportunities according to their respective seniority within their classification.

Section 15.7 Layoff and Recall

In the event of layoff of employees, selection of employees retained will be in accordance with the seniority within the affected job classifications, so long as the senior employees possess qualifications, aptitude and ability to perform the work equal to those of the employees laid off. The County will provide at least thirty (30) days' notice of a layoff to the employee and the Union.

Only in the event of a layoff shall employees have bumping rights. An employee displaced from his/her job by reason of a layoff shall be entitled to bump or displace an employee in an equal or lower job classification, provided the displacing employee has greater Departmental Seniority and possesses qualifications, aptitude and ability to perform the work equal to the employee he/she displaces.

In the event the Union considers the Public Works Director's above determinations as to relative qualifications, aptitude, and abilities to have been arbitrary or in bad faith, it may submit that question as a grievance for handling in accordance with the grievance procedure, commencing at Step III thereof.

Employees shall be recalled from layoff in the reverse order of their layoff.

Section 15.8 Job Classification Seniority

For the purposes of job classification seniority in the Umatilla County Public Works Department, its operations are divided into the following departments and classifications:

A. Office	Public Works Clerk (primary responsibility for time keeping, payroll, posting of bills, annual reports on cost accounting, secretarial and clerical functions, and related duties and responsibilities.)
B. Shop	Mechanic I (primary responsibility for maintenance and repair of automobiles, welding and related duties and responsibilities.) Mechanic II (primary responsibility for maintenance repair of diesel engines, heavy equipment, and related duties and responsibilities to include those of a Mechanic I.)
C. Maintenance	Maintenance I (truck drivers (small trucks), general laborers) Maintenance II (truck drivers (larger trucks), crawler tractor operators, motor grader operators, transport drivers, loader operators, backhoe or truck mounted excavator operators, bridge crew welders, and all other operators not mentioned in M I or M III). Crusher Crew Maintenance III (finished grader operators, oil distribution operators, crane operators and boom truck operators when those duties are actually being performed.)
D. Survey Crew	Survey Tech

Survey Clerk

E. Weed Crew

Weed Technician

Classification of an employee will be based on his/her primary duties and responsibilities, although the duties and responsibilities of each classification shall also include such other duties and responsibilities as may be assigned by the Public Works Director or a supervisor.

ARTICLE 16- HEALTH, WELFARE AND RETIREMENT

Section 16.1 Health and Welfare

Subject to Article 18, Section 18.2 and Article 16, Section 16.2 below, the County agrees to continue its present or a comparable medical and hospital program for the term of this Agreement for all regular full-time and probationary employees who are covered by this Agreement and who qualify under the terms of such programs. In the event two (2) employees employed by the County are in the same immediate family so as to be in the relationship of primary insured and dependent under such program, the County shall not be obligated to duplicate either contributions or benefits for the same family unit.

Section 16.2 Premium Costs

In order to provide for adequate medical benefits without further increases in cost to the County, the County and the Union agree that:

The County will contribute the following percentage of insurance premiums:

80% for coverage of the total premiums. The employee shall pay 20%. Employees who elect employee only coverage shall remain at 100%.

The contribution amount is to be applied to the monthly premium costs of presently existing or similar group health and welfare, term life, dental and accidental death and dismemberment insurance coverage. The contribution amount may be applied only toward premium costs of these insurances for the employee and the health and welfare and dental insurance for dependents of the covered employee. No portion of this available amount will be paid to the employee. The County will continue to pay the premium for life insurance.

Section 16.3 Medical Spending Account

The County agrees to continue to provide employees with the option of making voluntary contributions from their paycheck to a Medical Spending Account or "Manley" account. Contributions will be made solely by the employee for an amount equal to or lesser than the maximum contribution established by law. Contributions shall be made on a pre-tax basis consistent with applicable Federal and/or State laws.

Section 16.4 Health Reimbursement Account

Upon employment, the County will contribute one hundred twenty-five dollars (\$125.00) per month into an HRA for each full-time benefited employee. HRA contributions shall be made on a pro rata basis equivalent to the benefited employee's FTE.

Section 16.5 Life Insurance

The County will provide and maintain life insurance and Accidental Death and Dismemberment coverage of fifty thousand dollars (\$50,000) for each benefited employee and pay the full cost thereof.

Section 16.6 LifeFlight Membership

Employees employed in a benefited position between August 1 and August 31 of each year will receive a LifeFlight Membership for the new plan year at the County's expense. Benefits will not be extended to anyone who leaves County employment during the month of August.

Section 16.7 Retirement

The County agrees to maintain its membership in the State of Oregon Public Employees Retirement System (PERS). The Employer shall cease withholding from employee's salaries the contributions required by ORS 237.071; and shall "pick-up", assume, and pay a six percent (6%) average employee contribution to the Public Employees Retirement Fund for the employee members participating in the Public Employees Retirement System. Such "pick-up" or payment of employee member contribution to the system shall continue for the life of this Agreement. The Union and the County agree that if ever, by any means, the employer is prohibited from "picking-up" PERS the contribution that amount (6%) shall immediately be converted to salary and employees will self-pay their PERS.

ARTICLE 17 - GENERAL PROVISIONS

Section 17.1 Future Rules

The parties jointly recognize that the elected officials of the County are directly responsible to the citizens of the County and the public for the performance of the functions and service performed by the County Public Works Department. It is jointly recognized that the County governing body, acting by the through the County Public Works Director, must and does retain broad authority to fulfill and implement its responsibilities and may do so by adoption of oral or written work rules. It is agreed that no existing work rule or new work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement, provided that the requirements of Oregon law will always be paramount. All work rules which have been or shall hereafter be reduced to writing shall be posted on the bulletin boards for a period of thirty (30) consecutive workdays and shall be furnished to the Union. In the event the Union considers a work rule to be inconsistent with a specific provision of this Agreement, or otherwise wishes to discuss the rule, it shall so notify the Public Works Director within the thirty (30) day posting period. In such event, the rule shall be discussed between the Public Works Director and/or his/her designee and the Union grievance committee. If after such discussion the Union still feels that the rule is in violation of the Agreement but the County does not agree, the Union may submit it to Step IV of Section 5.1.

Section 17.2 Health and Safety

Federal and state safety regulations and safe work practices shall be strictly observed by the County, the Union, and all employees at all times, including emergency situations. Employees shall use all protective equipment required, shall perform their work in a safe manner, and shall comply with all safety rules of the County, and no employee will be required to work under abnormally dangerous conditions. Required safety equipment shall be furnished by the County. Further, to facilitate a safe work and operating environment and to protect the public and the employees, after consultation with the Union, the County will institute a "Drug Testing Program" Policy. The Policy will require periodic, random drug testing for illicit drugs and will also provide for supervisor-directed drug and alcohol testing based upon "probable cause" determinations. To the extent practical, the Policy will be consistent in purpose and effect with Federal DOT Drug Testing Regulations. The County will bear the expenses of such tests.

Section 17.3 Safety Committee

A safety committee will be established and maintained, with at least three (3) regular full-time employees as members thereon. The committee shall meet at least once every ninety (90) days, and shall study working conditions and job safety and shall make recommendations to the County regarding possible ways in which to improve job safety.

Section 17.4 Relatives

It shall be the policy of this County not to hire anyone who is a relative of an existing employee when the hiring of such relative would place either the existing employee or the relative

in a supervisory-subordinate or other potential conflict of interest relationship. This restriction shall not apply to those employees, who as of the date of execution of this Agreement, are related to other existing employees.

Section 17.5 Personnel Files

The County shall maintain a personnel file on each employee covered by this Agreement; this file shall be maintained by the Human Resources Director.

All files are considered confidential and shall only be available for inspection or examination by the individual employee, the Public Works Director and/or the Human Resources Director.

An employee may inspect the contents of his/her personnel file upon his/her oral or written request to do so to the Human Resources Director. If the employee believes there is material in that file which is incorrect or derogatory he/she shall be entitled to prepare in writing his/her explanation or opinion regarding the particular material, and this shall be included as a permanent part of the file. No material reflecting critically or adversely on an employee will be placed in the employee's personnel file until the employee has received a copy. The employee shall initial a copy to signify receipt, but in no event will initialing a copy be construed as agreement with the content of the document. In the event the employee refuses to initial the copy, the employer may so note and enter it in the personnel file.

Any material placed in an employee's personnel file will be entered within thirty (30) days of the occurrence giving rise to the entry, or thirty (30) days after the occurrence comes to the attention of the Public Works Director, the supervisor or the Human Resources Director, whichever is later.

Letters of reprimand involving items of a routine disciplinary nature shall be purged from the personnel file and supervisory file after two (2) years, unless the reprimand specifies an earlier period, provided that no disciplinary actions, similar in nature have occurred. All other Disciplinary Notices shall be purged from the personnel file after three (3) years, unless the notice specifies an earlier period. Such purged files shall not be used against the employee in subsequent discipline. Requests to purge such information must be made in writing by the employee to the HR Director.

All regular employees' work performance shall be formally evaluated by the supervisor within six (6) months of commencing work and annually thereafter from the date of hire. Such evaluation shall be consistent with County Policy 2.12 and shall be for the purpose of improving productivity and maintaining accountability by identifying strengths and areas of potential growth or needed improvement, if any.

Section 17.6 Commercial Driver's License

The County agrees to schedule and pay for the costs associated for a medical examination required for Commercial Driver's License renewals for post probationary employees, if such license is required by the Public Works Director for the job assignment.

Employees that wish to schedule their own test will be reimbursed, every two (2) years, at a rate equal to the County's contracted amount for that year.

Section 17.7 Liability Insurance

The County agrees to adequately insure all employees in the bargaining unit against claims by third (3rd) persons for personal injury or property damage resulting from the performance of an employee, including the use or operation of vehicles or equipment of the County, while engaged in the regular course of assigned duties.

Section 17.8 Visits by Union Representatives

Representatives of the Union, upon reasonable and proper introduction, shall have reasonable access to County premises to conduct Union business. The Union agrees that there shall be no interruptions of the normal work of the affected employees, and to be responsible for the actions and conduct of its accredited representatives.

Section 17.9 New Employee Orientations

A Union representative shall be allowed to meet with the employee for thirty (30) minutes on paid time to give the employee information about the Union, membership, and to answer any questions.

Section 17.10 Captions

The use of section or paragraph headings throughout this Agreement is intended for easy reference only and shall not be construed to enlarge on, limit, diminish, or in any way modify the terms or conditions thereof.

Section 17.11 Retiree Notice

The Employer will send a monthly report to the Union of the names of individuals who have retired the previous month.

Section 17.12 Lost Time for Union Business

Time Off for Union Activities: Union-designated employees may be allowed time off without pay to attend union-sponsored meetings, training sessions, conferences, and conventions. The employees' time off will not interfere with the operating needs of the employer. The employees may use accumulated compensatory time, personal holiday, or vacation leave instead

of leave without pay. However, employees must use compensatory time prior to their use of vacation leave, unless the use would result in the loss of their vacation leave.

Temporary Employment with the Union: Upon request of the Union and subject to the operating needs of the County, the County will grant leave with pay for temporary employment with the Union. The Union will give the County at least thirty (30) calendar day's prior notice, unless otherwise agreed. The Union will reimburse the County for the "fully burdened costs of the positions" the County incurs as a result of placing the employee on leave with pay during the period of absence. The Union will reimburse the County each month for the previous month, upon receipt of an itemized summary of the costs to be charged to the union. For purposes of this provision, "fully burdened costs of the positions" means the cost of wages, benefits, workers' compensation insurance, and other administrative costs not to exceed 5% of the employee's total salary. Such leaves shall not exceed 30 days, unless mutually agreed upon by the County and the Union.

Indemnification: The Union will defend, indemnify and hold harmless the County for any and all costs including attorney's fees, damages, settlements, or judgments, or other costs, obligations, or liabilities the County incurs as a result of any demands, claims, or lawsuits filed against the Employer arising out of or in relation to actions taken by the employee on behalf of the union during the period of absence.

Return Rights □ The employee will have the right to return to the same position. The period of leave will not impact the employee's seniority date.

Section 17.13 Existing Conditions

During the course of negotiations which resulted in this Agreement the subject of previously-existing practices was raised and discussed. As a result of those discussions, the following practices will be continued:

- (a) Portal to portal pay (shop to shop);
- (b) Clean-up time of fifteen (15) minutes at the end of each shift;
- (c) Time off not to exceed one (1) day to attend to funeral of current or retired Public Works Department employees, will be charged to sick or vacation time at the employees option.
- (d) Mileage reimbursement at the current County rate when required to use personal car on County business;
- (e) Protective clothing shall be provided by the County for shop, maintenance and survey crew as the operations may require. Those items shall be: gloves, coveralls, rubber boots, overshoes, hard hats, and ear/eye protection (non-prescription).

Section 17.14 Entire Agreement

This Agreement constitutes the sole and entire existing Agreement between the parties and completely and correctly expresses all of the rights and obligations of the parties. The County and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter which was or might have been raised in bargaining but which is not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE 18 - SAVINGS CLAUSE AND FUNDING

Section 18.1 Savings Clause

Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof, directly specified in this decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole shall continue without interruption for the term thereof.

Section 18.2 Funding

The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. All such wages and benefits are there for contingent upon sources of revenue and annual budget approval. The County has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget requests pursuant to established budget procedure. This Section 18.2 and County action hereunder shall not be subject to Article 5.

ARTICLE 19 - TERM AND TERMINATION

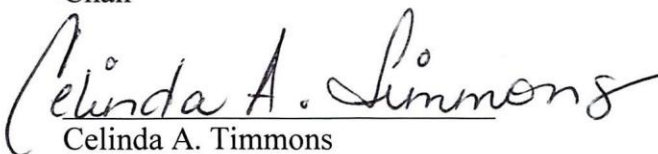
This Agreement shall be effective as of July 1, 2024, and shall, remain in full force and effect until June 30, 2027. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than sixty (60) days prior to the expiration of the subsequent anniversary date that it wishes to modify this Agreement for any reason. In the event such notice is given, negotiations shall begin no later than thirty (30) days after said notice. This Agreement as amended shall remain in full force and effect during the period of negotiation.

Dated as of last signature this ____ day of ____, 2024

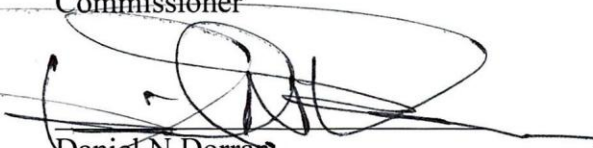

Jill Lentz
Bargaining Team Member


John M. Shafer
Chair


Bryan Zimmerman
Bargaining Team Member


Celinda A. Timmons
Commissioner


Kztd!;fl
Bargaining Team Member


Daniel N Dorrar
Commissioner


Darren Holden
Council Representative

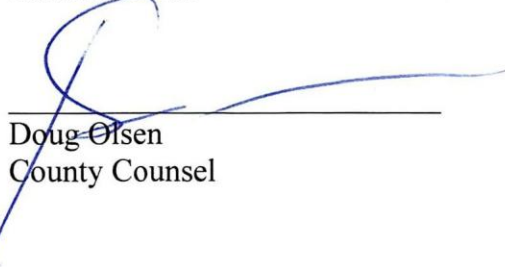

Doug Olsen
County Counsel

EXHIBIT "A" - WAGE SCHEDULES

Section 1 - Effective July 01, 2024, all employees shall receive a salary increase of four percent (4%).

Section 2 - Effective July 01, 2025, all employees shall receive a salary increase four percent (4%).

Section 3 - Effective July 01, 2026, all employees shall receive a salary increase of four percent (4%).

Section 4 - For calculation purposes, COLA increases will be applied to step 1 of each classification subsequent steps shall be calculated at 5% between each step.

Section 5 - The Union and the County agree that if ever, by any means, the employer is prohibited from "picking-up" PERS, the contribution that amount (6%) shall immediately be converted to salary and employees will self-pay their PERS.

EXHIBIT B

PERSONAL PROTECTIVE EQUIPMENT (PPE) POLICY

Work Attire

All employees engaged in or entering any field operation involving maintenance, construction, design, surveying, inspections, etc. (on or off county and state right-of-ways) must dress appropriately for the climatic conditions and temperatures they must work in. Proper work attire is required and considered a condition of employment.

Requirements:

- Shirts with unaltered sleeves that are 6 inches or longer from the seam. See through clothing is prohibited.
- Full length trousers. Sweatpants, shorts, and capris are prohibited.
- Work shoes must be of above the ankle design and have good tread to help prevent slips, trips and falls. Athletic footwear, such as sneakers and tennis shoes, are prohibited.

Recommendations:

- Light-weight, light-colored, cotton or cotton-blend shirts when working in intense sun and extreme heat.
- When working in severe cold, wind, rain, sleet, or snow.
- Dress in layers.
- Wear wool or wool blend clothing.
- Wear a skull cap, gloves, and glove liners.

Personal Protective Equipment= PPE

Umatilla County believes that safety of our staff and the public is the highest priority. In an effort to reduce risk Umatilla County will provide personal protective equipment (PPE) to our employees exposed to occupational hazards.

The use of proper PPE is required and considered a condition of employment. Employees are required to come to work with proper Umatilla County approved PPE daily. Supervisors are responsible for ensuring that all employees under their supervision are issued, instructed on, and properly using all required PPE at all times.

PPE - HIGH VISIBILITY APPAREL

If you work in street or highway right-of-way and you are exposed to traffic or construction equipment, you must wear a highly visible upper-body garment in accordance with High visibility garments (437-002-0134(7) or 437-003-0134(7), the requirements are identical.

General Requirements All employees engaged in or entering any field operation involving maintenance, construction, design, surveying, weed spraying, inspections, etc. (on or off county and state right-of-way), or exposed to moving vehicles and equipment, are required to wear high visibility apparel to provide conspicuity, as follows:

- During daylight hours, an ANSI Class 2 garment is required.
- During hours of darkness, an ANSI Class 3 garment is required.
- While performing flagging duties, both the ANSI Class 3 vest and the ANSI Class E chaps are required.

Umatilla County will issue vests meeting ANSI Class 2 requirements.

While performing flagging duties, both the ANSI Class 3 vest and the ANSI Class E chaps will be provided.

Vest with sleeves meeting the ANSI Performance Class 3 requirements will be provided upon request.

Umatilla County will also provide a hard hat, gloves and protective eyewear.

Employees will be required to come to work properly dressed in their PPE daily and ready to perform their duties. Employees failing to report to work wearing proper provided PPE will result in discipline up to and including termination.

AFSCME SALARY SCHEDULE 24-25
PUBLIC WORKS DEPARTMENT
EFFECTIVE 7-1-24

*5% btwn stps

4% COLA

	Hire Rate Step 1 Starting Wage	After 6 mths Step 2	1 to 3 years Step 3	4 to 6 years Step 4	7 to 9 years Step 5
		After 6 mths			
1-OFFICE ASSISTANT III	\$3,255.00 \$39,060.00 \$18.78	\$3,418.00 \$41,016.00 \$19.72	\$3,589.00 \$43,068.00 \$20.71	\$3,768.00 \$45,216.00 \$21.74	\$3,956.00 \$47,472.00 \$22.82
5-ADMINISTRATIVE AIDE	\$3,411.00 \$40,932.00 \$19.68	\$3,582.00 \$42,984.00 \$20.67	\$3,761.00 \$45,132.00 \$21.70	\$3,949.00 \$47,388.00 \$22.78	\$4,146.00 \$49,752.00 \$23.92
10-SURVEY CLERK/PUBLIC WORKS CLERK	\$3,903.00 \$46,836.00 \$22.52	\$4,098.00 \$49,176.00 \$23.64	\$4,303.00 \$51,636.00 \$24.83	\$4,518.00 \$54,216.00 \$26.07	\$4,744.00 \$56,928.00 \$27.37
15-SURVEYING TECH	\$5,002.00 \$60,024.00 \$28.86	\$5,252.00 \$63,024.00 \$30.30	\$5,515.00 \$66,180.00 \$31.82	\$5,791.00 \$69,492.00 \$33.41	\$6,081.00 \$72,972.00 \$35.08
20-WEED TECHNICIAN	\$5,002.00 \$60,024.00 \$28.86	\$5,252.00 \$63,024.00 \$30.30	\$5,515.00 \$66,180.00 \$31.82	\$5,791.00 \$69,492.00 \$33.41	\$6,081.00 \$72,972.00 \$35.08
25-MAINTENANCE I	\$4,757.00 \$57,084.00 \$27.44	\$4,995.00 \$59,940.00 \$28.82	\$5,245.00 \$62,940.00 \$30.26	\$5,507.00 \$66,084.00 \$31.77	\$5,782.00 \$69,384.00 \$33.36
30-MAINTENANCE II	\$5,002.00 \$60,024.00 \$28.86	\$5,252.00 \$63,024.00 \$30.30	\$5,515.00 \$66,180.00 \$31.82	\$5,791.00 \$69,492.00 \$33.41	\$6,081.00 \$72,972.00 \$35.08
32-CRUSHER CREW	\$5,100.00 \$61,200.00 \$29.42	\$5,355.00 \$64,260.00 \$30.89	\$5,623.00 \$67,476.00 \$32.44	\$5,904.00 \$70,848.00 \$34.06	\$6,199.00 \$74,388.00 \$35.76
35-MAINTENANCE III	\$5,223.00 \$62,676.00 \$30.13	\$5,484.00 \$65,808.00 \$31.64	\$5,758.00 \$69,096.00 \$33.22	\$6,046.00 \$72,552.00 \$34.88	\$6,348.00 \$76,176.00 \$36.62
40-MECHANIC I	\$5,002.00 \$60,024.00 \$28.86	\$5,252.00 \$63,024.00 \$30.30	\$5,515.00 \$66,180.00 \$31.82	\$5,791.00 \$69,492.00 \$33.41	\$6,081.00 \$72,972.00 \$35.08
45-MECHANIC II	\$5,246.00 \$62,952.00 \$30.27	\$5,508.00 \$66,096.00 \$31.78	\$5,783.00 \$69,396.00 \$33.36	\$6,072.00 \$72,864.00 \$35.03	\$6,376.00 \$76,512.00 \$36.78
50-LEAD PERSON	\$5,359.00 \$64,308.00 \$30.92	\$5,627.00 \$67,524.00 \$32.46	\$5,908.00 \$70,896.00 \$34.08	\$6,203.00 \$74,436.00 \$35.79	\$6,513.00 \$78,156.00 \$37.58
60-Harris Park Manager	\$5,365.00 \$64,380.00 \$30.95	\$5,633.00 \$67,596.00 \$32.50	\$5,915.00 \$70,980.00 \$34.13	\$6,211.00 \$74,532.00 \$35.83	\$6,522.00 \$78,264.00 \$37.63

**Policy 335 attachment - New
Position Reclass Position Form.pdf**



NEW POSITION/POSITION RECLASSIFICATION REQUEST
FISCAL YEAR _____ FOR JULY 1, _____ EFFECTIVE
DUE SEPTEMBER 30, _____
Use one sheet per request

Director: _____ **Department:** _____

Position Title: _____ **Position will report to:** _____

Proposed Salary Range: _____ **Current Salary Range:** _____

Number of current open positions within the Department: _____

Current number of FTE within the Department/Division: _____

Justification for position:

Efficiencies created:

Funding for position:

Benchmarks for identification of success:

Identified alternatives for success and efficiency if position not funded or approved:

If multiple requests, please prioritize this request. Prioritization is _____ of _____ requests.

Thank you for submitting this request. Please note there is no guarantee requests will be approved.

Submit completed request to: Liaison Commissioner, County Counsel, HR Director, and CFO

Policy 303 Drug and Alcohol Protocol.pdf

UMATILLA COUNTY
DRUG AND ALCOHOL PROTOCOL



UMATILLA COUNTY
est. 1862

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Umatilla County, Oregon

DRUG AND ALCOHOL PROTOCOL

I. STATEMENT OF POLICY

A. Purpose and Goals.

UMATILLA COUNTY and two of its Labor Unions has determined that alcohol abuse and illicit drug use pose specific dangers to the safety and welfare of the UMATILLA COUNTY and the nation. It is therefore the policy of UMATILLA COUNTY, under the guidelines of the United States Department of Transportation, that our employees be free from the influence of drugs and alcohol in the performance of their duties.

In order to achieve the goal of ensuring a drug and alcohol-free institution, as well as to comply the regulations of the Department of Transportation, UMATILLA COUNTY has developed and is implementing an alcohol and controlled substance program designed to help prevent accidents and injuries resulting from the misuse of alcohol and controlled substances by employees covered by the United States Department of Transportation, and its other officials and employees within UMATILLA COUNTY. While it is difficult to estimate the precise cost to society from alcohol misuse, there is no doubt that the cost is enormous. The potential effects of alcohol misuse are substantial in terms of lives, love, personal injuries, property damage, business losses (lost productivity, absenteeism, increased health care costs, etc.), and environmental damage. Implementation of this program will also help to discourage substance abuse, reduce absenteeism, accidents, health care costs and other drug-related problems, and operate as a deterrent to those individuals who might be tempted to try drugs for the first time or who currently use drugs. Finally, we believe that this program will enhance the safety and health of our employees and the Nation by fostering the early identification and referral for treatment of workers with drug or alcohol abuse problems. We recognize that our employees are our most valuable asset, and this program will serve to help provide a safe workplace.

UMATILLA COUNTY's drug and alcohol testing program is designed to create a drug and alcohol-free workplace and to provide help to those employees who may be suffering from problems with chemical dependency. The program has therefore been developed in compliance with federal regulations in a manner which ensures accurate and reliable test results, thereby eliminating the possibility of any "false positives". It also contains procedures designed to recognize and respect the dignity and privacy of all of our employees. We have also established an appropriate referral, evaluation and treatment program designed to help those individuals who desire to obtain help in the treatment of alcohol and drug dependency.

B. Employment terms.

Neither the implementation of this policy nor any of its terms is intended to modify the "at-will" nature of the employment relationship of UMATILLA COUNTY, its Union Agreements, or to otherwise create any contract, expressed or implied with any employee. Employment at UMATILLA COUNTY is considered "at-will", meaning that it is for no set duration and can be terminated by UMATILLA COUNTY or the employee at any time, for any reason, unless prohibited by statute or public policy, or as otherwise specified in its Union Agreements.

II. SCOPE

A. Employees Subject to Testing.

"D.O.T. Employee" means a person who performs a safety-sensitive function as defined by 49 CFR 40 and Part 382 implemented by the Department of Transportation, hereinafter referred to as "covered functions".

All other employees, whether full-time, part-time or "on-call", come within the employee definition. The requirements of this policy will therefore relate to all employees of UMATILLA COUNTY.

An employee will be considered to be performing a covered function during any period in which he or she is actually performing, ready to perform or immediately available to perform any such function.

All employees who are or may be subjected to the provisions of this policy will be provided with a copy of the policy prior to its implementation and/or at the time they are hired. UMATILLA COUNTY will also make copies available to its employees upon request.

B. Alcohol.

For purposes of this policy, "alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol. "Alcohol use" means the consumption of any beverage, mixture or preparation, including any medication which contains alcohol. "Alcohol concentration" (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an alcohol breath test.

C. Controlled Substances.

Although this policy prohibits the use of any controlled substance not lawfully prescribed by a physician, any drug test required under this policy will analyze an individual's urine to test for the presence of the following substances:

1. marijuana
2. cocaine
3. opiates
4. amphetamines
5. phencyclidine

D. Prescribed Medication.

The employee will be allowed to list on the back of the donor copy of the Urine Custody and Control Form, any prescribed medication that he/she may be taking or may have recently taken. The employee may also be required to identify the physician prescribing the medication and to authorize UMATILLA COUNTY's medical review officer to communicate with that physician about the medication, possible side effects, the condition requiring the taking of the medication, and their relationship to the individual's ability to safely perform his/her job. The employee will have the opportunity to discuss the use of the medication with UMATILLA COUNTY's medical review officer.

In the event it is determined by the medical review officer that an employee is taking or is under the influence of a prescribed medication that will pose a direct threat of harm to the safety and health of the employee, his/her co-workers and/or the general public, the employee will be placed on a medical leave

of absence until the condition requiring the taking of the medication is resolved and the employee is no longer taking the medication.

III. QUALIFICATIONS FOR EMPLOYMENT

A. Prohibited Conduct.

1. Controlled Substances.

UMATILLA COUNTY's policy and 49 CFR Parts 40, Part 382, (pertaining to D.O.T. covered employees), prohibit UMATILLA COUNTY from allowing the continued duty of any employee who refuses to submit to or has a confirmed positive test in any drug test required under this policy.

2. Alcohol.

UMATILLA COUNTY's policy and 49 CFR Part 382 prohibit the following conduct as it specifically relates to the use of alcohol:

1. Use while performing safety-sensitive (covered) functions (D.O.T.) or while on County duty (all).
2. Use during the 4 hours before performing covered functions.
3. Reporting for duty or remaining on duty to perform covered functions with an alcohol concentration of 0.04 or greater.
4. Possession of alcohol, unless the alcohol is manifested and transported as part of a shipment. This includes the possession of medicines containing alcohol (prescription or over the counter), unless the packaging seal is unbroken.
5. Use during 8 hours following an accident, or until he/she undergoes a post-accident test (D.O.T.).
6. Refusal to take a required test, or UMATILLA COUNTY has determined that the employee's performance could not have contributed to the accident.

In the event that UMATILLA COUNTY has actual knowledge that an employee has violated any of the above prohibitions, it will prohibit him/her from performing or continuing to perform covered functions.

B. Removal from Service.

1. Controlled Substance.

Any employee who tests positive in or refuses to submit to any drug test required under this policy will be immediately removed from covered service with UMATILLA COUNTY and will not be eligible for further employment until the employee:

- a: Passes a return to work drug test: and
- b: Has been recommended for return to work by the medical review officer.

This disqualification will be in addition to any discipline that may also be required under this policy as outlined in Section XII.

Any employee who seeks a return to work following a prior positive drug test result will also be subject to a schedule of unannounced testing, as determined by UMATILLA COUNTY and its medical review officer (MRO), for a period of up to 60 months following the employee's return to

work. A positive result in a return to work or any subsequent follow-up or other drug test will result in discharge and will disqualify the employee from future employment with UMATILLA COUNTY.

2. Alcohol.

An employee who has engaged in any prohibited conduct in regard to the use of alcohol will not be permitted to perform any covered function unless that employee has been certified as fit to return to work in accordance with Section XI of this policy. The employee may also be subject to any discipline required by UMATILLA COUNTY, as outlined in Section XII of this policy.

Any covered employee found to have an alcohol concentration of 0.02 or greater, but less than 0.04 in any alcohol test required under this policy, will be disqualified from performing or continuing to perform any covered functions until the 24 hours have elapsed, and has had a breath alcohol test with a result of less than 0.02. No further disciplinary action will be taken against an employee based upon test results showing an alcohol concentration of less than 0.04.

IV. TESTING CIRCUMSTANCES

A. Notice of Testing Circumstances.

Before performing any drug or alcohol test under this policy, UMATILLA COUNTY will notify an employee that the test is being required pursuant to this policy and, if applicable, D.O.T. regulations. UMATILLA COUNTY will not represent that any requested test is required by federal regulations if, in fact, the individual to be tested is not subject to those regulations.

B. Pre-Employment/Pre-Duty (Drug)

No applicant will be hired unless he/she passes a drug test or is covered by an anti-drug program which conforms to Department of Transportation Rule CFR Part 382. All applicants will be notified at the time they complete a job application that they will be required to submit to a drug test if they are considered otherwise qualified for employment and that they will be subject to the terms and conditions of this policy if they are subsequently hired.

C. Post-Accident (Drug/Alcohol)

Any employee or supervisor involved in an accident will be required to submit to an alcohol and drug test as soon as is practicable following the accident if that employee's performance of a covered function either contributed to the accident or cannot be completely discounted as a contributing factor. Any required drug test must be completed within 32 hours and every effort must be made to conduct any required alcohol test within two hours. If an employee is injured, unconscious or otherwise unable to evidence consent to the drug test, all reasonable steps must be taken to obtain a urine sample. UMATILLA COUNTY may decide not to conduct a post-accident alcohol or drug test, if the best information available at the time of the determination indicate that the employee's performance could not have contributed to the accident, or that because of the time between that performance and the accident, it is not likely that a drug test would reveal whether the performance was affected by drug use.

For purposes of this policy, an accident means an occurrence involving a commercial motor vehicle operating on a public road which results in:

- 1) A fatality;
- 2) Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
- 3) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

The term accident does not include:

- 1) An occurrence involving only boarding and alighting from a stationary motor vehicle; or
- 2) An occurrence involving only the loading or unloading of cargo; or
- 3) An occurrence in the course of operation of a passenger car or a multipurpose passenger vehicle by a motor carrier and is not transporting passengers for hire or hazardous materials of a type and quantity that require the motor vehicle to be marked or placarded in accordance with existing federal regulations.

Employees are prohibited from using alcohol for eight hours following any accident unless he/she has submitted to the required post-accident alcohol test or UMATILLA COUNTY determines the employee's performance could not have contributed to the accident. Any employee involved in an accident must therefore remain readily available for testing, including notifying UMATILLA COUNTY or its representative of his/her location if he/she leaves the scene of the accident and will be considered to have refused to submit to testing if he/she fails to do so. This requirement will not, however, require an employee to delay any necessary medical attention for injured people following an accident or to remain at the scene of an accident when his/her absence is necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

In the event an alcohol test is not administered within two hours following an accident, UMATILLA COUNTY will prepare and maintain a record stating the reasons why the test was not promptly administered. If an alcohol test is not administered within eight hours following an accident, UMATILLA COUNTY will make no further effort to administer an alcohol test and will document the reasons why the test was not administered within eight hours.

D. Random (Drug)

UMATILLA COUNTY will administer every twelve months, a number of unannounced, random drug tests at a rate equal to 50% of its D.O.T. covered employees. Employees not subject to the requirements of 49 CFR Part 382 will be tested at a ____% rate. Employees will be selected for random testing by an anonymous, objective selection criterion (e.g. a computer-based random number generator or a random number table matched with an employee's social security number or payroll identification number) and all employees will have an equal chance of being selected. Any employee selected for a random test will be subject to additional tests in the future if he/she is again selected.

UMATILLA COUNTY will conduct any random drug tests required under this policy over a reasonable period of time throughout the course of the year. For purposes of complying with this section, random tests will be performed on a monthly basis. For purposes of selecting any employee to submit to a random drug test, UMATILLA COUNTY will utilize a computer-generated random number program used by UMATILLA COUNTY's Medical Review Officer. Any employee selected to undergo a random drug test will be required to submit to the test within thirty minutes (plus travel time) after receiving notification of his/her selection for the test.

Random (Alcohol)

The process as noted above is the same for random alcohol testing, except that the testing rate is 25% over a twelve-month period of time, for employees who are subject to the requirements of 49 CFR Part 382.

E. Reasonable Suspicion/Cause (Drug/Alcohol)

Whenever UMATILLA COUNTY has reasonable suspicion/cause to believe that an employee has engaged in any conduct prohibited by this policy, it will require him/her to submit to an alcohol/or drug test. However, any such suspicion will be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee.

The required observations for an alcohol test will only be made by a supervisor who has received appropriate training in detecting the symptoms of alcohol misuse and the person who makes that determination will not be permitted to conduct the alcohol test on that employee. The required for a drug test will be made by at least two of UMATILLA COUNTY's supervisors, at least one of whom is trained in detection of possible symptoms of drug use. Both will substantiate and concur in the decision to test the employee for drugs and their concurrence may be by telephone.

Whenever a reasonable suspicion drug or alcohol test is required, the individual(s) making the determination will be required to complete, date and sign a written report describing the employee's condition. Copies of this report will be made available to the employee upon request. In such cases, the employee's immediate supervisor may, in a confidential manner, order the employee to submit to a substance abuse or alcohol test.

Third party reports that an employee is impaired in his duties due to the use of prohibited drugs will not constitute reasonable cause, but may be cause for further observation of the employee.

A reasonable suspicion alcohol test will only be required if the reasonable suspicion observations are made during, just before or just after the period of the work day that the employee (within 30 minutes) is required to be in compliance with this policy; that is just before, during or immediately after the performance of a safety-sensitive duty.

If a reasonable suspicion alcohol test is not administered within two hours following the reasonable suspicion determination, UMATILLA COUNTY will document the reasons why the test was not promptly administered. If the test is not administered within eight hours following the reasonable determination, UMATILLA COUNTY will no longer attempt to administer an alcohol test and will document the reasons for its inability to do so. Records will be submitted to the Department of Transportation upon request of the administrator.

Notwithstanding the above testing requirements, a covered employee may not report for duty or remain on duty requiring the performance of covered functions if that employee is under the influence or impaired by alcohol, as shown by behavioral, speech and performance indicators of alcohol misuse. Any such employee will not be allowed to perform or continue to perform a safety sensitive function until:

1. The employee undergoes an alcohol test yielding an alcohol concentration level of less than 0.02 or
2. The start of the employee's next regularly scheduled duty period, but not less than 24 hours have elapsed following the reasonable suspicion determination.

UMATILLA COUNTY will not take any disciplinary action against an employee based solely upon observations of the employee's behavior and appearance with respect to alcohol use, in the absence of an alcohol test.

In any reasonable suspicion testing circumstance, a UMATILLA COUNTY representative will transport the individual to an appropriate collection facility and await the completion of the collection procedure. The UMATILLA COUNTY representative will then transport the individual back to UMATILLA COUNTY's premises, where a spouse, family member or other individual will be contacted to transport the individual home. In the event no such individual is available, UMATILLA COUNTY will contact a taxi to transport the employee home. If the reasonable suspicion test result is negative, UMATILLA COUNTY will reimburse the employee for the cost of the taxi. If the employee refuses to comply with any of these procedures and attempts to operate his/her own vehicle, UMATILLA COUNTY will take appropriate efforts to discourage him/her from doing so up to and including contacting local law enforcement officials. Any employee failing to cooperate with any of the above procedures will be subject to discipline in accordance with the Collective Bargaining Agreement.

F. Return to Duty (Drug/Alcohol)

Before a covered employee who has engaged in any prohibited conduct will be allowed to return to duty or to perform a covered function, he/she will be required to undergo return to duty alcohol or controlled substance tests, with results indicating an alcohol concentration of less than 0.02 and/or a verified negative for controlled substance use, respectively.

G. Follow-Up (Drug/Alcohol)

Any employee determined by a substance abuse professional or MRO to be in need of assistance in resolving problems associated with alcohol misuse and/or controlled substance use will be subject to additional unannounced follow-up testing for alcohol and/or controlled substances as directed by the SAP or MRO. However, any recommended follow-up testing for alcohol will only be required just before, during or after the employee has performed a covered function. This will be in accordance with the County's Drug Policy and the Collective Bargaining Agreement.

H. Retesting (Alcohol)

After an employee is administered an alcohol test that produces an alcohol concentration of 0.02 or greater, but less than 0.04, he/she will not be permitted to perform a covered function within 24 hours of a test result.

I. Refusal to Submit (Drug/Alcohol)

Any employee who refuses to submit to any alcohol or drug test will be prohibited from performing or continuing to perform a covered function and may be subject to discipline in accordance with the Collective Bargaining Agreement and as outlined in Section XII of this policy. "Refusal to Submit" to an alcohol or drug test includes:

1. Failing to provide adequate breath for testing without a valid medical explanation after an employee has received notice of a required breath test;
2. Failing to provide adequate urine for controlled substance testing without a valid medical explanation after an employee has received notice of a required urine test;

3. Engaging in conduct that clearly obstructs the testing process, including the failure or refusal to sign any document or form required under this policy or by any party authorized to carry out testing under this policy; and
4. Engaging in any conduct that creates reason to believe that a urine specimen has been altered, substituted or adulterated for the purpose of affecting the validity or accuracy of a controlled substance test result.

V. ALCOHOL TESTING METHODOLOGY

A. The Breath Alcohol Technician.

All alcohol testing required under this policy will be carried out by a breath alcohol technician (BAT) trained to proficiency in the operation of the evidential breath testing device (EBT) being used by UMATILLA COUNTY for alcohol testing and in the alcohol testing procedures described herein.

The BAT will be required to successfully complete a course of instruction that will provide training in the principles of EBT methodology, operation and calibration checks: the fundamentals of breath analysis for alcohol content; and the procedures required in 49 CFR Part 40 for obtaining a breath sample and interpreting the test results. This will be accomplished through a course of instruction that meets the standards of the National Traffic Safety Administration (NHTS) model course and documents that the BAT has demonstrated competence in the operation of the specific EBT being used by UMATILLA COUNTY. The BAT will receive additional training, as needed, to ensure proficiency concerning any new or additional devices or changes in technology that UMATILLA COUNTY may use. UMATILLA COUNTY will document the training and proficiency testing of each BAT being used to test employees and retain records regarding the same for a minimum of two (2) years.

In addition, any BAT who will be performing external calibration checks of an EBT will be trained to proficiency in conducting the check on the particular model of EBT, which will include practical experience and demonstrated competence in preparing the breath alcohol standard and in the maintenance and calibration of the EBT.

The supervisor of an employee requested to submit to an alcohol test will not act as the BAT for that employee, unless no other BAT is available to perform the test in a timely manner. Under no circumstances will a supervisor serve as a BAT for an employee when that supervisor has made the determination that reasonable suspicion exists to require an alcohol test.

Law enforcement officers who have been certified by state or local governments to conduct breath alcohol testing will be considered qualified as BATs under this policy. However, in order for a test conducted by such an officer to be accepted under this policy, that officer must have been certified by a state or local government to use the EBT that was used for the test.

B. Alcohol Testing Devices.

Any alcohol test required by this policy will be conducted through the use of an EBT approved by the NHTSA for the evidential testing of breath and listed in its "Conforming Products List of Evidential Breath Measurement Devices", and identified on the CPL as conforming with the model specifications available from the NHTSA Office of Alcohol and State Programs. Any EBT used for alcohol testing under this policy will be stored in a secure place when not in use at a testing site.

For Initial Screen Devices Not Capable of Printing Results:

A log book will be maintained for each individual EBT. This log book will be used to record every test conducted on the device and will not be used in conjunction with any other device. The log book will include columns for the test number, date of the test, name of the BAT, location of the test, result displayed on the EBT, and initials of the employee taking each test, and be maintained for two years. For the purpose of both screening and confirmatory breath tests, UMATILLA COUNTY will use an EBT that is capable of providing, independently or directly linked to a separate printer, a printed result of each breath test in triplicate (or three consecutive identical copies). The device will be capable of assigning a unique and sequential number to each completed test, with the number capable of being read by the BAT and the employee before each test and being printed out on each copy of the result, along with the name of the manufacturer, the serial number and the time of the test. The EBT will also be able to distinguish alcohol from acetone at the 0.02 alcohol concentration level and be capable of testing an air blank prior to each collection of breath and performing an external calibration check.

C. Quality Assurance Plan.

In order to be used for any alcohol testing under this policy, the EBT must have a quality assurance plan (QAP) developed by the manufacturer which:

1. Designates the method to be used to perform external calibration checks on the device, using only calibration devices on the NHTSA "Conforming Products List of Calibrating Units of Breath Alcohol tests";
2. Specifies the minimum intervals for performing external calibration checks of the device, listing intervals for different frequencies of use, environmental conditions (e.g., temperature, altitude, humidity) and contexts of operation (e.g., stationary or mobile use);
3. Specifies the tolerances on an external calibration check within which the EBT is regarded to be improper calibration;
4. Specifies inspection, maintenance, calibration check requirements and intervals for the device; and
5. Has been submitted to and approved by the NHTSA.

UMATILLA COUNTY or its designated agent will take the following action to comply with QAP for each EBT it uses for alcohol testing under this policy. These actions will be documented and maintained for a minimum of two years.

1. Ensure that external calibration checks of each EBT are performed as provided in the QAP.
2. Take an EBT out of service if any external calibration check results in a reading outside of the tolerances for the EBT established in the QAP. The EBT will not be used again for alcohol testing under this policy until it has been serviced and has had an external calibration check resulting in a reading within the appropriate tolerances for the EBT.
3. Ensure that inspection, maintenance and calibration of each EBT are performed by the manufacturer, a certified maintenance representative of the same, or an appropriate state agency.
4. Ensure that each BAT or other individual who performs an external calibration check of an EBT used for testing under this policy has demonstrated proficiency in conducting such a check on the model of the EBT in question.
5. Maintain records of the inspection and maintenance of each of its EBTs for two years and the calibration and the external calibration checks of each of its EBTs for five years.

D. The Alcohol testing Site.

UMATILLA COUNTY will use an alcohol testing site that affords visual and aural privacy to the individual being tested to prevent unauthorized persons from seeing or hearing test results. The site will have available all the necessary equipment, personnel and materials for breath testing, and may include the use of a mobile collection facility. The alcohol testing site will be secure and no unauthorized persons will be permitted access to it at any time when testing is being conducted or when the EBT remains unsecured.

A BAT will supervise only one employee's use of the EBT at a time and will not leave the alcohol testing site while the preparations for testing and testing of a given employee are in progress.

E. The Breath Alcohol Testing Form.

UMATILLA COUNTY will use a Breath Alcohol Testing Form prescribed by the Department of Transportation. This form will not be modified or revised, except that a form directly generated by an EBT may omit the space for affixing a separate printed result to the form.

VI. ALCOHOL TESTING PROCEDURES.

A. Preparation for Testing.

Any employee required to submit to an alcohol test under this policy will be required to provide positive identification (e.g., through use of a photo I.D. card or identification by an employer representative) to the BAT upon entry to the testing site. The employee may also request the BAT to provide positive identification to him/her. The BAT will then explain the testing procedure to the employee and complete, date and sign the Breath Alcohol testing Form along with the employee. Except as otherwise provided, any refusal by an employee to sign the required certification will be considered a refusal to submit to the test.

B. Administration of The Initial Test.

Once the BAT and the employee have completed the necessary paperwork, the BAT will open an individually sealed mouthpiece in view of the employee and attach it to the EBT in accordance with the manufacturer's instructions. The BAT will then instruct the employee to blow forcefully into the mouthpiece for at least 6 seconds or until the EBT indicates that an adequate amount of breath has been obtained.

For Initial Screening Devices That Do Not Print Results

The BAT and the employee will take the following steps:

1. The BAT will ensure, before the screening test is administered for each employee, that he or she and the employee read the sequential test number displayed by the EBT.
2. The BAT will show the employee the result displayed on the EBT and record the displayed result, test number, testing device, serial number of the testing device, time and quantified result in Step 3 of the Breath Alcohol Testing Form.
3. The BAT will record the test number, date of the test, location and quantified test result in the log book, which must be initialed by the employee.

EBTs which provide a printed result, but do not print the results on the form:

The BAT will show the employee the results displayed on the EBT and affix the test result printout to the Breath Alcohol Test Form in the designated space, using a method that will provide clear evidence of removal (e.g., tamper evident tape).

EBTs which print the result directly onto the form.

The BAT will show the employee the result displayed on the EBT.

If the result of the initial screen is an alcohol concentration of less than 0.02 no further testing will be required. Both the BAT and the employee will date the Breath Alcohol testing Form and sign the appropriate certification. If the employee does not sign the certification in Step 4. of the form or does not initial the log book entry for a test, it will not be considered a refusal to be tested. In this event, the BAT will then note the employee's failure to sign or initial in the "Remarks" section of the form. The BAT will then transmit the result to UMATILLA COUNTY in a confidential manner and UMATILLA COUNTY will receive and store the information in a confidential manner consistent with this policy.

In the even the result printed by the EBT does not match the displayed result, or if a sequential test number printed by the EBT does not match the number displayed by the EBT prior to the test, the BAT will note the disparity in the "Remarks" section of the Breath Alcohol Testing Form. Both the employee and the BAT will then initial or sign this notation and the test will be considered invalid, with the employer and the employee being advised of the same.

If the result of the screening test is an alcohol concentration of 0.02 or greater, a confirmatory test will be required, as provided below. If the confirmation test is to be conducted by a different BAT, the BAT who conducted the screening test will complete and sign the Breath Alcohol Testing Form and log book entry, and provide the employee with Copy 2 of that form.

C. Administration of The Confirmatory Test.

If a BAT other than the one who conducted the screening test is to conduct the confirmation test, he/she will again obtain positive verification of the employee's identity and, if requested, provide positive identification to the employee. The new BAT will also again explain the testing procedure to the employee.

Subsequent to any initial positive breath alcohol test results, the BAT will instruct the employee not to eat, drink or put any object or substance in his/her mouth and to the extent possible, not to belch during a waiting period before the confirmatory test. This time period will begin with the completion of the initial test and will be not less than 15 minutes nor more than 20 minutes long. The BAT will advise the employee that the reason for this requirement is to prevent any accumulation of mouth alcohol form leading to an artificially high reading and that it is for the employee's own benefit. The BAT will also explain that the test will be conducted at the end of the waiting period, even if the employee has disregarded the instruction. If the BAT becomes aware that the employee has failed to comply with this instruction, he/she will so note in the "Remarks" section of the form.

If a new BAT is to conduct the confirmation test, he/she will initiate a new Breath Alcohol Testing Form, completing Step 1 and requesting the employee to complete and sign Step 2. The new BAT will also note in the "Remarks" section of the form that a different BAT conducted the screening test.

After completion of the waiting period, the breath collection procedures set forth in Section B. above, will again be followed and a new mouthpiece will be used for the confirmation test. However, before

the confirmation test is administered, the BAT will ensure that the EBT registers 0.00 on an air blank. If the result is greater than 0.00, the BAT will conduct one more air blank. If the EBT does not register 0.00 on the second attempt, testing will not proceed using that instrument, but may continue using another EBT. Any EBT taken out of service because of failure to perform an air blank accurately will not be used for testing until a check of external calibration is conducted and the EBT is found to be within tolerance limits. Before the confirmation test is administered, the BAT will also ensure that he/she and the employee read the sequential number displayed by the EBT.

In the event the confirmatory test result differs from the screening test result, the confirmation test result will be deemed to be the final result upon which action under this policy will be based.

EBTs which provide a printed result, but do not print the result directly on the form.

The BAT will show the employee the test result displayed on the EBT and affix the test result printout to the Breath Alcohol test Form in the designated space, using a method that will provide clear evidence of removal (e.g., tamper evident tape).

EBTs which print the result directly onto the form.

The BAT will show the employee the result displayed on the EBT which will be printed directly on the Breath Alcohol testing Form.

Following completion of the confirmatory test, the BAT and the employee will both date and sign the Breath Alcohol Testing Form in the appropriate manner. If the employee does not sign the certification in Step 4. of the form, it will not be considered a refusal to be tested. In this event, the BAT will note the employee's failure to sign in the "Remarks" section.

If a test result printed by the EBT does not match the displayed result, or if a sequential test number printed by the EBT does not match the number displayed by the EBT prior to the test, the BAT will note this disparity in the "Remarks" section of the form, which will be signed or initialed by both the employee and the BAT. If this occurs, the confirmatory test will be deemed invalid and the employer and the employee so advised.

The BAT will transmit all results in a confidential manner to the individual(s) designated below, who will be responsible for any communications with the BAT concerning alcohol testing and test results and for confidentially receiving and handling alcohol testing results on behalf of UMATILLA COUNTY.

Umatilla County:
Representative: Human Resources Department,
541-278-6205 OR 541-278 6206 OR (541) 278 6207

Transmission of test results to UMATILLA COUNTY's representative may be in writing (the employer copy is Copy 1 of the Breath Alcohol Testing Form), in person, by telephone or by electronic means, but the BAT will ensure that any test results requiring the employer to prevent an employee from performing or continuing to perform a safety sensitive function will be transmitted immediately. If the initial transmission is not in writing, the BAT will follow-up by providing the employer with its copy of the Breath Alcohol Testing Form, which will be treated as a confidential record under the policy.

D. Inability to Provide an Adequate Amount of Breath.

In the event any employer is unable, or claims to be unable to provide an amount of breath sufficient to permit a valid breath test because of a medical condition, the BAT will instruct the employee to attempt to provide an adequate amount of breath. If the employee refuses such an attempt, the BAT will immediately inform UMATILLA COUNTY. If the employee attempts, but again fails to provide an adequate amount of breath, the BAT will immediately record it in the "Remarks" section of the form and immediately inform UMATILLA COUNTY.

If an employee attempts and fails to provide an adequate amount of breath, he/she will be required to obtain, as soon as practical after the failed attempt an evaluation from an approved physician concerning his/her medical ability to provide an adequate amount of breath.

1. If the physician determines, in his/her reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of breath, the employee's failure to provide an adequate amount of breath will not be deemed a refusal to take a test. However, the physician will be required to provide UMATILLA COUNTY with a written statement of the basis for this conclusion.
2. If the physician, in his/her reasonable medical judgment, is unable to make a determination that the employee's conduct was due to a medical condition, the employee's failure to provide an adequate amount of breath will be regarded as a refusal to take a test. The physician will be required to provide UMATILLA COUNTY with a written statement of the basis for this conclusion.

E. Invalid Tests.

A breath test will be deemed invalid under any of the following circumstances:

1. The next external calibration check of the EBT produces a result that differs by more than the tolerance stated in the QAP from the known value of the test standard. In this event, every test result of 0.02 or greater obtained on the device since the last valid external calibration will be invalidated. As a result, external calibration tests will be performed with the following frequency:

Weekly, or daily, depending upon usage of the EBT

Immediately after each positive confirmation test

2. The BAT does not observe the minimum 15 minutes waiting period prior to the confirmatory test;
3. The BAT does not perform an air blank of the EBT before a confirmatory test, or an air blank does not result in a reading of 0.00 prior to the administration of the test.
4. The BAT does not sign the form as required;
5. The BAT fails to note on the "Remarks" section of the form that the employee has failed or refused to sign the form following the printing or attachment of the test result to the form.
6. The EBT fails to print a confirmation test result; or
7. On a confirmation test and where applicable, on a screening test, the sequential test number or alcohol concentration displayed on the EBT is not the same as the sequential test number or alcohol concentration on the printed result.

In the event the employee has been disciplined based upon a test result subsequently deemed invalid in accordance with the above, UMATILLA COUNTY will take the following remedial actions: any

discipline or administrative actions which were solely predicated upon such results will be set aside, and the employee's record cleared of that discipline.

F. Refusal to test and Uncompleted Tests.

In the event an employee refuses to complete and sign the Breath Alcohol Testing Form, refuses to provide an adequate amount of breath, or otherwise fails to cooperate with the testing process in a way that prevents the completion of the test, the BAT will record such conduct in the "Remarks" section of the form, terminate the testing process and promptly notify UMATILLA COUNTY. All employees are expected to exercise good faith and to cooperate during the collection process. Any discipline for such conduct shall be in accordance with the Collective Bargaining Agreement.

If an initial or confirmation test cannot be completed, or if an event occurs that would invalidate the test, the BAT will, if practicable, begin a new initial or confirmation test, as applicable, using a new Breath Alcohol Testing Form with a new sequential test number.

VII. CONTROLLED SUBSTANCES TESTING METHODOLOGY

A. Appropriate Laboratories.

All urine specimens to be tested for the presence for controlled substances must be analyzed by a laboratory certified under the DHHS Guidelines of Federal Workplace Drug Testing Programs. All drug tests required by UMATILLA COUNTY will therefore be shipped to the laboratory selected by the MRO.

B. Initial Screen.

All urine specimens will be initially tested for of controlled substances by an immunoassay screen, which will eliminate negative urine specimens from further consideration. Any positive test result in an initial test will be subjected to confirmation through an additional, more precise and accurate testing methodology.

The cut off levels set forth below will be used for the initial screening of specimens to determine whether they are negative for the following drugs:

1. Marijuana metabolites.....50 ng/ml
2. Cocaine metabolites.....300 ng/ml
3. Opiate metabolites.....300 ng/ml* *(25 ng/ml if specific for free morphine)
4. Phencyclidine.....25 ng/ml
5. Amphetamine.....1,000 ng/ml

C. Confirmatory Tests

Any urine specimen identified as positive on the initial screen will be confirmed by a second analytical procedure independent from the initial screen and which uses a different chemical technique and procedure. The preferred method is using gas chromatography and mass spectrography as the confirmation method for initial positive test results.

The cut-off levels set forth below will be used to establish the existence of a "laboratory confirmed positive" test result:

1. Marijuana metabolites.....15 ng/ml

- (delta-9 tetrahydrocannabinol-9-carboxylic acid)
2. Cocaine metabolite.....150 ng/ml
(Benzoylecgonine)
 3. Opiates
Morphine.....300 ng/ml
Codeine.....300 ng/ml
6-mono acetyl morphine,.....any amount
 4. Phencyclidine.....25 ng/ml
 5. Methamphetamine.....500 ng/ml
(must also contain at least 200 ng/ml of amphetamine)

D. ADULTERATION

Where appropriate, the laboratory will also analyze the specimen for the presence of adulterants. In the even the laboratory has reason to believe a specimen has been adulterated, the laboratory shall report the result to the MRO as follows:

1. Specific gravity <1.003 and creatinine <0.2g/L - May apply in conjunction with a validated negative result or when no immunoassay is reported. Actual values of specific gravity and creatinine should not be reported.
2. Specimen not suitable for testing - This applies when a valid immunoassay result is not achieved (abnormal low or high readings), or pH is out of normal range, but the presence of adulterants is not substantiated.
3. Specimen adulterated: Presence of_____detected

This applies when a specific adulterant(s) is identified by the laboratory through procedures that can be forensically validated.

E. Laboratory Reporting of Test Results

Before the laboratory reports any test result, it will first review the results of the initial test, confirmatory test or any relevant quality control data to certify that the test result is accurate. The laboratory will then report the test results to UMATILLA COUNTY's Medical Review Officer (MRO) within three (3) working days after the receipt of the specimen for analysis. The report shall identify the required drugs/metabolites tested for, whether positive or negative, the specimen number assigned by the employer, and the drug testing laboratory specimen identification number (accession number).

The laboratory shall report as negative all specimens that are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive shall be reported for a specific drug.

The laboratory shall send only to the Medical review Officer the original or a certified true copy of the drug testing custody and control form (part 2) which, in the case of a report positive for drug use, shall be signed (after the required certification block) by the individual responsible for the day-to-day management of the drug testing laboratory or the certifying scientist, and attached to which shall be a copy of the test report.

The laboratory and UMATILLA COUNTY will ensure that data transmission is confidential and will secure and limit access to its data transmission, storage and retrieval system.

The MRO may request from the laboratory and the laboratory will provide quantitation of test results. The MRO will, after conferring with the employee and the laboratory, report to UMATILLA COUNTY whether the test is positive or negative, and, if positive, the identity of the drug(s) for which there was a positive result. The MRO will not, however, disclose the quantitation of test results to UMATILLA COUNTY unless disclosure of same to the employer, employee or decision maker is necessary in a lawsuit, grievance or other proceeding initiated by or on behalf of the employee arising from a verified positive drug test.

The laboratory will also provide the employer or its agent with a quarterly statistical summary of the testing program, but it will not include any personal identifying information.

F. Specimen retention.

All positive urine specimens will be retained in long-term frozen storage (-20 degrees C or less) for a minimum of one (1) year.

G. Split Specimen Retention.

If the laboratory observes that the split specimen is untestable, inadequate, or unavailable for testing, the laboratory shall nevertheless test the primary specimen. The laboratory will not inform the MRO or the employer of the untestability, inadequacy or unavailability of the split specimen until and unless the primary specimen is a positive test and the MRO has informed the laboratory that the employee has requested a test of the split specimen.

The laboratory shall log in the split specimen, with the split specimen bottle seal remaining intact, and store this sample securely. If the result of the test of the primary specimen is negative, the laboratory may discard the split specimen. However, if the result of the test of the primary specimen is positive, the laboratory shall retain the split specimen in frozen storage for 60 days from the date of which the laboratory acquires it. Following the end of this 60 day period, if not informed by the MRO that the employee has requested a test of the split specimen, the laboratory may discard the split specimen.

When directed in writing by the MRO to forward the split specimen to another DHHS-certified laboratory for analysis, the second laboratory shall analyze the split specimen by GC/MS to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen. Such GC/MS confirmation shall be conducted without regard to the cut-off levels specified in Section VII of this policy. The split specimen shall be retained in long-term storage for one year by the laboratory conducting the analysis of the split specimen (or longer, if litigation concerning the test is pending).

VII CONTROLLED SUBSTANCE TESTING PROCEDURES.

A. Urine Specimen Collection.

Any person requested to undergo a drug test will be required to provide a urine sample at a designated collection site. In order to ensure integrity of the specimen collection procedure, a standard Urine Custody and Control Form will be used. This form will be completed by the employee and the person responsible for collecting the urine sample and will be forwarded along with the urine sample to a designated laboratory, which will conduct the actual drug test. The laboratory will then forward a copy of the Urine Custody and Control Form for each test it conducts.

All urine specimens will be collected in a clean, single-use collection container (e.g., disposable cup or sterile urinal) that is securely wrapped until use. If urination is directly into the specimen bottle, the

specimen bottle shall be provided to the employee still sealed in its wrapper or shall be unwrapped in the employee's presence immediately prior to being provided to the employee. If a separate collection container is used for urination, the collection container shall be provided to the employee still sealed in its wrapper or shall be unwrapped in the employee's presence immediately prior to being provided; and the collection site person shall unwrap the specimen bottle in the presence of the employee at the time the specimen is presented.

The employer and collection site shall utilize a temporary sealing system designed to ensure against undetected opening and a shipping container in which the specimen and associated paperwork may be transferred and sealed to prevent undetected tampering.

B. Specimen Collection Procedures.

1. Designated Collection Sites:

Approved collection sites will have the personnel, materials, equipment, facilities and supervision necessary for the collection, security, temporary storage and shipping of urine specimens to an appropriate laboratory for testing:

2. Supervisory Collections

Unless it is impracticable for any other individual to perform this function, a direct supervisor shall not serve as the collection site person for the employee's urine test.

3. Alternative Collection Sites.

If one of the above facilities cannot be used to collect a specimen (for example, a post-accident test in a distant location), UMATILLA COUNTY and/or the employee will attempt to use another collection facility which is familiar with collection procedures under 49 CFR Parts 40 and 382. In the event an alternative collection site familiar with the requirements of 49 CFR Part 40 and 382 is not available, the urine sample must still be collected in a secure manner (described below).

- a. Procedures shall provide for the collection site to be secure. If a collection site facility is dedicated solely to urine collection, it shall be secure at all times. If a facility cannot be dedicated solely to drug testing, the portion of the facility used for testing shall be secured during drug testing.
- b. A facility normally used for other purposes, such as a public rest room or hospital examination room, may be secured by visual inspection to ensure other persons are not present and undetected access (e.g., through a rear door not in the view of the collection site personnel) is not possible. Security during collection may be maintained by effective restriction of access to collection materials and specimens. In the case of a public rest room, the facility must be posted against access during the entire procedure to avoid embarrassment to the employee or distraction of the collection site person.
- c. If it is impractical to maintain continuous physical security of a collection site from the time a specimen is presented until the sealed mailer is transferred for shipment, the following minimum procedures should apply. The specimen shall remain under the direct control of the collection site person from delivery to its being sealed in the mailer. The mailer shall be immediately mailed, maintained in secure storage, or remain until mailed under the personal control of the collection site person.

C. Chain of Custody and Collection Control.

To the maximum extent possible, collection site personnel shall keep the individual's specimen bottle within sight both before and after the individual has urinated. After the specimen is collected, it shall be properly sealed and labeled. The chain-of-custody block of the Urine Custody and Control Form shall be executed by authorized personnel upon receipt of the specimen. This form shall be used for maintaining control and accountability of each specimen from the point of collection to final disposition of the specimen. The date and purpose shall be documented on an approved chain of custody form each time a specimen is handled or transferred and every individual on the chain shall be identified. Handling and transportation of urine specimens from one authorized individual or place to another shall always be accomplished through chain-of-custody procedures. However, since specimens and documentation are sealed in shipping containers that would indicate any tampering during transit, and couriers, express carriers, etc., do not have access to the chain of custody forms, this policy does not require that such personnel document chain of custody during transit. This policy does not require that there be a chain of custody entry when a specimen sealed in a shipping container is put into or taken out of secure storage at the collection site prior to pick up by such personnel. This means that the chain of custody is not broken, and a test will not be canceled, merely because such individuals have not documented their participation in the chain of custody or because the chain of custody does not contain entries related to putting the specimen into or removing it from secure temporary storage at the collection site. Every effort shall be made to minimize the number of persons handling specimens.

D. Individual Privacy.

Collection procedures shall allow urine specimens to be provided by the individual in private, unless there is reason to believe that the individual may alter or substitute the specimen, as set forth below:

1. The employee has presented a urine specimen that falls outside the normal temperature range (32 -38 degrees C, or 92 - 100-degree F) and the employee declines to provide measurement of body temperature, or body temperature varies by more than 1-degree C or 1.8-degree F from the temperature of the specimen.
2. The last urine specimen provided by the employee (i.e., on a previous occasion) was determined by the laboratory to have a specific gravity of less than 1.003 and a urine creatinine concentration below 0.2Gm/L.
3. The collection site person observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample (i.e., substitute the urine in plain view, blue dye in specimen presented, etc.).
4. The employee has previously been determined to have used a controlled substance without medical authorization and the particulate test is being conducted as part of a rehabilitation program, or return to service after any required rehabilitation or under a D.O.T. agency regulation providing for follow-up testing upon or after return to service.

An employee may be also required to provide a urine specimen under direct observation by a person of the same gender in the event specimen adulteration is suspected under Sections VIII and XI C. of this policy.

If the sample is being collected from an employee in need of medical attention (e.g., as part of a post-accident test given in an emergency medical facility), necessary medical attention shall not be delayed in order to collect the specimen.

E. Specimen Integrity and Identity.

UMATLLA COUNTY, the employee and the collection site shall take appropriate precautions to preserve the integrity and identity of the urine specimen by ensuring that it is not adulterated or diluted during the collection procedure and that the urine tested is that of the person from whom it was collected. Collection site personnel will be responsible for maintaining the integrity of the specimen collection and transfer process, but employees are expected to cooperate with collection site personnel and to exercise good faith in conjunction with the specimen collection procedures.

F. Split Sample Procedures.

There shall be a sufficient volume of each specimen to allow for it to be subdivided, secured and labeled in the presence of the tested individual, so that it can be retained in a secure manner to prevent the possibility of tampering. This will allow the individual the opportunity to request a retest of the specimen by an appropriate laboratory of the employee's choosing in accordance with Section VII G. of this policy.

G. Transportation to Laboratory.

Collection site personnel shall arrange to ship the collected specimens to the drug testing laboratory. The specimens shall be placed in a container designed to minimize the possibility of damage during shipment (e.g., specimen boxes and/or padded mailers); and during shipment those containers shall be securely sealed to eliminate the possibility of undetected tampering with the specimen and/or the form. On the tape sealing the container, the collection site person shall sign and enter the date specimens were sealed in the containers for shipment. The collection site person shall ensure that the chain of custody documentation is enclosed in each container sealed for shipment to the drug testing laboratory.

Since specimens and documentation are sealed in shipping containers that would indicate any tampering during transit and couriers, express carriers, etc. do not have access to the chain of custody forms, this policy does not require that such personnel document chain of custody for the shipping container during transit. This policy also does not require that there be a chain of custody entry when a specimen sealed in a shipping container is out into or taken out of secure storage at the collection facility prior to pick up by such personnel. This means that the chain of custody is not broken, and a test will not be canceled merely because such individuals have not documented their participation in the chain of custody or because the chain of custody does not contain entries related to putting the specimen into or removing it from secure temporary storage at the collection site.

H. Failure to Cooperate.

Any employee required to provide a urine sample will be expected to sign a consent or release form authorizing the collection of the specimen, analysis of the specimen for designated controlled substances, and release of the results to the employer. The employee will not be required to waive liability with respect to negligence on the part of any person participating in the collection, handling or analysis of the specimen or to indemnify any person for the negligence of others.

If the employee refuses to cooperate during the collection process (e.g., refusal to provide a complete specimen, complete paperwork, initial specimen), the collection site person will inform UMATILLA COUNTY's representative and document the employee's conduct on the Urine Custody and Control Form. Employees are expected to exercise good faith and cooperate during the collection process and failure to do so will subject the employee to discipline up to and including discharge, independent and regardless of the results of any subsequent drug test, in accordance with the County's Drug Policy and the Collective Bargaining Agreement.

IX. CONTROLLED SUBSTANCE TEST RESULTS

A. Medical Review Officer

All test results will be reported by the laboratory to a medical review Officer (MRO) prior to any decision regarding an employee's qualification for continuing performance of duties or employment due to the results of a drug test. The MRO will be a licensed physician with knowledge and experience of substance abuse disorders. The MRO will review and consider possible alternative medical explanations for a positive test result, as well as examining the chain of custody to ensure that it is complete and sufficient on its face.

B. MRO Duties.

The will perform the following functions for UMATILLA COUNTY:

1. Review the results of drug testing before they are reported to UMATILLA COUNTY.
2. Review and interpret each confirmed positive test result and determine if there is an alternative medical explanation for the positive test result by:
 - a. Conducting a medical interview with the individual tested.
 - b. Reviewing the individual's medical history and any relevant biomedical factors;
 - c. reviewing all medical records made available by the individual tested to determine if a confirmed positive test resulted from legally prescribed medication;
 - d. Requiring, if necessary, that the original specimen be reanalyzed to determine the accuracy of the reported test result; and
 - e. verifying that the laboratory and the assessment are correct.
3. Determine whether and when an employee who refused to take or did not pass an alcohol/drug test administered under D.O.T. procedures may be returned to duty.
4. Determine a schedule of unannounced follow-up testing, in consultation with UMATILLA COUNTY, for an employee who has returned to duty.
5. Ensure that an employee has been alcohol/drug tested in accordance with D.O.T. procedures, if appropriate, before the employee returns to duty.

C. Action of Positive Test results.

Prior to making a final decision to verify' a positive test result for an individual, the MRO will give the individual an opportunity to discuss the test result. The MRO will contact the individual directly, on a confidential basis, to determine whether the individual wished to discuss the test result. A staff person under the MRO's supervision may make the initial contact and a medically licensed or certified staff person may gather information from the individual. Except as provided below, the MRO will talk directly with the individual before verifying a test as positive.

If, after making and documenting all reasonable efforts to contact the individual, the MRO is unable to reach the individual directly, the MRO will contact UMATILLA COUNTY' s designated management person, who will direct the individual to contact the BARO as soon as possible. If it becomes necessary to reach the individual through the Umatilla County's designated representative, the representative will utilize procedures to ensure, to the maximum extent practicable, the requirement that the individual contact the MRO is held in confidence.

If, after making all reasonable efforts, UMATILLA COUNTY is unable to contact the employee, UMATILLA COUNTY will place the employee on temporary medical unqualified status or on a medical leave of absence.

The MRO may verify a test as positive without having communicated directly with an individual about the results in three circumstances:

1. If the individual expressly declines the opportunity to discuss the test;
2. If the designated representative of UMATILLA COUNTY has successfully made and documented a contact with the individual and instructed him/her to contact the MRO, and more than five (5) days have passed since the individual was successfully contacted; or
3. In other circumstances provided for in D.O.T. drug testing regulations.

If a test is verified positive because of an individual's failure to contact the MRO (No. 2 above) the individual will have the opportunity to provide the MRO with evidence documenting that serious illness, injury or other circumstances unavoidably prevented him/her from timely contacting the MRO. The MRO, on the basis of such information, may reopen the verification and allow the individual to present information concerning a legitimate explanation for the confirmed positive test. If the MRO concludes that there is a legitimate explanation, the MRO will declare the test to be negative.

Before the MRO verifies a confirmed positive result for opiates, he shall determine that there is clinical evidence, in addition to the urine test, of unauthorized use of any opium, opiate or opium derivative (e.g., morphine, codeine). This requirement will not apply if GC/MS confirmation test for opiates confirms the presence of 6-monoacetylmorphine.

D. Specimen Adulteration.

In the event the MRO receives a laboratory report which indicates the possibility of adulteration, the MRO shall review and interpret the laboratory report as follows:

1. Specific gravity <1.003 and creatinine <0.2 g/L - The MRO will report the laboratory findings (including negative result or canceled test) to UMATILLA COUNTY. UMATILLA COUNTY may require the next specimen submitted by the donor to be collected under direct observation. However, a dilute specimen (SG < 1.003 and creatinine <0.2G/L) will not be reasonable suspicion/cause to require the donor to submit to another specimen collection.
2. Specimen not suitable for testing - The MRO will first discuss the test result with the laboratory forensic toxicologist to obtain more specific information about the analysis. The MRO will then contact the donor and inform him/her that the specimen was not suitable for testing and will inquire as to medications (e.g., NSAIDS) or other medical explanations for the specimen's unsuitability. If not an acceptable explanation for the "unsuitability" is provided, the MRO will inform the donor that another specimen will be collected under direct observation. The MRO will also report the result to the employer and inform the employer that another collection under direct observation will be required. If there is an acceptable explanation for the "unsuitability", the MRO will report the specimen as canceled.
3. Specimen adulterated - The MRO will report the result as "specimen adulterated" to UMATILLA COUNTY and inform UMATILLA COUNTY that the laboratory finding constitutes a "refusal to test" under this policy.

E. MRO Determinations.

If the MRO determines, after appropriate review, that there is a legitimate explanation for a confirmed positive test result other than the unauthorized use of prohibited drug, the MRO will not take further action.

If the MRO determines, after appropriate review that there is no legitimate medical explanation for the confirmed positive test result other than the use of a prohibited drug, the MRO shall refer the individual to UMATILLA COUNTY for further proceedings in accordance with the County Policy and the Collective Bargaining Agreement.

If the MRO determines, based upon his review of the laboratory inspection reports, quality assurance and quality control data, and other drug test results, that a particular drug test result is scientifically insufficient for further action, the MRO will conclude that the test is negative.

F. Disclosure of Information.

The MRO will not disclose to any third-party medical information provided by the individual to the MRO as part of the testing verification process, except as provided below:

1. The MRO may disclose such information to UMATILLA COUNTY, a federal agency or a physician responsible for determining the medical qualification of an employee under an applicable D.O.T. regulation, as applicable, only if:
 - a. An applicable DOT regulation permits or requires such disclosure;
 - b. In the MRO's reasonable medical judgment, the information could result in the employee being determined to be medically unqualified under a DOT rule; or
 - c. In the MRO's reasonable medical judgment, in a situation in which there is no DOT rule establishing physical qualification standards applicable to the employee, the information indicates that continued performance by the employee of his/her safety-sensitive position could pose a significant safety risk.
2. Before obtaining medical information from the employee as part of the verification process, the MRO will advise the employee that the information may be disclosed to third parties as provided above and of the identity of any parties to whom the information may be disclosed.

G. Retest Procedures

In the event a question arises as to the validity or accuracy of a positive test result, the MRO will authorize a re-analysis of the original sample at an appropriate laboratory.

In situations in which the employer uses the split sample method of collection, The MRO shall notify each employee who has a confirmed positive test that the employee has 72 hours in which to request a test of the split specimen, if the test is verified as positive. If the employee requests an analysis of the split specimen within 72 hours of having been informed of a verified positive test, The MRO shall direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis. If the analysis of the split specimen fails to re-confirm the presence of drug(s) or drug metabolite(s) found in the primary specimen, or if the split specimen is unavailable, inadequate for testing or untestable, the MRO shall cancel the test and report cancellation and the reasons for it to the DOT, the employer, and the employee.

If an employee has not contacted the MRO within 72 hours, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test, or other circumstances unavoidably prevented the employee from timely

contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within 72 hours, the MRO shall direct that a re-analysis of the primary specimen, or analysis of the split specimen, as applicable, be performed.

When the employer uses the split sample method of collection, the employee is not authorized to request a re-analysis of the primary specimen.

If the employee specifies re-testing by a second laboratory, the original laboratory must follow approved chain-of-custody procedures in transferring a portion of the specimen.

X. CONFIDENTIALITY AND RECORDKEEPING

UMATILLA COUNTY will maintain all records generated under this policy in a secure manner so the disclosure to unauthorized persons does not occur. As a result, the results of any tests administered under this policy and/or any other information generated pursuant to this policy will not be disclosed or released to anyone without the express written consent of the employee, except where otherwise required or authorized by law. In addition, UMATILLA COUNTY's contract with its designated laboratory requires it to maintain all employee test records in confidence.

However, UMATILLA COUNTY or the laboratory will disclose information required to be maintained under this policy pertaining to an employee to the employee, the employer or other decision maker in a lawsuit, grievance or other proceeding initiated by or on behalf of the individual and arising from the results of an alcohol and/or controlled substance test administered under this policy, or from the employer's determination that the employee engaged in conduct prohibited by this policy (including but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to benefit sought by the employee).

Access to Facilities and Records.

Upon written request by any employee, UMATILLA COUNTY will promptly provide copies of any records pertaining to the employee's use of alcohol or controlled substances, including any records pertaining to his/her alcohol or controlled substance tests. Access to an employee's alcohol will not be contingent upon payment for records other than those specifically requested.

UMATILLA COUNTY will also permit access to all facilities utilized in complying with the requirement of 40 CFR Parts 49 and Part 382 to the Secretary of Transportation, any DOT agency, or any State or local officials with regulatory authority over the employer or any of its employees. UMATILLA COUNTY will also make available copies of all results for employer alcohol testing conducted under this policy and any other information pertaining to the employer's alcohol misuse prevention program, when requested by the Secretary of Transportation, any DOT agency, or any State or local officials with regulatory authority over the employer or any of its covered employees. When requested by the National Transportation Safety Board as part of an accident investigation,

UMATILLA COUNTY will disclose information related to the employer's administration of a post-accident alcohol test administered following the accident under investigation. UMATILLA COUNTY will also release drug test results and rehabilitation information to the Department or the representative of a State agency upon request as part of an accident investigation. Statistical data related to drug testing and rehabilitation that is not name specific and training records will also be made available to the administrator or the representative of a State agency upon request.

Records will be also made available to an identified person or subsequent employer upon receipt of a written request from a employee, but only as expressively authorized and directed by the terms of the employee's written consent.

The subsequent release of information by the person receiving it will be permitted only in accordance with the terms of the employee's consent.

XI. EMPLOYEE ASSISTANCE, TRAINING AND EDUCATION

A. Employee Education.

All employees subject to this policy will be provided with educational materials explaining the requirements of the drug and alcohol regulations and our policies and procedures for meeting them. In addition, employees will be provided with information concerning the effects of drug abuse and alcohol misuse on an individual's health, work, and personal life; signs and symptoms of a drug or alcohol problem, (the employee's or co-worker's); and available methods of intervening when a drug or alcohol problem is suspected. including confrontation, referral to any employee assistance program and/or referral to management. This information will also include the following:

1. Display and distribution of informational material;
2. Display and distribution of a community service hot-line telephone number for employee assistance; and
3. Display and distribution of UMATILLA COUNTY's policy regarding the use of prohibited drugs.
- 4.

Copies of the above material and this policy will be distributed to each employee prior to the start of alcohol testing required herein and to each person subsequently hired or transferred into any position. Each employee who receives a copy of these materials will be required to sign a statement certifying that he or she has received a copy of same. UMATILLA COUNTY will retain the original of the signed certificate and will provide a copy to the employee, if requested.

Any questions about the requirements of this policy should be directed to the Department of Human Resources.

B. Supervisory Training

Any individual designated to determine whether reasonable suspicion exists to require any employee to submit to a drug and/or alcohol test under this policy will be required to receive at least 60 minutes of training on alcohol misuse and 60 minutes on drug use. The training will cover the specific, contemporaneous physical behavioral, speech and performance indicators of probable drug or alcohol misuse.

C. Referral, Evaluation and Treatment.

1. Treatment resources

Any employee who engages in conduct in violation of any of the prohibitions of this policy will be provided with information about the resources available for evaluating and resolving problems associated with drug use and/or the misuse of alcohol, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.

2. Substance abuse evaluation

Any employee who engages in any conduct prohibited by this policy will be required to undergo an evaluation by an appropriate substance abuse professional, who will determine what, if any, assistance the employee may need in resolving problems associated with drug abuse or alcohol misuse. This requirement will apply regardless of whether such conduct is discovered as a result of a positive drug or alcohol test, independent employer knowledge or a voluntary admission by the employee.

D. Treatment

Under the existing County Drug Policy and its Employee Assistance Program, any employee recommended for further assistance by a substance abuse professional will be afforded the opportunity to take a medical leave of absence in order to undergo any recommended medical treatment. Any such treatment will be at the employee's expense, unless coverage of same is provided by any otherwise applicable health insurance plan. However, employees who violate this policy will be provided with this leave of absence opportunity only one time.

Any employee who desires to take a leave of absence in order to participate in any recommended treatment program will be expected to follow normal procedures for requesting medical leave of absence. The employee will also be requested to admit himself/herself into any prescribed program and to actively participate in the same. Accordingly, proof of admission into the program, regular attendance, and "drug/alcohol free" participation will be required. UMATILLA COUNTY will also require participation in any recommended or prescribed aftercare or similar follow-up treatment. Failure to participate in any such prescribed program or failure to attend any scheduled after-care or follow-up sessions will disqualify the individual from further employment.

Under no circumstances will an employee be eligible for a leave of absence in order to obtain assistance recommended by a substance abuse professional if the SAP has referred the employee to his/her private practice or to a person or organization from which the SAP receives remuneration or in which the SAP has a financial interest. This does not prohibit a substance abuse professional from referring an employee for assistance provided through:

1. A public agency, such as a State, county, or municipality;
2. The Umatilla County or person under contract to provide treatment for alcohol problems on behalf of UMATILLA COUNTY;
3. The sole source of therapeutically appropriate treatment under the employee's health insurance program; or
4. The sole source of therapeutically appropriate treatment reasonably accessible to the employee.

The referral, evaluation and rehabilitation requirements outlined above do not apply to applicants who refuse to submit to or test positive in a pre-employment alcohol (alcohol concentration of 0.04 or greater) or controlled substances test.

E. Return to Duty

Before an employee who has engaged in any conduct prohibited by this policy will be allowed to return to duty to perform a covered function, he/she must first undergo a return to duty drug/alcohol

test with a negative controlled substance test and an alcohol test result indicating an alcohol concentration of less than 0.02. UMATILLA COUNTY may direct the employee to undergo return-to-duty and follow-up testing for alcohol if the substance abuse professional determines that follow-up testing and return-to-duty testing for both alcohol and controlled substances is necessary for that particular employee.

Before returning to work, any employee identified by a substance abuse professional as being in need of assistance in resolving problems associated with drug use or alcohol misuse must also:

1. Be evaluated by a substance abuse professional and/or MRO to determine whether the employee has properly followed any prescribed rehabilitation program; and
2. Be subject to unannounced follow-up drug or alcohol tests administered by UMATILLA COUNTY following the employee's return to duty; the number and frequency of which will be determined by the SAP and/or MRO and consist of at least six tests in the first 12-month period following the employee's return to duty. Follow up testing will not exceed 60 months from the date of the employee's return to duty and may be terminated at any time after the first 6 tests have been administered (with negative results), if the SAP determines such testing will no longer be necessary. A follow-up test for alcohol will only be required when the employee is performing a safety-sensitive function or just before or after the performance of any such function.

XII. DISCIPLINE

The following discipline may be taken by UMATILLA COUNTY in the event of a positive test result under any of the following circumstances. Such actions will be consistent with County Policy and Collective Bargaining Agreements.

Prohibited Conduct Generally

Any job applicant who engages in conduct prohibited by this policy may be disqualified from further consideration for employment.

Any employee who engages in conduct prohibited by this policy will be suspended until the employee has complied with the standards outlined in Section III for the first offense and be terminated from further employment on a repeated offense.

Violation-Specific Discipline

A. Pre-Employment

Any applicant who tests positive for a controlled substance may be disqualified from further consideration from employment.

B. Pre-Duty

Any employee who tests positive for a controlled substance or for alcohol with a concentration level of 0.04 or greater will be suspended until the employee has complied with the standards outlined in Section III for the first offense and terminated from further employment on a repeated offense.

C. Reasonable Suspicion/Cause

Any employee who tests positive for a controlled substance or for alcohol with a concentration level of 0.04 or greater will be suspended until the employee has complied with the standards outlined in Section III including possible dismissal for the first offense, depending upon the circumstances, and termination from employment on a repeated offense.

D. Post-Accident

Any employee who tests positive for a controlled substance or for alcohol with a concentration level of 0.04 or greater will be suspended until the employee has complied with the standards outlined in Section III including possible dismissal for the first offense and termination from employment on a repeated offense.

E. Random

Any employee who tests positive for a controlled substance or for alcohol with a concentration level of 0.04 or greater will be suspended until the employee has complied with the standards outlined in Section III including possible dismissal for the first offense and termination from employment on a repeated offense.

F. Return to Duty

Any employee who tests positive for a controlled substance or for alcohol with a concentration level of 0.04 or greater will be suspended until the employee has complied with the standards outlined in Section III including possible dismissal for the first offense and termination from employment on a repeated offense.

G. Follow-Up

Any employee who tests positive for a controlled substance or for alcohol with a concentration level of 0.04 or greater will be suspended until the employee has complied with the standards outlined in Section III including possible dismissal for the first offense and termination from employment on a repeated offense.

H. Refusal to Submit

Any employee who engages in conduct that constitutes a refusal to submit to a controlled substance or alcohol test required under this policy may be terminated from employment for insubordination and refusal to comply with County Policy.

I. Invalid test results

In the event of an invalid test result, no action will be taken against an employee as a result of a positive test result subsequently deemed invalid. In the event adverse action has been taken against an employee based on a test result later determined to be invalid, the employee will be immediately reinstated and made "whole".

J. Insubordination

Any employee who refuses to provide a urine sample, refuses to execute any relevant documentation (e.g., urine custody and control form, release and consent form), fails to properly cooperate with

collection site personnel or engages in any conduct which creates reason to believe a urine specimen has been altered will be subjected to discipline, up to and including discharge, depending upon the severity of the offense.

XIII. BLIND PERFORMANCE TEST PROCEDURES

In order to further ensure the accuracy of test results and test procedures, UMATILLA COUNTY will utilize blind testing quality control procedures. UMATILLA COUNTY will submit three blind performance test specimens for each 100 employee specimens it submits, up to a maximum of 100 blind performance test specimens per quarter.

Approximately 80% of the blind samples submitted by UMATILLA COUNTY will be blank and the remaining samples will be positive for one or more drugs per sample in a distribution such that all the drugs tested are included in approximately equal frequencies of challenge. The positive samples will be spiked with only those drugs for which the employer is testing. In the alternative, UMATILLA COUNTY will submit only blank samples or two separately labeled portions of a specimen from the same non-employee. In the event of a false positive error on a blind test which is determined to be due to an administrative error (e.g., clerical, sample mix-up, etc.), the N'RO will advise UMATILLA COUNTY, who will promptly notify D.O.T. UMATILLA COUNTY will then require the laboratory to take corrective action to minimize the occurrence of the particular error in the future and if there is reason to believe the error could have been systemic, the Department of Transportation may also require review and re-analysis of previously run specimens.

In the event of a false positive error on a blind test which is determined to be due to a technical or methodological, UMATILLA COUNTY will instruct the laboratory to submit all quality control data from the batch of specimens which included the false positive to the Department of Transportation. In addition, the laboratory will be required to retest all specimens analyzed positive for that drug or metabolite from the time of final resolution of the error back to the time of the last satisfactory performance test cycle. This re-testing must be documented by a statement signed by the individual responsible for the day-to-day management of the laboratory's drug testing.

XIV. RECORDKEEPING AND REPORTING

A. Record Retention

UMATLLA COUNTY or its MRO will maintain records relating to this policy as outlined below. These records will be maintained in a secure location with controlled access.

The following records will be maintained for a minimum of five years:

1. records of employee alcohol test results with results indicating an alcohol concentration of 0.02 or greater.
2. Documentation of refusals to take required alcohol tests.
3. Calibration documentation.
4. Employee evaluation and referrals.
5. MIS annual report data.
6. records of employee drug test results that show employees who had a positive test, the type of test (e.g., post-accident), and any records that demonstrate rehabilitation, if any, including the following:
 - a. The functions performed by each employee who had a positive drug test result;

- b. The prohibited drug(s) which were used by an employee who had a positive drug test result;
 - c. The disposition of each employee who had a positive drug test (e.g., termination, rehabilitation, removed from covered function, etc.).
7. A record of the number of employees tested for controlled substances, by type of test (e.g., post-accident).

The following records will be maintained for a minimum of three years:

- 1. Records that demonstrate the collection conforms to 49 CFR part 40.
- 2. Records confirming that supervisors and employees have been trained as required under this policy.

The following records will be maintained for a minimum of two years:

Records related to the alcohol collection process (except calibration of evidential breath testing devices) and training.

The following records will be maintained for a minimum of one year:

- 1. Alcohol test results with a concentration of less than 0.02.
- 2. Records of negative drug test results.

UMATILLA COUNTY will also designate a specific individual or person responsible for ensuring compliance with the above record keeping requirements. This individual is The Human Resource Specialist.

B. Alcohol Recordkeeping Obligations

The following specific records will be maintained by UMATILLA COUNTY or its MRO:

Records related to the collection process, including:

- 1. Collection logbooks, if used;
- 2. Calibration documentation for evidential breath testing devices;
- 3. Documentation of breath alcohol technician training;
- 4. Documents generated in connection with decisions on post-accident alcohol tests;
- 5. Documents generated in connection with decisions to administer reasonable suspicion alcohol tests;
- 6. Documents verifying existence of a medical explanation of the inability of an employee to provide adequate or to provide a urine specimen for testing.

Records related to an employee's alcohol test results, including:

- 1. The employer's copy of the Breath Alcohol Test Form, including the results of the test;
- 2. Documents related to the refusal of any employee to submit to an alcohol test required by this policy, and
- 3. Documents presented by an employee to dispute the result of an alcohol test administered under this policy.

Records related to other violations of 49 CFR Part 199 Subpart B.

records related to evaluations by substance abuse professionals, including:

1. records pertaining to a determination by a substance abuse professional concerning an employee's need for assistance; and
2. Records concerning an employee's compliance with recommendations of the substance abuse professional.

Records related to UMATILLA COUNTY's MIS annual alcohol testing data.

records related to UMATILLA COUNTY's education and training program, including:

1. Materials on alcohol misuse awareness, including a copy of our alcohol testing policy;
2. Documentation of compliance with DOT requirements governing the confidentiality and access to facilities and records kept under this policy;
3. Documentation of reasonable suspicion supervisory alcohol training; and
4. Certification that any alcohol training conducted under this policy complies with the requirements for such training.

C. Alcohol Management Information System

UMATILLA COUNTY will prepare and submit, by March 15 of each year an annual calendar year summary of the results of all alcohol testing performed under this policy. This summary will contain all of the information required under 49 CFR Part 199.229(d). Appendix I. However, if UMATILLA COUNTY's annual calendar year summary contains only alcohol screening test results of less than 0.02 and no other violations of this policy regarding alcohol, it will have the option of preparing an "EZ" annual summary containing the information required in 49 CFR Part 199.229 (e).

In the event the Consortium prepares an annual calendar year summary and report on behalf of UMATILLA COUNTY, a representative of UMATILLA COUNTY will be required to sign and submit the report and will remain responsible for ensuring the accuracy and timeliness of each report prepared on its behalf by the Consortium.

If UMATILLA COUNTY is subject to more than one DOT agency alcohol rule it will identify each employee covered by the regulations of more than one DOT agency. The identification will be by the total number of covered employees. Prior to conducting any alcohol test on an employee subject, the release of more than one DOT agency, UMATILLA COUNTY will determine which DOT agency rule or rules authorizes or requires the test. The test result information will be directed to the appropriate DOT agency or agencies.

DATE EFFECTIVE: January 1, 1996

DATE REVIEWED: January 1, 2026

Policy 305 attachment - 801 Packet.pdf

For SAIF Customer Use

Area _____

Dept. _____

Shift _____ CC _____

CLAIM NO. _____

SUBJECT DATE _____

CLASS _____

DEFAULT DATE _____

EMPLOYER'S
ACCOUNT NO. _____

Email: saif801@saif.com

Toll-free phone: 1.800.285.8525

Toll-free FAX: 1.800.475.7785

Report of Job Injury or Illness

Workers' compensation claim

Worker

To make a claim for a work-related injury or illness, fill out the worker portion of this form and give to your employer. **If you do not intend to file a workers' compensation claim with SAIF Corporation, do not sign the signature line.** Your employer will give you a copy.

1. Date of injury or illness:	2. Date you left work:	3. Time you began work on day of injury:	☐ a.m. ☐ p.m.	4. Regularly scheduled days off:	DEPT USE: Emp Ins Occ Nat Part Ev Src 2src
5. Time of injury or illness:	6. Time you left work:	7. Shift on day of injury:	(from) ☐ a.m. ☐ p.m. (to) ☐ a.m. ☐ p.m.	☐ M ☐ T ☐ W ☐ T ☐ F ☐ S ☐ S	
8. What is your illness or injury? What part of the body? Which side? (Example: sprained right foot) ☐ Left ☐ Right				9. Check here if you have more than one job: ☐	
10. What caused it? What were you doing? Include vehicle, machinery, or tool used. (Example: Fell 10 feet when climbing an extension ladder carrying a 40-pound box of roofing materials)					
11. Your legal name:		12. Worker's language preference other than English: ☐ Spanish ☐ Other (please specify):		13. Birthdate:	14. Gender: ☐ M ☐ F
15. Your mailing address, city, state and zip:				16. Home phone:	
17. Social Security no. (see back*):		18. Occupation:		19. Work phone:	
20. Names of witnesses:					
21. Name and phone number of health insurance company:			22. Name and address of health care provider who treated you for the injury or illness you are now reporting:		
23. Have you previously injured this body part? ☐ Yes ☐ No					
24. Were you hospitalized overnight as an inpatient? ☐ Yes ☐ No					
25. Were you treated in the emergency room? ☐ Yes ☐ No					
26. By my signature, I am making a claim for worker's compensation benefits. The above information is true to the best of my knowledge and belief. I authorize health care providers and other custodians of claim records to release relevant medical records to the workers' compensation insurer, self-insured employer, claim administrator, and the Oregon Department of Consumer and Business Services. Notice: Relevant medical records include records of prior treatment for the same conditions or of injuries to the same area of the body. A HIPAA authorization is not required (45 CFR 164.512(I)). Release of HIV/AIDS records, certain drug and alcohol treatment records, and other records protected by state and federal law requires separate authorization.					
27. Worker signature:		28. Completed by (please print):		29. Date:	

Employer

Complete the rest of this form and give a copy of the form to the worker. Notify SAIF Corporation within five days of knowledge of the claim. Even if the worker does not wish to file a claim, maintain a copy of this form.

30. Employer legal business name:		31. Phone:		32. FEIN:	
33. If worker leasing company, list client business name:				34. Client FEIN:	
35. Address of principal place of business (not P.O. Box):				36. Insurance policy no.:	
37. Street address from which worker is/was supervised:				38. Nature of business in which worker is/was supervised:	
39. Address where event occurred:					
40. Was injury caused by failure of a machine or product, or by a person other than the injured worker? ☐ Yes ☐ No				41. Class code:	
42. Were other workers injured? ☐ Yes ☐ No		43. Did injury occur during course and scope of job? ☐ Unknown ☐ Yes ☐ No		44. OSHA 300 log case no:	
45. Date employer knew of claim:		46. Worker's weekly wage: \$		47. Date worker hired:	
48. If fatal, date of death					
49. Return-to-work status: Not returned ☐ Regular Date: ☐ Modified Date: ☐				50. If returned to modified work, is it at regular hours and wages? ☐ Yes ☐ No	
51. Employer signature:		52. Name and title (please print):		53. Date:	

A guide for workers recently hurt on the job

The following information is provided by SAIF Corporation at the request of the Workers' Compensation Division

saifcorporation

400 High St. SE, Salem, OR 97312

How do I file a claim?

- Notify your employer and a health care provider of your choice about your job-related injury or illness as soon as possible. Your employer cannot choose your health care provider for you.
- Ask your employer the name of its workers' compensation insurer.
- Complete **Form 801, "Report of Job Injury or Illness,"** available from your employer and **Form 827, "Worker's and Physician's Report for Workers' Compensation Claims,"** available from your health care provider.

How do I get medical treatment?

- You may receive medical treatment from the health care provider **of your choice**, including:
 - Authorized nurse practitioners
 - Chiropractors
 - Medical doctors
 - Naturopaths
 - Oral surgeons
 - Osteopathic doctors
 - Physician assistants
 - Podiatrists
 - Other health care providers
- The insurance company may enroll you in a managed care organization at any time. If it does, you will receive more information about your medical treatment options.

Are there limitations to my medical treatment?

- **Health care providers may be limited in how long they may treat you and whether they may authorize payments for time off work.** Check with your health care provider about any limitations that may apply.
- **If your claim is denied, you may have to pay for your medical treatment.**

If I can't work, will I receive payments for lost wages?

- You may be unable to work due to your job-related injury or illness. In order for you to receive payments for time off work, your health care provider must send written authorization to the insurer.
- Generally, you will not be paid for the first three calendar days for time off work.
- You may be paid for lost wages for the first three calendar days if you are off work for 14 consecutive days or hospitalized overnight.
- If your claim is denied within the first 14 days, you will not be paid for any lost wages.
- Keep your employer informed about what is going on and cooperate with efforts to return you to a modified- or light-duty job.

What if I have questions about my claim?

- SAIF Corporation or your employer should be able to answer your questions. Call SAIF Corporation at 800.285.8525.
- If you have questions, concerns, or complaints, you may also call any of the numbers below:

Ombudsman for Injured Workers:

An advocate for injured workers

Toll-free: 800.927.1271

Email: oiw.questions@state.or.us

Workers' Compensation Compliance Section

Toll-free: 800.452.0288

Email: workcomp.questions@state.or.us

* **Do I have to provide my Social Security number on Forms 801 and 827? What will it be used for?**

You do not need to have an SSN to get workers' compensation benefits. If you have an SSN, and don't provide it, the Workers' Compensation Division (WCD) of the Department of Consumer and Business Services will get it from your employer, the workers' compensation insurer, or other sources. WCD may use your SSN for: quality assessment, correct identification and processing of claims, compliance, research, injured worker program administration, matching data with other state agencies to measure WCD program effectiveness, injury prevention activities, and to provide to federal agencies in the Medicare program for their use as required by federal law. The following laws authorize WCD to get your SSN: the Privacy Act of 1974, 5 USC § 552a, Section (7)(a)(2)(B); Oregon Revised Statutes chapter 656; and Oregon Administrative Rules chapter 436 (Workers' Compensation Board Administrative Order No. 4-1967).

UMATILLA COUNTY

UMATILLA COUNTY DEPARTMENT OF HUMAN RESOURCES

County Courthouse, 216 SE 4th Street, Pendleton, OR 97801

Phone: (541) 278-6282 - Fax: (541) 278-6374

TDD (Hearing Impaired): (541) 278-5467

TO: Injured Worker

FROM: County Council

RE: Worker's Compensation Claim

Your worker's compensation claim will be processed by our insurer, SAIF Corporation. In order for our insurer to adequately process your claim, it may be necessary for Umatilla County to release certain employer maintained personnel information to them.

Information that SAIF Corporation may request to process this claim includes:

- Date worker began employment
- Copy of worker's application of employment
- Copy of results of pre-employment physical, if any
- Record of hours and days worked and wages paid in the last 26 weeks
- Dates worker has been off due to present claimed injury
- Copies of written performance evaluations
- Records of other work related injuries, including date, type of injury and worker's comp insurance company name
- Copy of position description
- Supervisor's incident report/investigation
- Witness names and statements

I hereby waive objection to release of this personnel information by Umatilla County to saif corporation except as indicated (line out personnel information that worker objects to release).

Employee Signature

Date

INCIDENT REPORT
(Fact finding, Not Fault Finding)
(Please print)

Injured Worker _____

Occupation/Department _____/_____

Where Injury Occurred _____ Date/Time ____/____/____ ____AM/PM

Type of Injury _____

Treatment: None _____ First Aid _____ Doctor _____ Hospital _____
(NEED 801) (NEED 801)

Witnesses _____

Describe Incident/Injury _____

Identify cause; rule violation, work habit, etc _____

Caused by faulty equipment? If so, identify _____

Did previous injury/condition of worker contribute? Explain _____

If incident was caused by a person not employed by us, who?

Name _____ Phone _____

Address _____

Action taken to prevent similar occurrence _____

_____ Target date for completion ____/____/____

Date ____/____/____

Supervisor's Signature

UMATILLA COUNTY

UMATILLA COUNTY DEPARTMENT OF HUMAN RESOURCES

County Courthouse, 216 SE 4th Street, Pendleton, OR 97801

Phone: (541) 278-6282 - Fax: (541) 278-6374

TDD (Hearing Impaired): (541) 278-5467

EMPLOYEE/VOLUNTEER RESPONSIBILITIES REGARDING ON-THE-JOB INJURIES/ACCIDENTS

EMPLOYEE/VOLUNTEER NAME: _____

DATE OF INJURY: _____

1. Report all accidents/incidents, no matter how slight, immediately to your supervisor. Reporting on your next work shift is not acceptable. This requirement is not to assign blame. The purpose is to ensure appropriate medical care, take preventative action as needed, and to complete necessary paperwork.
2. If you need to see a doctor, complete the ‘worker’ portion of a Report of Occupational Injury or Disease (Form 801). Your supervisor will provide assistance in completing this form if you need help. The County will provide you with an Early-Return to work information if necessary.
3. Your physician will complete a return to work form for you. Should your physician authorize time-loss, there is in most cases a three-day waiting period before time-loss benefits will begin. Have the doctor complete the Return-to-Work form.
4. Report your physician’s findings immediately (within 24 hours) to your supervisor. Return the completed Return-to-Work form, along with the 801 to your supervisor.
5. Immediately (within 24 hours) report to your supervisor and Human Resources your progress or findings after each subsequent physician’s visit or other treatment.
6. You must report to your supervisor and Human Resources immediately once your doctor releases you to work (part-time, temporary, modified, or regular). You must report to your next scheduled shift. If you are returning to a light-duty position, you must sign all necessary paperwork before beginning the assignment.
7. If your doctor authorized time loss, you must call your supervisor weekly to report your progress/status and to advise of your next doctor’s appointment.

I have read the above responsibility sheet. I have been given an opportunity to ask questions about my responsibilities. I agree to follow all of these responsibilities and understand that failure to do so may result in disciplinary action or may adversely affect my worker’s compensation benefits. I have been given a copy of this document.

Employee Signature

Date

Request for Release of Medical Records for Oregon Workers' Compensation Claim

To: Custodian of medical records

Name: _____

Address: _____
_____**Worker information**

Name: _____

Insurer claim number: _____

Date of injury: _____

Worker authorization/signature

By my signature, I authorize medical providers and other custodians of the claim record to release medical records **relevant** to my workers' compensation claimed conditions (see below) to the requester named below, as provided in ORS 656.252, OAR 436-010-0240 and OAR 436-060-0017. **Medical information relevant to the claim includes a past history of complaints or treatments of a condition similar to that presented in the claim or other conditions related to the same body part.**

Worker's signature: _____ Date: _____

Claimed conditions (Requester: List below; be specific.)**Separate authorization is required for release of the following information**

- The worker's participation in federally funded drug and alcohol abuse treatment programs under Federal Regulation 42, CFR 2.
- HIV-related information protected by ORS 433.045(3).

OAR 436-010-0240 requires that medical providers respond to a request for medical records within 14 days of the date of the request. Failure to respond within 14 days to a request sent by certified mail may subject the medical provider to penalties under OAR 436-010-0340 or 436-015-0120. This request is being sent on ____.

Please send relevant medical records by _____ to:

Requester's name: _____

Attention: _____

Address: _____ Phone no.: _____

Fax no.: _____

**Policy 417 attachment - Generative
AI Platform Use Request Form.pdf**

Generative AI Platform Use Request Form

Basic Information		
Date:	t.	
Department:		
Division:		
Contacts		
	Name	Email Address
Requestor:		
Department Head:		
Summary		
Requested Platform:		
Business Benefit:		

**Policy 205 attachment - Employee
Emergency Procedures Reference Guide.pdf**



EMPLOYEE EMERGENCY PROCEDURES

Department/Building

Address/City/State/Zip

Emergency Dispatch	Dial <u>9, 911</u>
Security Courthouse	Dial _____
Security Stafford Hansell	Dial _____
City Police _____	Dial _____

Reporting an Emergency

- Notify Security/911 _____

- Notify Supervisor
Name _____ Cell Phone _____

- Manager/Lead Worker
Name _____ Cell Phone _____

Assembly Location

Assembly is mandatory, not discretionary

KEEP THESE MATERIALS AVAILABLE FOR QUICK ACCESS AT ALL TIMES

EARTHQUAKE

- INDOORS; Remain inside, move to building interior
- Crouch under desk, bench, or table
- Drop, cover & hold – protect your eyes;
- **DO NOT** stand in doorways;
- **DO NOT** use elevators.

HOSTAGE SITUATION

Call 911 and Security

- Remain calm;
- Leave the area if you are not in danger and notify a supervisor;
- Follow abductor's instructions;
- Use only first names of staff (including judges);
- **DO NOT** volunteer, argue or make suggestions;
- Follow Rescue personnel instructions.

SUSPICIOUS MAIL/HANLDING

Call 911 and Security

- Isolate suspect item in a bag or container;
- Notify a supervisor immediately
- **DO NOT** allow anyone to enter or leave the area.
- Await instructions from emergency personnel.

TOXIC CONTAMINATION

Call 911 and Security

- **DO NOT** evacuate;
- Notify a supervisor immediately
- Isolate the item in a garbage bag or container;
- Follow instructions of emergency response personnel.

FIRE, FIRE ALARM & EVACUATIONS

PULL FIRE ALARM AND CALL 911

- Notify Security
- Notify a supervisor immediately
- **If the alarm sounds in the building you are in or you are in danger, EVACUATE IMMEDIATELY**
 - **DO NOT USE ELEVATORS**; use stairs to evacuate;
 - Assist the disabled to the nearest stairwell or evacuate them in you can do so safely;
 - Notify emergency personnel of location of disabled person
 - Designated or most senior employee ensure all employees have left office and close door upon leaving
- ***In an evacuation***, go directly to the evacuation assembly location for your office (see page 1).
- Check with a supervisor or other staff member taking roll and wait for instructions from emergency response personnel or supervisor.

DO NOT attempt to wait in or move your car. Leave parking lots and driveways clear for emergency response vehicles and personnel.

ASSEMBLY IS MANDATORY, NOT DISCRETIONARY

MEDICAL EMERGENCY

- ***Call 911 and request an ambulance if a person:***
 - Is unconscious, unusually confused, or seems to be losing consciousness;
 - Has trouble breathing or is breathing in a strange way;
 - Has persistent chest pains or pressure;
 - Has pressure or pain in the abdomen that does not go away;
 - Is vomiting or passing blood;
 - Has seizures, severe headaches or slurred speech;
- Be prepared to answer specific questions regarding your location and the nature of the medical emergency
- Send someone to the disabled entrance to direct paramedics.
- Unless the injured or ill person is in immediate danger, **DO NOT** move the person.
- Call Security to have a qualified First Aid/CRP trained person render care.
- Notify a supervisor as soon as possible.
- Notify Human Resources of incident.

BOMB THREAT

PHONE

- Collect information using the **BOMB TREAT EMERGENCY RESPONSE QUICK REFERENCE QUESTIONS BELOW:**
- Notify a supervisor
- Be prepared to evacuate.

WRITTEN THREAT – INCLUDING EMAIL THREAT

- Immediately notify a supervisor **ONLY**.
- ***DO NOT*** handle the note any more than is necessary to preserve it.

AFTER HOURS – CALL 911

If a bomb threat is received or you discover something which might be a bomb, call 911 and evacuate immediately.

- Take personal items with you when evacuating.
- Meet at the Evacuation Assembly Location for your office.
- Check in with a supervisor or other staff member taking roll
- Wait for instructions from emergency response personnel or supervisor

DO NOT attempt to wait in or move your car. Leave parking lots and driveways clear for emergency response vehicles and personnel.

ASSEMBLY IS MANDATORY, NOT DISCRETIONARY

BOMB THREAT QUICK REFERENCE QUESTIONS

BY TELEPHONE DURING THE CALL:

- Remain calm;
- Note the time of the call;
- Keep the caller talking and take notes
 - ***When will the bomb explode?*** _____
 - ***What does the bomb look like?*** _____
 - ***What will cause it to explode?*** _____
 - ***Where is it right now?*** _____
 - ***What kind of bomb is it?*** _____
 - ***How big is the charge?*** _____
 - ***Did you place the bomb?*** _____ ***WHY?*** _____
 - ***What is your name?*** _____
 - ***Where are you calling from?*** _____
 - ***Where are you now?*** _____
- Try to record the exact wording of the message given by the caller.

- Listen for and note any background sounds and distinguishing characteristics of the caller's voice, such as: (circle any that apply and describe)
- Background
 - Street Noises
 - Voices
 - PA System
 - Music
 - Kitchen Sounds
 - House Noises
 - Motor/Engine
 - Animals
- Phone Line:
 - Clear
 - Static
 - Cell
- Caller's Voice
 - Calm
 - Angry
 - Excited
 - Laughter
 - Slurred
 - Disguised
 - Loud
 - Soft
 - Rapid
 - Stutter
 - Deep
 - Cracking Voice
 - Familiar
 - Clearing throat
 - Approximate age of caller
 - Age
- After caller hangs up, ***DO NOT*** hang up phone.

ACTIVE SHOOTER

EVACUATE

- Leave via the nearest exit, away from the shooter
- Take others with you when possible but do not stay if they are not willing to leave
- Do not carry anything with you
- Keep your hands out and visible at all times
- Go to an area that provides cover and hides you from the building you are escaping
- As soon as you are safe, contact authorities

HIDE

- Lock and barricade doors, if possible
- Move to an area that can be secured, as long as it is safe to do so
- Turn off all lights
- Turn off all radios and silence cell phones
- Get on the floor and away from windows and doors
- Take cover by hiding beneath or behind concrete walls, thick desks, filing cabinets, storage units (this may protect you from bullets)
- Keep yourself and others calm, quiet and out of sight

TAKE ACTION

- This is a last resort and only if your life is in imminent danger
- Attempt to incapacitate the shooter
- Act with physical aggression and fully commit to the action
- Throw whatever is available at the shooter

CONTACT AUTHORITIES

- Call 911
- Call Security when safely possible

REPORT TO AUTHORITIES

- Your specific location: building, office/room number, floor you are on
- Number and location of assailants, shooter's identification if known: include gender, physical features, clothing, and any information regarding weapon type; separate gunfire, explosions, etc
- Number and type of injuries, number of people at your specific location

POINTS TO CONSIDER

- Victims are selected at random
- The shooter will not stop until engaged by law enforcement

- Attempt to rescue people only if it will not endanger yourself or others
- Law enforcement will first engage the shooter before rescuing people
- Rescue efforts will be delayed until the shooter is located or stopped and is no longer a threat
- Law enforcement will by pass you to search for the shooter
- If you are wounded or with someone who is wounded, wait for rescue teams to aid you
- Remain calm and follow instructions
- Wait for an “all clear” signal to emerge from a secure area
- Evacuate when advised to do so. Do not take anything with you and keep your hands visible at all times
- Remember: This is a crime scene. Do not disturb possible evidence. Expect that law enforcement will want to question you.

**Policy 342 attachment - 6
Hardship Donation Request.pdf**

HARDSHIP DONATION REQUEST

ACCEPT DECLINE

Date of Request: _____

Employee's Name: _____

Employee's Department: _____

Supervisor's Authorization: _____

Brief description of hardship situation:

Estimated number of hours needed: _____

Expected duration of hardship leave: _____ week(s)

Note: Please return to Human Resources via interoffice, in person or by email

HUMAN RESOURCES USE ONLY

Received completed form: _____

Request sent to CountyStaff email: ____/____/202__

Policy 503 attachment - Capital Asset Schedule A.pdf

5-YEARS	7-YEARS	15-YEARS	40-YEARS
Air Conditioners Automobiles Buses and Vans Communicating Equip. Video Arraignment Computer Equipment Computer Hardware Copiers Crusher Dozers Dump Truck Flatbed Truck & Trailer 4 Wheelers Law Enforcement Equip. Lawn Equipment Loader Forklift/Excavator Major Appliances Marine Equipment Medical Equipment Microfilm - Microfiche Miscellaneous Equipment Misc. Road Equipment Motor Grader Oiling Equipment Park Equipment Pickup Truck Recorders Rollers Snow Equipment Sports & Recreation Stands Surveillance Equipment Surveying Equipment	Bookcases & Shelving Cabinets & Cupboards Chairs Improvements Safes	Misc. Building Improvements	Buildings/Etc.

Trailers

Trucks & Heavy Equipment

Typewriter

VCR

Water Pumps

Welders & Compressors

|

|

**Policy 342 attachment - 7
Leave Without Pay Request.pdf**

LEAVE WITHOUT PAY REQUEST

Date of Request:

Employee's Name:

Employee's Department:

- Reason for leave: Medical Certification required.
- The amount of additional leave needed.
- The likelihood that additional leave will enable you to return to work.
- Are any accommodations other than (or in addition to) leave that may be effective for you.

By completing this form, you are initiating the interactive process under the Americans with Disabilities Act (ADA). Umatilla County will review your request to determine if the leave is covered by FMLA, State Law, or as a reasonable accommodation under the ADA.

I hereby request a leave of absence without pay, not to exceed 90 calendar days under the Umatilla County Attendance and Leave Policy

Employee Signature

Date

PLEASE RETURN TO HUMAN RESOURCES

APPROVED:

HUMAN RESOURCES DIRECTOR

DATE

BOARD OF COMMISSIONER
CHAIR

DATE

CBA-UCLEA-Sergeant 24-26.pdf

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

UMATILLA COUNTY

AND

UMATILLA COUNTY LAW ENFORCEMENT ASSOCIATION
Sergeants

EFFECTIVE JULY 1, 2024 - JUNE 30, 2026

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**AGREEMENT
BETWEEN
UMATILLA COUNTY, OREGON
AND
UMATILLA COUNTY LAW ENFORCEMENT ASSOCIATION**

PREAMBLE

This Agreement is entered into by Umatilla County, Oregon, hereinafter referred to as the "County," and Umatilla County Law Enforcement Association Sergeants, hereinafter referred to as the "Association." Unless indicated otherwise, references to the "Employer" or the "County" herein shall include the Board of County Commissioners and the Sheriff of Umatilla County as the elected officials directly responsible to the citizens of the County for operation of the department covered by this Agreement.

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment.

The parties agree as follows:

ARTICLE 1 - SCOPE OF AGREEMENT AND RECOGNITION

Section 1. Recognition. This Agreement shall apply to Umatilla County Sergeants employed in the Sheriffs Office (for the purposes of this Agreement the Sheriffs Office includes and is limited to the UCSO.), but excluding elected officials, the Undersheriff, captains, lieutenants, one (1) Sheriffs Office Manager and other employees already covered by the UCLEA. The County recognizes the Association as the sole and exclusive bargaining agent for the purposes of establishing wages, hours and other conditions of employment for employees within this bargaining unit.

Section 2. Type of Employee Definitions.

A. The following categories of regular employees are represented by the Association. Employees in these categories are eligible to receive benefits pursuant to this Agreement, per County policies, and as prescribed by law.

- (1) **Full-time Employees:** Employees whose regularly scheduled work week consists of forty (40) hours per week or as amended for alternate work schedules as set forth in this Agreement. These employees earn full benefits.
- (2) **Less Than Full-Time Employees:** Employees whose regularly scheduled work week consists of less than forty (40) hours per week (i.e., 3/4 FTE). These employees shall receive pro-rated benefits.
- (3) **Part-Time Employees:** Employees whose regularly scheduled work week consists of not less than twenty (20) hours per week. These employees shall receive half(½) benefits.
- (4) **Grant Funded or Contract Funded Employees:** These employees have been placed in a special assignment by the USCO that is partially or fully-funded by outside resources paid to the

County. If funding for the position is eliminated, these employees retain all Association rights per this Agreement.

B. The following categories of non-regular employees are represented by the Association. Employees in these categories are not eligible to receive benefits, except as provided in County policies and as prescribed by law. Any other non-regular employee category not listed below, that is performing any Association work or duties, is also represented by the Association.

(1) **Temporary Employees.** Shall fill any vacancy not classified as a regular position except in the case of fill-in during an employee's temporary absence such as Family Medical Leave, military leave of less than six (6) months, LWOP pursuant to Article 12, or Workers' Compensation disability leave. Unless there is written agreement between the Association and the County, no temporary position shall exist longer than six (6) consecutive calendar months in any calendar year.

(2) **On Call Employees.** On Call Employees shall not work a regularly scheduled work week. Training time will not count as shifts worked provided the employee is not being counted as a shift member for staffing purposes during training. In order to determine the number of shifts worked by an on-call employee, work weeks shall start on Sunday at 0000 and last until Saturday at 2359. An on-Call employee will not be used to replace a regular employee.

(3) **Temporary Special Employees.** County policy 4.7 dated April 1, 2009 is attached and incorporated into this Agreement by reference as Appendix A, and addresses Temporary Special Employees that work as courthouse security in both Hermiston, Pendleton and/or as floaters. **Policy 4.7 Section III C. Non-Union does not apply to this Agreement.**

(4) **Seasonal Employees.** These employees serve in special assignments, such as Marine Patrol, Army Corps of Engineers, and Forest Service that are funded by special contracts between the County/Sheriff and the contracting agency. If the funding is eliminated, the position is eliminated.

(5) Non-regular employees listed above shall have the same obligations and choice to join the Association and/or pay dues to the Association the same as all other regular Association-represented employees; however, the Association will establish in writing a dues rate for non-regular employees and shall provide the Association-established non-regular employee dues rate to the County from time to time as necessary; provided, however, that dues shall be assessed only in each calendar months- when the non-regular employee works.

(6) Discipline of a non-regular employee is not subject to "just cause" standards nor may such discipline be arbitrated through this Agreement's grievance procedure. However, in accordance with Article 8 of this Agreement, the County will provide "due process" before disciplining or terminating a non-regular employee.

(7) No temporary employee, temporary special employee, seasonal employee, on-call employee or other type of non-regular employee shall be entitled to lay-off or bumping rights.

(8) A non-regular employee shall be paid the hourly rate of pay of the entry level pay rate as established between the County and the Association for the classification into which the non-regular employee has been hired. PERS/OPSRP shall only be paid for those eligible by PERS/OPSRP rules and law.

(9) Each Division of the Sheriffs Office will develop a protocol for scheduling and assigning overtime opportunities consistent with this Agreement and which addresses how and when overtime will be worked by non-regular employees. In the absence of a protocol agreed upon by

the Association the following will apply: "A non-regular employee may not work overtime hours unless the overtime has been first offered and rejected by all regular Association-represented employees eligible and qualified and available to work such overtime." In the case of unforeseen overtime necessitated by emergency operations of the Sheriffs Office, overtime may be performed by a current on-duty regularly scheduled non-regular employee without necessitating the overtime work first being offered to a regular Association employee.

(10) A non-regular employee who is retiring from full-time service with ten (10) years or more Umatilla County experience in a DPSST certified position and returns to service within the same classification within twelve (12) months of retirement, will be placed on the salary schedule at the hourly rate of the step they held as a full-time employee. These non-regular employees are not eligible for step advancements, or other benefits.

C. For purposes of this Agreement, the County's classification of a position as a regular or non-regular is a presumptive distinction for the position, subject to rebuttal and challenge at the option of the Association.

ARTICLE 2 - ASSOCIATION BUSINESS

Section 1. Notification of Association Coverage and Employment. The County agrees to notify the Association, in writing, within seven (7) days from the date of first employment of any employee subject to this Agreement, to the extent the information is in the County's records, of the name of such employee, home address, phone number(s), personal email (s), the position for which employed, the rate of pay or wage range and step, and the date employment begins. For the purposes of explaining this Agreement an Association representative shall be entitled to meet without loss of pay with newly hired employees appointed to any bargaining unit position. The Association orientation shall be 30 minutes of paid time both for the Association representative(s) performing the orientation and for the new employee receiving the orientation. Each new employee shall attend an orientation conducted by Human Resources within the first seven (7) days of employment. Such orientation shall be scheduled by Human Resources, in collaboration with the Association, and shall consist of explanation of various employee rights, benefits, rules and regulations. So long as the actions of the parties are lawful in accordance with ORS 243.670, et seq., the Association and the Sheriff/Director or his designee shall set a time for new employee(s') Association orientation, which shall be conducted on duty at the Sheriffs Office/Community Corrections during the first ten (10) days of employment by an Association representative who works at that location, and preferably on the first day of employment.

Section 2. Employee Choice.

A. **Membership.** All employees of the County covered by this Agreement may elect to become members of the UCLEA-Sergeants Association at their discretion. Payment of the Association dues and any initiation fees shall be indication of the employee's desire to become a member of Association.

The County and the Association will reciprocate and provide employee information necessary for the timely and effective administration of payroll deductions and payments to the Association under this Agreement and Association governance documents. The County may request and retain documentation of written payroll deduction authorizations from employees represented by the Association which evidence the employee's consent. Once such authorization evidence is received by the County the County shall timely remit payments to the Association for such deductions. The parties shall cooperate to correct promptly any payroll and dues payment related error which either party identifies.

B. Check--off. The County shall honor the Association check-off system in whatever amount designated and in such manner as prescribed by law and/or this Agreement.

For such employees of the County who certify to the Association in writing that they authorize deductions of Association dues and/or initiation fees, the County shall deduct from the first paycheck each month such amounts not to exceed the Association provision in effect. Such funds shall be remitted promptly to the authorized Association officer or transferred to the Association's bank account designated by the Association to receive such funds by use of electronic funds transfer (EFT) arrangements suitable to the parties' respective financial institutions. The parties will devote necessary, reasonable effort to establish and maintain EFT methods as a matter of mutual convenience and efficiency.

C. Nonmember. An employee of the County in a job classification represented by the Association who chooses not to be a member of the Association, shall be a nonmember of the Association. Such employees shall be represented by the Association. The County recognizes the Association as the exclusive representative of all employees in bargaining unit positions, including such nonmember employees, as provided for by the PECBA relating to mandatory subjects of bargaining, subjects with mandatory impacts, and the application and enforcement of this Agreement. Nonmembers who choose to join or rejoin the Association shall do so by signing and submitting a dues authorization withholding form. If a non-member elects to become a member during a time when they are subject to an administrative investigation, they may be subject to representation costs of the Association for that matter.

Section 3. Dues Deductions.

- (a) Association dues deduction will be withheld from the first (1st) paycheck and each subsequent paycheck.
- (b) The written request for dues deductions is not terminated when an employee is placed on any type of leave of disciplinary suspension with pay. The County shall deduct Association dues deductions which have not been paid during time off without pay commencing with the first (1st) paycheck following the employee's return to paid status.
- (c) The aggregated deductions of all dues payers together with an "itemized reconciliation" shall be remitted to the Association no later than the tenth (10th) of the month following the month for which the deductions were made. The County and the Association will cooperate to accomplish this by Electronic Funds Transfer (EFT). The reconciliation shall include: (1) a heading indicating the name of the employer and the period covered, (2) a listing of the dues payers in alphabetical order by last name first, amount of dues paid, any type of change since last reconciliation (termination, retirement, cancellation, new members, name change).
- (d) The County and the Association shall cooperate in order to correct payroll and check-off errors which may be accomplished with an offset or an addition in subsequent payroll periods after discovery of the error(s).

Section 4. Individual Choice and Rights. The County and the Association shall not interfere with, intimidate, restrain, coerce or discriminate against any employee in his/her free choice to participate or join or refusal to participate or join the Association.

Section 5. Use of County Facilities and Equipment. The County will allow reasonable use of County facilities for Association meetings, if requested in advance in writing with adequate notice based on availability. The Association will not incur unreasonable County expense, such as long distance telephone, photo copier and paper, and use of vehicles, for example, without advance written approval. On duty personnel will be allowed to attend Association general membership meetings with five (5) days' notice of the meeting as long as the operational needs of the County are met and the meetings take place before or after the employees' regular work hours, during meal period or during any other break periods.

Section 6. CBA/PECBA Bargaining. Five (5) on-duty Association Members shall be permitted to attend negotiating sessions with the County without loss of pay relative to securing Agreement renewal or for the purposes of PECBA bargaining related to ORS 243.698 et seq. Attendance shall be subject to call. Reasonable advance notice shall be given to the County with as much time as is practical in advance of the anticipated absence(s). The dates, times and places for these negotiating sessions shall be established by mutual consent between the parties. The parties may agree that additional Association members will be permitted to attend negotiation sessions with the County without loss of pay and/or in an on-duty status.

Association bargaining team members may request to flex their work shift to facilitate bargaining and/or labor relations meetings with the County, with at least forty-eight (48) hours advance notice. This request will not result in any overtime.

Section 7. Association Visits. Authorized nonemployee agent(s) of the Association shall have access to the County's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, that there is no unreasonable interruption of the County's work. Such Association Agent(s) shall advise the County of their presence and their intended visit upon arrival at the County's establishment when they first enter the premises. Notice to County will be provided by contacting the Sheriff or Department Director or designee.

Section 8. Bulletin Boards. The County agrees to furnish and maintain suitable bulletin boards in convenient places in the work area to be used by the Association. The Association shall limit its use of such boards to notices and bulletins concerning routine Association matters. Bulletin boards shall not be used for controversial or inflammatory subjects.

Section 9. Defense and Indemnity. The Association will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County as a result of the County's compliance with and/or enforcement of the provisions of this Article or as a result of any check-off; provided however that the Association shall not be liable for obligations of any employee which were not paid by the employee due to payroll withholding error or other reason.

Section 10. Association Business. Association officers and authorized representatives shall be certified in writing to the County from time-to time or when requested by the County. With as much notice as practical in advance, authorized representative(s) shall be granted reasonable time off without loss of pay for the purpose of meeting with the County within the scope of representation. The Association shall give the County as much notice as is practical when authorized representative(s) need time off with pay to conduct Association business. Subject to public safety emergencies and operational needs designated Association representatives will be authorized to engage in Association activities without loss of pay when necessary during the work shift (i.e.: investigate grievances, attend investigatory meetings and/or due process hearings, participate in collective bargaining, arbitration and/or an administrative hearing,

labor relations interactions with the County, representation and Association support related to officer involved shootings and/or traumatic use of force incidents, matters related to and/or associated with potential discipline); provided however that (1) these rights shall not be abused, and (2) on-duty Association representative(s) must notify their supervisor before prioritizing Association activity during hours of work, and (3) on-duty Association representative(s) may be asked to assist in obtaining shift coverage before prioritizing Association activity during work hours.

Section 11. Assessment of Fees to Nonmember.

The Association, as the exclusive representative of employees covered by this Agreement, may be required to represent a Nonmember of the Association and to incur costs and expend Association resources in so doing. Therefore, the parties recognize that the Association may assess and charge fees for such representation to any Nonmember. If a Nonmember fails to pay the Association costs/fees assessed to the Nonmember by the Association in connection with Association representation, the Association may use the legal process to assert its claims and collect amounts due to the Association. If a Nonmember and the Association enter into an agreement and written payroll withholding arrangement signed by the Association and the Nonmember which is intended to avoid collection litigation and garnishment of wages, the County will honor the Agreement and the payroll deductions thereby designated in writing to the extent and limits allowed by law.

ARTICLE 3 - MANAGEMENT RIGHTS

Except as expressly abridged by the terms of this Agreement, the County retains all the customary, usual and exclusive rights, decision-making prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the County or any part of it. The rights of employees in the bargaining unit and the Association hereunder are limited to those specifically set forth in this Agreement and in state and federal law, and the County retains all prerogatives, functions and rights not specifically limited by the specific terms of this Agreement. Except as required by **ORS 243.698 et seq.**, the County shall have no obligation to bargain with the Association with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, any subjects covered by the terms of this Agreement and closed to further bargaining for the term hereof, and any subject which was or might have been raised in the course of collective bargaining but is closed for the term hereof.

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

- (a) To determine the services to be rendered to the citizens of the County.
- (b) To determine and to follow the County's financial, budgetary and accounting procedures.
- (c) To direct and supervise all operations, functions and policies of the department in which the employees in the bargaining unit are employed and operations, functions, and policies in the remainder of the County as they may affect employees in the bargaining unit.
- (d) To close or liquidate any office, branch, operations or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.

- (e) To manage and direct the work force, including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, transfer within the same pay range and retain employees; the right to lay off; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies.
- (f) Except as abridged by this Agreement, the right to determine a lateral hire employee's pay step placement and paid leaves accrual placement.
- (g) To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
- (h) To establish, revise and implement standards for hiring, classification promotion, quality of work, safety, materials, equipment, appearance, methods, and procedures.
- (i) To implement new, and to revise or discard wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- (j) To assign and distribute work.
- (k) To assign shifts, workdays, hours of work, establish minimum staffing levels, and work locations.
- (l) To designate and to assign all work duties.
- (m) To introduce new duties and to revise job classifications and duties within the unit, provided the Association receive notice of changes to mandatory subjects of bargaining and are negotiated, if requested by the Association, prior to implementation.
- (n) To determine the need for and the qualifications of new employees, transfers, and promotions.
- (o) To discipline, suspend, demote, or discharge an employee for just cause.
- (p) To determine the need for additional educational courses, training programs, on-the-job training, and cross training and to assign employees to such duties for periods to be determined by the County.
- (q) To contract or subcontract work as may be determined by the County, provided that as to work which has been previously and regularly performed by employees in the bargaining unit, the County agrees to afford an opportunity for the Association to negotiate with it as to the effect of such action on employees in the unit prior to finalizing or implementing new decisions concerning such contracting or subcontracting.

The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or as set forth above, to bargaining during the term of this Agreement.

ARTICLE 4- SENIORITY, LAYOFF, BUMPING, RECALL

Section 1. Definition.

- (a) **Layoff.** For purposes of this Agreement, layoff shall be defined as a non-disciplinary separation from service for involuntary reasons other than resignation, not reflecting discredit on an employee.
- (b) **Sheriff's Office Seniority.** For purposes of this Agreement, Sheriffs Office Seniority shall mean the length of an employee's continuous service within the Sheriffs Office since his/her last date of hire.
- (c) **Classification Seniority** shall mean the length of an employee's continuous service within a classification.
- (d) **Part-time Seniority** - Part-time Seniority is based on rate of time worked. For example, a .5 FTE will be credited for six (6) months seniority per each year worked.

An employee shall not have any seniority until he/she completes the probationary period.

Section 2. Layoff.

- (a) The County will provide at least thirty (30) calendar days' written notice prior to any layoff of any "regular" employee represented by the Association. Upon the layoff of any "regular" employee, the work of all "non-regular" employees in the same classifications as laid off "regular" employees shall be offered to the laid off "regular" employee(s) before a "non-regular" employee may perform the work. Any "regular" employee in laid off status accepting "non-regular" work shall be paid and compensated as provided for the "non-regular" position assumed.
- (b) "Regular" employees will be laid off by classification and by classification seniority. The least senior employee(s) will be laid off in inverse order of seniority.
- (c) A laid off "regular" employee working "non-regular" employee work, will not be limited in hours/days worked, as set forth in Article 1 of this Agreement. It is the intent of the parties that a laid off "regular" employee working "non-regular" employee work be able to work as many hours/shifts as lawfully possible; however, this employee will only receive benefits as described in Article 1 of this Agreement, as provided by County policy, or as required by State law.

Section 3. Bumping Rights. An employee displaced from his/her job by reason of a layoff shall be entitled to bump the least senior remaining employees in a lower and previously held classification within their department or division based on seniority in that classification, provided that the employee is fully qualified to perform all the duties of the former classification.

Any employee having transferred divisions/departments prior to the ratification of this Agreement, shall retain their bumping rights held prior to the ratification of this Agreement

Section 4. Seniority List and Recall Rights. Employees shall be called back from layoff according to Classification Seniority in the classification from which they were laid off for twelve (12) months following the date of layoff, after which recall rights shall end. No new employee shall be hired in any classification until all employees who have been laid off from that classification for less than one (1) year have had an opportunity to return to work.

Section 5. Employee Responsibility. Employees shall keep the County informed of their current addresses. Any employee who has been laid-off and who fails to report to work within fourteen (14) working days after a certified letter is sent to his/her last known address, directing him/her to report to work shall be considered a voluntary quit. The County shall have fulfilled its obligation hereunder when it has sent notification to report to work to the last address given to it by the employee.

Section 6. Disabled Employees. Any employee who is temporarily physically disabled at the time of receiving notification and is not expected to be able to report within the fourteen (14) days set out in Section 5 above, shall provide a physician's certification as to the temporary disability and its expected duration and the person recalled shall further advise of the desire to remain subject to further recall for a period of up to six (6) months. The County shall then notify the next person on the recall list. If there is no one available for recall, the County may fill the positions in the regular fashion. The disabled employee who gives notice of temporary disability shall continue to be recalled for the next available openings that may occur within the six (6) months period as set forth in Section 5.

ARTICLE 5- STRIKES AND LOCKOUTS

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

Section 2. Return to Work. In the event of strike, work stoppage, slowdown, picketing, observance of picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately upon notification attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage, or by whether such subject matter is or is not subject to the grievance and arbitration provisions of this Agreement.

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

ARTICLE 6 - SETTLEMENT OF DISPUTES

Section 1. Determination of Merit. The provisions of this Article shall not be interpreted to require that the Association process any grievance through the grievance and arbitration procedure that it believes in good faith lacks sufficient merit. The Association may determine a grievance lacks sufficient merit prior to its filing, or at any time throughout the steps described in Section 2 of this article. Nothing in this section shall be interpreted to require the Association to make a determination of merit prior to the informal process in Section 2, or at any other step outlined in this article.

Section 2. Grievance Procedure. A grievance is defined as a complaint or concern arising out of an alleged violation of the provisions of this Agreement. An employee covered by this Agreement who has such a complaint or concern, and the Association, shall present the essence of the employee's complaint, concern or grievance informally and verbally to the division head within twenty (20) calendar days of knowledge of the occurrence in question; the division head shall have twenty (20) calendar days to respond and shall do so verbally and in writing to both the employee and the Association during a mutually-agreed to and scheduled meeting. When the Association presents a grievance, the Association shall notify the division head in writing that the informal process is proceeding under Article 6. If the matter is not resolved informally to the satisfaction of the Association, the matter shall be pursued in the following manner, which shall be the sole and exclusive method for the resolution of all grievances:

STEP 1: The Association shall put the grievance in writing and then present the issue to the employee's division head within twenty (20) calendar days of the division head's decision at the informal stage, in an effort to adjust the issue. The grievance document shall be signed and dated, and shall set forth a statement of the grievance and the alleged facts involved, including relevant dates, citation to the applicable provisions of the Agreement alleged to have been violated, and the relief sought. The division head shall respond in writing within twenty (20) calendar days of the discussion, excluding Saturday, Sunday and legal holidays.

STEP 2: In the event the matter is not resolved at STEP 1, if the Association wishes to pursue the matter further, the Association shall submit the grievance in writing to the Sheriff/Director or his designee within twenty (20) calendar days of the division head's Step 1 written response. The Sheriff/Director or his designee shall meet with the Association and shall provide a written response to the Association within twenty (20) calendar days of the date it was received by the Sheriff/Director.

STEP 3: If the grievance still remains unsettled after STEP 2 and the Association wishes to pursue the matter further, the Association shall submit the grievance in writing to the County Commissioners within twenty-eight (28) calendar days after the response in STEP 2 is given. Following the giving of such notice, the County Commissioners, or their designee and the representatives of the Association shall meet within twenty-eight (28) calendar days. The County Commissioners will give a written response to the grievance to the Association within twenty (20) calendar days.

STEP 4: If the grievance is still unsettled after completion of STEP 3 and the Association wishes to pursue the matter further, it shall, within twenty-eight (28) calendar days of the written response of the County Commissioners under Step 3, provide written notice to the County of its desire to refer the grievance to arbitration.

Section 3. Arbitration. Arbitrators shall be selected from a list of Oregon based and Washington based arbitrators maintained by the Oregon Employment Relations Board (ERB) for all arbitrations except law enforcement misconduct matters.

Non-Law Enforcement Misconduct Cases: Within ten (10) calendar days of the Association's written notice to the County the Association shall contact the ERB to obtain an arbitrator list from the ERB that the parties will use to select the arbitrator. The parties shall alternately strike names from the ERB arbitrator list, with the parties flipping a coin or medallion to determine the order of arbitral name strikes. When only one (1) name remains on the list, that name shall be that of the arbitrator. The designated arbitrator shall set a time and place for the hearing that is agreeable to both parties. Expenses for the arbitrator shall be borne by the losing party. However, each party shall be responsible for compensating its own witnesses and representatives. If either party desires a verbatim recording of the proceedings, it may cause such a recording to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. The arbitrator shall have authority to consider only a claim based on a specific provision of this Agreement and shall have no right to modify, detract from or add to this Agreement and shall base the decision and award exclusively on the contractual obligations inherent in this Agreement. Any decision of the arbitrator within the scope of this Agreement shall be final and binding upon the parties.

The selected arbitrator shall render a decision within thirty (30) calendar days of the close of the hearing unless extended by agreement of the parties.

If the arbitrator is faced with a question of arbitrability at the arbitration hearing, then the arbitrator shall be obligated to first hear arguments and evidence and decide that question. If the arbitrator affirmatively decides the question of arbitrability in favor of arbitration, then the arbitrator may hear arguments and evidence on the merits of the grievance. If requested by either the Association or the County, the hearing on the question(s) of arbitrability shall be held separately from any hearing on the merits of the grievance. The decision(s) of the arbitrator shall be binding on both parties to this Agreement.

Upon written mutual agreement by the Association and the County, at the conclusion of the evidentiary portion of the arbitration, the parties may agree to oral closing arguments in lieu of written closing briefs. If the parties mutually agree to oral closing arguments, the parties may also mutually agree, in writing, to have the arbitrator issue an oral bench decision. This decision by the parties must be exercised, in writing, prior to the start of the actual arbitration hearing. The oral bench decision shall be recorded and transcribed by the parties as the formal record of the arbitration. The arbitrator shall issue their oral bench decision within a reasonable time after the conclusion of the arbitration and within such time as the arbitrator and the parties agree.

Law Enforcement Misconduct cases: Selection of an arbitrator for cases of misconduct by a law enforcement officer proceeding under ORS 243.706(3), will follow the rules announced by the Employment Relations Board pursuant to HB 2930, and found in OAR 115-040-0034. The parties will contact ERB for the selection of an arbitrator within ten (10) calendar days of the Association's notice to the County. Aside from the selection of the arbitrator for law enforcement cases, the remainder of the provisions of this section apply to all arbitration cases.

Section 4. Time Limits. The time periods specified in this Article may be extended or modified by mutual written consent. Failure by the Association or the employee to comply with a specified time limitation shall be treated as an unsatisfactory disposition of the grievance. If the County fails to comply with the applicable specified time period, then the matter will advance to the next step.

Section 5. Resolution. Resolution of a grievance at any step of the procedure shall be final and binding upon the County, the Association, and the affected employee(s). Any resolution shall be reduced to writing and executed by a representative of each party.

ARTICLE 7 - PROBATIONARY PERIOD

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

Section 2. Newly Hired. Except as provided by Section 3, all newly hired Sergeants, shall serve a twelve (12) month probationary period. Upon successful completion of the probationary period, the employee shall become a regular full-time employee, and shall attain seniority in the Sergeant classification, retroactive to their date of hire.

Probationary employees, under this section, are not entitled to just cause protections per Article 8, Section 1, and are "at-will" employees subject to termination at any time during their probationary period.

Section 3. Promotional/Transfer Probation. Upon promotion or transfer to the Sergeant classification that does not require a new DPSST certification, the employee shall serve a six (6)-month probation in the new classification. Should the employee not make the adjustment in transfer or promotion, in the sole discretion of the Sheriff or designee, the employee shall be transferred back to their classification in the Division from which they promoted/transferred from if available, or another position, at the step on the wage scale that they were at upon the date of promotion or transfer to the Sergeant classification.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

Section 1. Disciplinary Measures. Disciplinary action shall be for just cause. Discipline includes the following steps and shall normally be progressive as outlined below but the disciplinary process may be entered at any step depending upon the severity of the incident causing the disciplinary action:

- A. Verbal reprimand, which may be documented in writing;
- B. Written reprimand;
- C. Reduction in pay;
- D. Suspension without pay;
- E. Demotion;
- F. Discharge.

Section 2. Employee and Association Representation Rights.

A. An employee shall have the right to have an Association representative present at any meeting or interview between the County and the employee that may lead to the imposition of a discipline greater than a verbal reprimand, including any fact-finding pre-disciplinary meetings that occur prior to the imposition of discipline.

B. The employee will be informed of their right to have an Association representative present and, pursuant to ORS 243.666, the County will make sure that the Association has been notified and offered the opportunity to participate in any meeting between the County and an employee that may lead to the imposition of discipline which is greater than a verbal reprimand.

C. If at any time during a meeting, between the County and an employee, that was held without an Association representative present and without the Association being notified about the meeting, it appears a more serious disciplinary problem or issue has developed, the County will immediately suspend the meeting and proceed in accordance with Sections 4 through 5 of this Article.

D. As a matter of practice, all meetings between the County and an Association-represented employee, that relate to discipline, shall be electronically recorded by the County and by the Association at its discretion. Upon request, a copy of the County/Association recordings shall be provided to the involved employee and/or the Association or County.

Section 3. Non-Economic Disciplinary Action.

A. Counseling is not disciplinary in nature.

B. Reprimands. If the County does not investigate an employee pursuant to Sections 4 through 5 below, then the most severe discipline the County can impose is either a verbal or a written reprimand.

An employee or the Association shall have the right to submit a written response/rebuttal to a verbal or written reprimand, which shall be maintained and/or transmitted with the record of discipline.

C. Effect of Verbal Reprimand. Verbal reprimands over one (1) year old shall not be a basis for progressive disciplinary actions. Verbal reprimands are not subject to grievance beyond Step 2.

D. Minor complaints (incidents for which no more than a verbal warning may result), which may be handled immediately when a representative is not readily available.

E. An employee or the Association shall have the right to submit a written response/rebuttal to a verbal or written reprimand, which shall be maintained and/or transmitted with the record of discipline.

Section 4. Due Process. The County shall not impose a reduction in pay, suspension without pay, demotion or discharge of a non-probationary employee without appropriate pre-disciplinary due process procedures as set forth in Section 4 and 6 of this Article.

A. Pre-disciplinary "due process" means written notice of the charges and the facts upon which the charges are based, notice of the maximum range of discipline under consideration, and an opportunity to meet with the decision maker or his/her designee.

B. At the time of the decision of the County to schedule a pre-disciplinary (Loudermill), the County shall provide the Association and the affected employee with all the information, materials and documents which the County relied upon and obtained during the investigation. Such information shall be provided to the Association, either by hand delivery, or if feasible, transmitted to the Association electronically, unless impractical to do so, in which case the parties will collaborate as to how the information will be transmitted to the Association.

C. If a grievance is filed, documents upon which the County has relied shall be provided to the Association and the affected employee. If a grievance is filed, the County shall have a continuing duty to provide any and all additional information about the investigation, the employee, and/or the discipline, to the Association.

Section 5. Avoidance of Embarrassment. If the County has reason to discipline an employee the County shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the general public. The Association shall also make a reasonable effort to ensure that any information the Association receives about a represented employee is not used to unduly embarrass the represented employee.

Section 6. General Procedures.

A. **Potential Discipline Situations.** Any employee who becomes subject to an investigation concerning an act which, if proven, could reasonably result in disciplinary action involving loss of pay or dismissal, will be afforded the following safeguards:

1. The employee and the Association will be informed that a formal investigation is commencing within seventy-two (72) hours of the County's initiation of the formal investigation, unless the employee is under investigation for violation of the Controlled Substance Act, or violations which are punishable as felonies or misdemeanors under law, or if doing so would jeopardize either the criminal or administrative investigation.

2. At least seventy-two (72) hours prior to a disciplinary interview by the County of an employee, the result of which could be that the County may impose an economic sanction upon the employee as a result of the underlying incident, the employee and the Association will be informed, in writing, of the nature of the investigation and the specific allegations, policies, procedures and/or laws which form the basis for the investigation at that time (See **Exhibit C** which is an example); the employee will be afforded the opportunity to consult with an Association representative; and the employee and the Association will be provided all available materials the County possesses, at that time, related to the investigation.
3. With regard to Section 6.A. numbers 1 and 2 above, when releasing information to the employee and the Association, the County may place conditions on disclosure of witness statements under circumstances where the conditions are warranted in order to limit risk of claims or aggravation of difficult circumstances in the work place or in the County's relationship with a victim. In such event, the County and the Association shall cooperate to meet appropriate investigative and due process needs.
4. The employee shall be allowed the right to have an Association representative present during the interview and any meeting(s) with the employee related to the investigation. The opportunity to have the Association representative present at the interview shall not delay the interview more than twenty-four (24) hours, unless the parties mutually agree to a longer extension
5. All interviews shall take place at Sheriffs Office/Community Corrections facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
6. The County shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, during contiguous times, or during an assigned administrative shift, except for emergencies. However, where the Sheriff or the designee or Community Correction's Director or designee is a party to the interview, the County may schedule the interview outside the employee's regular working hours as long as the appropriate overtime payments are made to the employee. Where an employee is working on a graveyard shift, the County will endeavor to conduct the interview contiguously to the employee's shift, and the appropriate overtime or irregular hours payments shall be made to the employee.
7. The employee will be directed to answer any questions specifically involving the non-criminal matter(s) under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America. All compelled investigatory interviews will include a *Garrity* notice to the employee.
8. The employee shall be entitled to such reasonable intermissions as may be requested for personal necessities.
9. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing

in this section shall prohibit the County from questioning the employee about information which is developed during the course of the interview.

10. The County shall electronically record the interview. A copy of the complete recording of the interview of the employee shall be furnished, upon request, to the Association. If the employee is subsequently re-interviewed, the prior interview(s) of the employee shall be transcribed and provided to the employee and the Association at least twenty-four (24) hours prior to the re-interview. If the interviewed employee is subsequently disciplined, and if the County or Association transcribes the recording, then a copy of the transcription shall be provided to the other party.
11. Interviews and investigations shall be concluded without unreasonable delay.
12. The employee and the Association shall be notified in writing of the results of any investigation, and for non-criminal investigations, those results must be presented in writing to the employee and the Association within six (6) months from discovery by the County of the basis of discipline. If not, the employee will be exonerated of all charges.
13. After discipline is imposed upon an employee, if and when any information related to the employee's discipline is transmitted to any prosecutor (Brady issue) and/or related to certification issues (DPSST), the same information shall be contemporaneously transmitted to the Association's legal counsel.

B. Use of Deadly Force Situations. Employees involved in the use of deadly force shall be advised of their rights to and shall be allowed to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement.

Interviews of "involved" officers from a deadly force incident shall be done in compliance with the County's "Officer Involved Shooting" protocol.

C. Section 8.5 of this Agreement shall not apply to a criminal investigation conducted by another law enforcement agency. This section shall not prevent informal inquiry following an event which will be formally investigated in order to ascertain what occurred to the best of the involved officer's ability to recall, provided however, that the County shall only rely upon the involved officer's formal interview statements for all administrative purposes.

ARTICLE 9 - HOURS OF WORK

Section 1. Regular Hours. The regular hours of work each day shall be consecutive except for interruptions for meal periods and rest periods.

Section 2. Workdays, Workweeks and Work Periods.

A The regular workweek will be designated by the Sheriff for each division of the Sheriffs Office and shall consist of one of the following: eight (8) consecutive hours per day for five (5) consecutive days followed by two (2) consecutive days off; or ten (10) consecutive hours per day for four (4) consecutive days followed by three (3) consecutive days off; or a 5-9/4-9 work schedule which is a fourteen (14)-day work period of eighty-one (81) hours wherein an employee works five (5) consecutive nine (9) consecutive-hour workdays followed by two (2) consecutive days off, followed by four (4) consecutive nine (9) consecutive-hour workdays followed by three (3) consecutive days off or any combination of two twelve (12) hour shifts and two eight (8) hour shifts over four consecutive days followed by three (3) consecutive days off.

B. As an alternate in the case of the **Corrections Division**, an alternating shift exists, see Exhibit B.

C. Selection of shift periods (that is, starting times and shift change roll-over days) is at the discretion of the Sheriffs Office. If shift periods are altered by the Sheriffs Office after the posting of the shift bid schedule or after the implementation of the seniority shift bid schedule, a new seniority shift bid shall occur for selection of the altered shift periods.

D. A workday is a twenty-four (24)-hour period commencing at the beginning of an employee's regularly scheduled work shift. A workweek is a seven (7) consecutive calendar day period commencing on the first calendar day of an employee's regularly scheduled workweek.

E. Nothing in this Article shall prevent the parties from entering into a mutually acceptable written agreement amending work hours and/or hour-related issues. Such an agreement shall be subject to the grievance procedure.

Section 3. Work Schedules.

A. All employees shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times. Work schedules showing the employee's shifts, workdays, and hours shall be posted to the Sheriffs Office scheduling software (currently PowerTime). It will be the employee's responsibility to check the software using any available method of access (work or private computer, cell phone app, etc.) to ensure they know their assigned hours of work. Except for emergency situations and for the duration of the emergency, changes in work schedules shall be posted seven (7) days prior to the effective date of the change. For the purposes of this paragraph "emergency" shall mean a sudden and urgent occasion for action or a pressing necessity, neither of which could have been reasonably anticipated to occur, and shall be accommodated by the Sheriffs Office by moving the least senior non-probationary employee(s) on the schedule, or by call back or holdover at overtime, or by overtime work.

B. At shift change, employees shall be paid for actual hours worked and overtime worked as required by the FLSA and this Agreement. At shift change, if the employee's work week changes, the employee

shall be paid for the shift change period based upon the work week (prior or successive) which produces the greater number of overtime hours. If the impact on an employee of the shift change is that the employee works fewer hours than the employee's regularly scheduled hours of work, then the employee shall be paid for hours actually worked; in addition and at the employee's election provided earned paid leave is available, an employee who so requests, prior to the pay period of the shift change, shall be paid the amount of the employee's regular salary based on regularly scheduled hours, and the difference shall be charged to the employee's chosen paid leave balance, except sick leave, unless an employee is sick, on FMLA/OFLA or as allowed by law.

C. The County will administer daylight savings time by either authorizing overtime when the time changes backwards one (1) hour in the fall, causing the employee to work additional time, or by paying the employee for the actual hours worked, at the appropriate regular rate of pay, when the time changes forward one (1) hour in the spring, or in the spring, at the election of the employee, one (1) hour of accrued vacation may be used.

Section 4. Rest Periods. A paid rest period of fifteen (15) minutes shall be permitted for all employees during each half shift, except those individuals working a twelve (12) hour or ten (10) hour shift shall receive an additional rest period of fifteen (15) minutes; rest periods shall be scheduled in accordance with the operating requirements of each officer's duties.

Section 5. Meal Periods. Employees working more than six (6) hours per shift, and less than twelve (12) hours per shift shall be entitled to one (1) meal period per shift. Employees working a twelve (12) hour shift shall be entitled to two (2) meal periods per shift. Consistent with Bureau of Labor and Industry regulations and Sheriff's Office needs, lunch periods will be unpaid, unless the employee is required to stay on-site and is not relieved of all work duties while on the meal break. If a community corrections, dispatch, or corrections employee is required to stay on-site and is not relieved of all work duties, the meal period will be paid and a meal will be provided upon request. Bureau of Labor and Industry regulations require a meal period of not less than thirty (30) minutes. The length of the meal period will be determined by the Sheriff or his designee, and shall occur near the middle of the work shift. The lunch period for employees working a twelve (12)-hour shift shall occur near the middle of the first (1st) half, and the middle of the second (2nd) half of the shift.

Section 6. Guarantee of Hours Worked. No provision of this Agreement shall be construed as establishing or inferring a guarantee of any number of hours of work or pay per day or per week.

Section 7. Shift/Days Off Seniority Bidding.

A. A proposed successor work schedule and seniority bid list shall be posted no later than September 1 of each year. A shift/work schedule to include days off shall be determined and posted by the Sheriff's Office not later than thirty (30) days prior to the beginning of the upcoming work schedule rotation. Employees in each division shall be entitled to seniority bid for their work schedule each October, for the following calendar year.

B. The seniority shift bid schedule cycles shall be the calendar year broken into three (3) or four (4) month shift cycles, based off divisional needs, which begin three (3) or four (4) times each year in January, May and September (3 times) or January, April, July and October (4 times). During the rollover of shifts (shift change), it may be necessary for the Sheriff to assign paid administrative time off to an employee.

During the rollover of shifts (shift change), any overtime associated with the shift change shall be paid as overtime for the rollover as set forth in Section 9.3.C above.

C. A shift/work schedule to include days off shall be utilized by employees within each Division. Shift and work schedule bidding will be granted by date hired into the Sergeant classification. Seniority may not be used to bid the same shift more than two (2) consecutive times. Shifts will be divided into grave, day, swing, and relief; or in the case of twelve (12)-hour shifts will be divided into day and night. Only one Sergeant may bid for each shift.

D. Any employee who has not bid within the time specified in the Shift Bid Sheet for the upcoming calendar year shall, either during the Preliminary and/or Final Shift Bid process (Section H below), shall forfeit their shift bid and have their work shift assigned for the upcoming calendar year. The Association shall be responsible to ensure timely bidding by Association represented employees during the preliminary and final bids. The UCSO and UCCC shall ensure that results of annual seniority shift bidding work schedule are posted within fourteen (14) days of completion of bidding.

E. Seniority Shift Re-Bids and/or Mid-Shift Placements.

1. An employee, who voluntarily leaves a special assignment prior to the agreed-upon separation date associated with the employee's special assignment and who returns to work in a position which bids for shifts, shall be placed into a shift slot (days off/shift) by management based upon a good faith analysis of operational and/or personnel needs.

2. An employee who is removed from a special assignment or whose special assignment position is eliminated, and who returns to work in a position which bids for shifts, shall be allowed to exercise their seniority to select a shift slot (days off/shift) that the employee would have been able to bid into during the Annual Shift Bid.

F. Re-Bidding. If a vacant shift slot is projected to be available prior to the next shift rotation, the Association and the management may mutually agree to a timely re-bid to be effective at the next shift rotation and/or for the remainder of the calendar year.

G. Shift Trades. Employees may apply for shift trades in writing to their supervisor that, if approved, produce no obligation for the County to pay overtime. A shift rotation trade form is available. If employees want to trade, each person is required to fill out the form and submit it to the division head or designee no later than a week following the bidding date. Any shift rotation trades will be considered at that time, and are subject to approval by management.

H. Preliminary and Final Shift Bid.

1. **Preliminary Shift Bid:** Shift Bid Sheets, by Division, shall be provided to employees and the Association no later than September 1st of each year. The Shift Bid Sheets shall include the work schedule and seniority bid list, along with the bid time scheduled for each employee to participate in the Final Shift Bid which occurs in October of each year. Once the Shift Bid sheets are received by the employees and the Association, the Association may conduct a preliminary and binding shift bid for each Division. Employees shall have the option to participate in the Preliminary Bid process. If an employee elects to not participate in the Preliminary Shift bid, they will be skipped in the Preliminary Seniority Shift Bid and

will then participate in the Final Seniority Shift Bid process for any remaining shifts available. The employee may not bid for shifts already taken during this Preliminary bid. If a division decides, by majority vote, not to participate in the Preliminary Shift Bid Process, then the division can agree to forgo this process and only participate in the Final Shift Bid. If the UCLEA fails to facilitate a Preliminary Shift Bid in a division, then the employees of that division will participate in the Final Shift Bid process outlined below. During the Preliminary bid, employees shall have a reasonable amount of time to complete their shift bid before the bid is passed to the next employee in order of seniority, as determined by the UCLEA. Once the Preliminary bid is completed, the Association shall forward the results of the Preliminary Bid to the appropriate Divisions, and in no event, later than 30-days after receipt of the Shift Bid Sheets. Once the Divisions have received the Preliminary Bid results, the Division Commanders shall review the results for compliance, and if in compliance, shall accept the results of the Preliminary Bid and shifts selected are binding. -If not approved, the Division Commander or designee will meet with the UCLEA to make any necessary changes and/or proceed with shift bidding. If all employees within a Division participate in the Preliminary Shift bid, there will not be a Final Shift bid held.

2. Final Shift Bid After the Preliminary Shift Bid, a Final Shift Bid shall be conducted for all employees who did not participate in the Preliminary Bid process outlined above (Subsection 1), or for all employees in a division that by majority vote opted not to conduct a Preliminary Shift Bid. Employees who fail to bid during the Preliminary bid (Subsection 1) or the Final shift bid process (Subsection 2), shall forfeit their right to bid for a shift and shall be assigned a remaining open shift by the Division Commander. If a division opts not to participate in a preliminary bid (Subsection 1), the Shift Bid Sheet will be provided to employees and the Association no later than September 1 of each year. The sheet will include the work schedule and seniority bid list, along with the bid time for each employee. Final Shift bidding will begin the first week in October of each year as determined by division commander. Each Final Shift Bid employee will be provided 30 minutes to bid in a Final Shift bid. Bids may be submitted by email or text, by proxy, or at any time before the Final Shift bid is due but not prior to the completion of the Preliminary Shift Bid. Once the Divisions have received the Final Bid results, the Division Commanders shall review the results for compliance, and if in compliance, shall accept the results of the Final Bid and shifts selected are binding. If not approved, the Division Commander or designee will meet with the UCLEA to make any necessary changes and/or proceed with shift bidding.

ARTICLE 10 - SICK LEAVE

Section 1. Accrual Rates. All employees accrue sick leave benefits as an insurance against the impact of illness or injury of the employee. Sick leave shall accrue at the rate of eight (8) hours per full calendar month of service. Less than full-time employees shall accrue sick leave on a pro rata basis. Accrual shall begin on the employee's most recent employment date. Sick leave accumulated prior to the date of execution of this Agreement shall be credited to each employee's accumulated sick leave. Sick leave may be accumulated to a total of two thousand (2000) hours.

Section 2. Utilization. An employee can use accrued sick leave when unable to perform work duties by reason of illness or injury, dental, medical, or vision appointment, exposure to a contagious disease requiring isolation, to care for a sick member of the employee's immediate family (as defined in Section 3 below), family emergency or bereavement of an immediate family member (as defined in Article 11 Section 2) or as allowed under ORS 653.616. Use of sick leave for a family emergency involving a serious health condition or bereavement where the employee's presence is required shall be limited to two (2) days per incident, unless Oregon or Federal law otherwise requires. This limit may be extended with the approval of the Sheriff.

Section 3. Family Member Definition. Pursuant to ORS 659A.150(4), "Family member" means the spouse of an employee, the biological, adoptive or foster parent or child of the employee, the grandparent or grandchild of the employee, a parent-in-law of the employee or a person with whom the employee was or is in a relationship of in loco parentis. For the purpose of this benefit, the County agrees to further include brothers, sisters, stepparents or stepchildren of the employee and the registered domestic partner of the employee in the definition of "Family Member" as well as any other "Family Member" as defined in ORS 653.601. In relationships other than those above, under exceptional circumstances, such leave of absence may be granted by the Sheriff/Director.

Section 4. Retirement. Upon retirement, the County shall make available to the Public Employees Retirement System, the unused sick leave days computed into hours, to add to the gross amount of salary used in determining final average salary as defined in ORS 238.350 up to a maximum of 2000 hours.

Section 5. Health Care Verification. (1)(a) If an employee takes more than three (3) consecutive scheduled workdays of sick time for a purpose described in Article 10, Section 2, an employer may require the employee to provide verification from a health care provider of the need for the sick time, or certification of the need for leave for purposes of ORS 659A.272 as provided in ORS 659A.280.

(b) If the need for sick time is foreseeable and is projected to last more than three (3) scheduled workdays and an employee is required to provide notice under ORS 653.621, the employer may require that verification or certification be provided before the sick time commences or as soon as otherwise practicable.

(c) If the employee commences sick time without providing prior notice required by the employer under ORS 653.621:

(A) Health care verification shall be provided to the employer within fifteen (15) calendar days after the employer requests the verification; or

(B) Certification provided as specified in ORS 659A.280 shall be provided to the employer within a reasonable time after the employee receives the request for certification.

(2) The employer shall pay any reasonable costs for providing health care verification or certification required under this Section, including lost wages, that are not paid under a health benefit plan in which the employee is enrolled.

(3)(a) An employer may not require that the health care verification or certification required under this Section explain the nature of the illness or details related to the domestic violence, sexual assault, harassment, or stalking that necessitates the use of sick time.

(b) If an employer suspects that an employee is abusing sick time, including engaging in a pattern of abuse, the employer may require verification from a health care provider of the need of the employee to use sick time, regardless of whether the employee has used sick time for more than three (3) consecutive days. As used in this paragraph, "pattern of abuse" may include, but is not limited to, repeated use of unscheduled sick time on or adjacent to weekends, holidays, vacation days or paydays.

(4) Pursuant to ORS 659A.150. "Health care provider" means:

(a) A person who is primarily responsible for providing health care to an eligible employee or a family member of an eligible employee, who is performing within the scope of the person's professional license or certificate and who is:

(A) A physician licensed under ORS chapter 677;

(B) A physician assistant licensed under ORS 677.505 to 677.525;

(C) A dentist licensed under ORS 679.090;

(D) A psychologist licensed under ORS 675.030;

(E) An optometrist licensed under ORS 683.070;

(F) A naturopath licensed under ORS 685.080;

(G) A registered nurse licensed under ORS 678.050;

(H) A nurse practitioner certified under ORS 678.375;

(I) A direct entry midwife licensed under ORS 687.420;

(J) A licensed registered nurse who is certified by the Oregon State Board of Nursing as a nurse midwife nurse practitioner;

(K) A regulated social worker authorized to practice regulated social work under ORS 675.510 to 675.600; or

(L) A chiropractic physician licensed under ORS 684.054, but only to the extent the chiropractic physician provides treatment consisting of manual manipulation of the spine to correct a subluxation demonstrated to exist by X-rays.

(b) A person who is primarily responsible for the treatment of an eligible employee or a family member of an eligible employee solely through spiritual means, including but not limited to a Christian Science practitioner.

Section 6. Sick Leave Without Pay. Upon application by the employee, sick leave without pay may be granted by the County for the remaining period of disability after accrued sick leave, comp-time and vacation time has been exhausted. The County may require that the employee submit a certificate from a physician periodically during the period of such disability. Entitlement to such leave shall be as established under the Family Medical Leave Act and State Laws.

Section 7. Sick Leave Bonus. Employees who use less than twenty-four (24) hours of sick leave in an entire calendar year will receive vacation leave to reward the good attendance record each December 31, according to the following schedule:

Sick hours off per year	Vacation Leave
17-24	8 hours
9-16	16 hours
0-8	24 hours

To be eligible, employees must have been in a UCLEA benefitted position for the full calendar year. Part-time employees who are eligible shall have this bonus on a pro rata basis.

Section 8. Parental Leave. Parental leave shall be granted in accordance with the Umatilla County Personnel Policies related thereto and in effect at the time of ratification of this Agreement, and shall be in compliance with state and federal family leave laws.

Section 9. Hardship Leave. Employees may donate accumulated sick, vacation or compensatory leave to an employee who, as a result of a serious injury or illness, is about to exhaust or has exhausted his/her accumulated sick, vacation, and compensatory leaves. An employee may donate no more than eight (8) hours of sick leave per calendar year. Each year, an employee may receive no more than twelve (12) weeks of donated leave.

The donated leave shall be donated in increments of four (4) hours and the number of hours of donated leave will be credited to the sick leave account of the employee to whom they are donated. Applications for Hardship Leave must be approved in accordance with County Policy 4.3 before any donations may be made.

Employees will at no time solicit donations. Donations must be received consecutively, and should a pay period end with the employee in a no-pay status and no additional donations pending, additional time may not be donated.

Section 10. High Absenteeism. The High Absenteeism Program is set forth in Appendix B.

ARTICLE 11- BEREAVEMENT LEAVE

Section 1. Eligibility and Accumulation. Employees shall receive one work week or five (5) working days (no more than 40 hours) bereavement leave, to be taken for the purposes specified in Section 2 of this Article. Bereavement leave shall not accumulate or carry over from year to year.

Section 2. Utilization. Employees may utilize bereavement leave in the event of death in the immediate family of the employee, to make household adjustments orto attend funeral/memorial services.

The list of covered family members will follow the Oregon Sick Leave Law, Paid Leave Oregon and/or Family Medical Leave Act. The following is representative of the current covered family members as of contract ratification.

The definition of a "family member" under OFLA for bereavement includes:

- A spouse or domestic partner;
- A child of a covered individual or the child's spouse or domestic partner;
- A parent of a covered individual or the parent's spouse or domestic partner;
- A sibling or stepsibling of a covered individual or the sibling's or stepsibling's spouse or domestic partner;
- A grandparent of a covered individual or the grandparent's spouse or domestic partner;
- A grandchild of a covered individual or the grandchild's spouse or domestic partner'
- Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.

ARTICLE 12 - OTHER LEAVES OF ABSENCE

Section 1. Criteria and Procedure.

- (a) Leaves of absence without pay not to exceed ninety (90) calendar days may be granted upon establishment of a reasonable justification therefore in instances where the work of the Sheriff's Office will not be seriously handicapped by the temporary absence of the employee. Requests for such leaves must be in writing. Normally, such leave will not be approved for an employee for the purpose of accepting employment outside the service of the County.
- (b) Employees may not use LWOP (leave without pay) for time off when the employee has no available leave accruals, except when LWOP is provided for by State and/or Federal law, or is approved long-term LWOP per County Policy or this Agreement.
- (c) An employee on unauthorized LWOP will be subject to discipline in accordance with Article 8 of this Agreement.

Section 2. Jury Duty. Employees shall be granted leave with pay for service upon a jury; provided, however, that the fee paid to such an employee for the period of absence shall be paid to the General Fund of the County (mileage reimbursement excluded), and upon being excused from jury service for any day an employee shall immediately contact the Sheriff/Director or his designee for assignment for the remainder of his or her regular workday. Should time spent on jury duty cause the employee to be unfit for that night's duty due to fatigue, the employee may request and may be granted use of available vacation or compensatory leave for that shift.

Section 3. Appearance. Leave using appropriate accrued paid leave shall be granted for a non-duty related appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority.

Section 4. Required Court Appearance. Required court appearances in connection with an employee's assigned duties, including the time required to travel to the court and return to the employee's headquarters shall be considered as hours worked. Any overtime resulting from such appearances shall be governed by Article 13, Compensation. Any fee paid to such an employee shall be paid to the General Fund of the County (mileage reimbursement excluded unless a County vehicle was used).

Section 5. Educational Leave.

- (a) After completing (1) year of continuous service, a full-time employee, upon written request, may be granted a leave of absence without pay by the Sheriff for the purpose of upgrading his/her professional ability through enrollment in educational courses related to his/her employment at an accredited school. The period of such leave of absence shall not exceed one (1) year, but may be renewed or extended upon request of the employee and approval by the Sheriff. One (1) year leaves of absence, with requested extensions, for educational purposes may not be provided more than once in any three (3) year period.
- (b) Employees may also be granted time off with pay for educational purposes, for reasonable lengths of time to attend conferences, seminars, briefing sessions, training programs, and other programs of a similar nature that are intended to improve or upgrade the employee's skill and

professional ability. The Sheriff shall approve or deny these requests or assignments based on the needs of the Sheriffs Office, and approvals, directives, or denials shall be communicated in writing to involved members of the bargaining unit, with accompanying reasons thereof.

(c) Notice of all DPSST-approved classes and other training opportunities received by the Sheriff shall be posted on the Sheriffs Office bulletin boards.

Section 6. Military Leave. Employees who absent themselves from work for a period of active service with the National Guard or a reserve component of Armed Forces of the United States shall have the terms of such leave governed by applicable provisions of State and Federal law.

Section 7. Association Leave. Members of the Association Executive Board of Directors shall be granted accrued leave, compensatory time, or leave of absence without pay at their request and with Sheriffs or his designee's approval.

Section 8. Paid Leave Oregon (PLO). Umatilla County will participate in the state paid leave program (Paid Leave Oregon). The County will pay for the required employer contribution to Paid Leave Oregon, and the employee will pay for the employee's contribution. Eligible employees will be allowed to take time off as provided by the law. If the employee's PLO leave is also eligible for protected leave under the Oregon Family Leave Act (OFLA) and/or the Family Medical Leave Act (FMLA), OFLA and/or FMLA leave must be taken concurrently with PLO leave. If the employee is on an approved PLO, the County will continue to pay its portion of the group health insurance premiums and the employee must continue to pay their share of the premium.

ARTICLE 13 - COMPENSATION

Section 1. Salary Schedule.

A. Employees shall be compensated in accordance with the salary schedule (**Exhibit A-1**) attached to this Agreement as adjusted from time to time per this section and this Agreement.

(1) Effective, and retroactive to July 1, 2024, all steps in Exhibit A-1 shall be adjusted by an across-the-board increase of four percent (4.0%).

(2) Effective, and retroactive to July 1, 2025, all steps in Exhibit A-1 shall be adjusted by an across-the-board increase of four percent (4.0%).

B. Exhibit A-1, as provided from the County to the Association and as attached to this Agreement, is incorporated into this Agreement as a revised salary schedule.

(1) Lateral Placement: This section applies to all DPSST covered positions. To qualify for lateral placement: 1) The employee must have served in the same/similar position/classification with another public safety agency; and 2) Have current DPSST certification. Accepted DPSST certification status is current or lapsed. Certification that has been suspended, revoked, expired or under review (UR) will not be accepted. Placement will be based upon their total years of experience within their current classification. The employee must have served in the same/similar position/classification with another public safety agency where there was no lapse in DPSST (or equivalent) certification before coming to UCSO. Lateral hires apply only to DPSST certified positions/classifications. For example, an employee who worked as a jail Sergeant for another agency, then moved to UCSO as a patrol Sergeant would not qualify for advance placement on the Exhibit A-1 salary schedule. This type of an employee must have been currently employed as a patrol Sergeant and have their current certification for the classification they are "lateraling" into. UCSO shall submit a request for lateral placement to the Association President or designee and to the Board of Commissioners for approval. With approval of the Board of Commissioners a new lateral employee may be placed on the Exhibit A-1 salary schedule at a step for which they are qualified based on prior experience and tenure. The agreement must be provided to the Association President or designee.

Section 2. Pay Periods. Employees shall be paid on the last day of each month. If the last day of the month falls on a Saturday, Sunday, or Holiday, employees will be paid on the last working day preceding the Saturday, Sunday, or Holiday.

Section 3. Call-back/Off-Duty Calls and On-Call.

A. Callback/Off-Duty Calls and On-Call Defined:

- a. Callback or Recall applies when a member is off duty after hours or using sick leave, vacation, holiday or compensatory time and is contacted by a client, partnering agency, or supervisor and is required to physically report to their duty station or other location to perform work.

- b. Off-Duty Calls applies when a member is off duty after hours or using sick leave, vacation, holiday or compensatory time and is contacted by a client, partnering agency, or supervisor and is required to respond to a phone call and/or perform work without having to physically report to their duty station or other location to perform work. Off-Duty calls include the time spent on phone calls and any associated work performed, as a result of the phone call, without having to physically report to a duty station or other location to perform the work or complete a task.
 - c. On-Call means that the employee must be able to respond to work within 30 minutes of being notified and therefore, may not travel to any location outside of a thirty (30) minute response window. The employee may not partake in any alcohol use during this *time* frame or use any medications that may affect their ability to respond to work. On-call is only during the period of time the employee is on call as part of the rotational on-call schedule with other Sergeants, Lieutenant and Captain.
- B. It is recognized that employees working irregular and/or unscheduled hours during their time off, in the performance of their duties, is sometimes required. When this occurs as defined above, the following compensation shall occur:
 - a. In instances of recall or callback (subsection (a) above) to the worksite, outside of an employee's regular shift hours, the Sergeant shall receive not less than two (2) hours' overtime pay at one and one-half (1-1/2) times his/her regular rate.
 - b. In instances of Off-Duty Calls (subsection (b) above) UCSO employees shall be paid overtime pay at one and one-half (1-1/2) times his/her regular rate, Phone calls which do not require return to the office do not qualify as call-back. Calls in duration of 7 minutes or more will be compensated as provided by Section 5 of this Article. Off-Duty calls must be documented and reported to the employee's supervisor within seventy-two (72) hours of occurrence. Multiple calls received within a single fifteen (15) minute time window will not constitute an additional fifteen (15) minutes to be earned for each call. If the amount of *time* on a call(s) exceeds the previously earned 15 minutes, then additional time will be earned for the length of the call(s) and associated work performed, and calculated to the nearest fifteen (15) minute increments thereafter. (Off-Duty calls when On-Call status are included in On-Call pay).
 - c. In instances of On-Call (subsection (c) above), the employee who is On-Call shall remain ready to respond to a specific location within thirty (30) minutes. The employee On-Call shall refrain from activities that would interfere with their ability to perform work, such as the consumption of alcohol, for the period of time he/she is On-Call. UCSO Sergeants shall receive \$600 per month during all time they are placed on the On Call rotation. (Phone calls taken during On-Call time are not compensated as an Off-Duty call, rather the On-Call pay of \$600 per month includes compensation for these phone calls). If a Sergeant is On-Call, and is required to respond to an incident, scene or duty station, the Sergeant will receive Call-Back pay *in* addition to On-Call pay.

Section 4. Overtime.

- A. Overtime shall be defined as hours of work in excess of forty (40) hours per work week as required by FLSA, except as amended for twelve (12)-hour shifts. In the case of twelve (12)-hour shifts, overtime

is defined as hours actually worked over one hundred sixty-eight (168) hours within a twenty-eight (28)-day work period as allowed by the FLSA (29 USC Sec. 207 (k)). In the case of a 5-9/4-9 work schedule, overtime is paid for hours worked in excess of thirty-six (36) hours of work in the 4-9 week, and overtime is paid for hours worked in excess of (45) hours of work in the 5-9 week.

B. Employees shall be compensated for all hours actually worked in excess of their regular work week, or FLSA work period if of a longer duration, at the overtime rate of pay.

C. Mandated hours of work annexed to an employee's regular work schedule, and in excess of the employee's regular scheduled work hours, shall be paid at the employee's regular overtime rate of pay, except when on leave without pay status during the work week or work period.

D. Distribution of Overtime. To the extent consistent with the operating needs of the Sheriff's Office, overtime work shall be distributed equally among employees with comparable skills within the same job classification as determined by the Sheriff or his designee. Overtime work shall be scheduled by the supervisors as deemed necessary to accomplish work schedules and to meet emergency needs.

E. Sergeants will receive overtime pay retroactive to July 1, 2024. The Parties have an Excel Spreadsheet that has been created to document the overtime amounts owed to each deputy, dating back to July 1, 2024. The parties agree to compensate deputies based on the Excel spreadsheet that was developed for this purpose.

Section 5. Mileage, Lodging: and Meals. The County's current travel and expense policy shall apply whenever an employee is required to report to school, seminars, and other approved events or functions, at any location other than his/her regular reporting location. With the approval of a supervisor, employees may request and shall receive an approximate per diem check for projected expenses before reporting to school, seminars, and other approved events or functions.

Section 6. Work Out of Classification. Any employee who is assigned in writing to temporarily carry out the duties and responsibilities not included in their regular position description, to a position or rank senior to that of his/her regular rank for a continuous period of longer than four (4) work weeks, shall be paid at the rate of such higher position or rank for the entire period so acting, retroactive to the first (1st) day worked.

Section 7. Certification Pay. In addition to, and based on the regular appropriate classification salary, employees will receive certification pay for DPSST certification in the discipline in which the employee is assigned, as follows:

- (a) Certification Pay of three percent (3%) for Intermediate, an additional four (4%) percent for Advanced, an additional three percent (3%) for Supervisory for a total of ten (10%) percent shall be added to the employee's regular monthly pay.
- (b) All certification requirements shall be based on DPSST criteria; should said DPSST criteria change both the Association and the County reserve the right to re-evaluate Section 9, Certification Pay, in part or in whole.
- (c) Should the Sheriff deem it necessary to change the classification assignment, on a permanent basis, for any employee the appropriate Certification Pay shall apply.

(d) It is the responsibility of an employee who has attained Intermediate, Advanced, or Supervisory Certification, to apply to the Sheriff, in writing with substantiating information for appropriate Certification Pay. The Sheriff shall respond within five (5) working days and shall make applicable adjustments on a Payroll Change Notice, effective with the next month's payroll.

Section 8. Bi-lingual. Employees who are qualified as bi-lingual in English and Spanish will receive a monthly premium of five percent (5%) of their regular base pay. "Qualified" is determined by the employee scoring 70% or above on the established Law Enforcement Bilingual test.

Section 9. Shift Differential. Employees whose bid shift is designated as swing or grave will receive a shift differential premium of twenty five dollars (\$25.00) per pay period. Swing shift is defined as any work shift that regularly is scheduled to work at least half the hour of work shift on or after 1600. Grave shift is defined as any work shift that regularly is scheduled to work at least half of the hour of the work shift on or after 0000.

Section 10. Travel. Travel outside the work shift for authorized training, conferences or seminars as a passenger in an airplane, train, boat, bus or automobile will be calculated as hours worked.

Section 11. Special Assignment Pay. Employees assigned as Detective or K-9 Deputy shall receive a pay differential premium of three percent (3%) of their base salary. Employees who are trained as a Crash Reconstruction Expert and/or DRE will receive a pay differential premium of three percent (3%) of their base salary, while performing those duties.

ARTICLE 14- HOLIDAYS

Section 1. Recognized Holidays. The following provisions shall be applicable relative to holidays:

(a) Holidays. The following shall be recognized as holidays:

1. New Year's Day, January 1
2. Martin Luther King, Jr.'s Birthday, in January
3. President's Day, Third Monday in February
4. Memorial Day, Last Monday in May
5. Juneteenth, June 19
6. Independence Day, July 4
7. Labor Day, First Monday in September
8. Veteran's Day, November 11
9. Thanksgiving Day, Fourth Thursday in November
10. Christmas Day, December 25
11. Every Holiday declared by the President of the United States, the Governor, and the Board of Commissioners.

(b) All hours worked on a holiday will be paid at one and one-half (1.5) times their regular rate of pay for regularly scheduled hours worked; and for call back and holdover hours, the rate of two and one-half (2.5) times the regular rate of pay. If an employee's regularly scheduled work day occurs on a holiday and the employee chooses to take that holiday off, then the employee must use earned leave. Office, transport, community corrections staff, full time assigned court security officer, and evidence technician shall take off holidays when the courthouse is closed and shall be paid for the recognized Section (I)(a) holidays off.

(c) Holiday pay applies to the twenty-four (24) hours of the calendar day on any above enumerated fixed holidays.

Section 2. Floating Holiday. After completion of twelve (12) months of employment, and on a fiscal year basis thereafter, regular full-time employees not employed in the Community Corrections Division shall be entitled to two (2) floating holidays with pay. Community Corrections employees shall be entitled to one (1) floating holiday with pay but shall receive an additional paid holiday each year on the day after Thanksgiving. Regular half-time and regular part-time employees shall be entitled to a proportionate Floating Holiday subject to the criteria in existence for regular full-time employees. Floating holiday time shall not be carried from one fiscal year to the next.

Section 3. Pay in lieu of Holidays. In lieu of the ten (10) holidays listed in Section 1(a) of this Article, each employee in a classification not listed in the second sentence of this Section shall have the equivalent of six (6) hours of pay per month contributed to the employee's HRA established under Article 16.4 of this Agreement. Office, transport, community corrections staff and evidence technician are ordinarily not scheduled to work on holidays and are not eligible for the six (6) hours of HRA holiday pay. For employees on "no-pay" status or who end their employment at the County this benefit shall be pro-rated.

ARTICLE 15 - VACATIONS

Section 1. Accrual Rates. Amount of Vacation and Eligibility Requirements. Employees covered by this Agreement shall accrue vacation according to the following schedule:

0 - 36 months	8 hours per month
37 - 72 months	10 hours per month
73 - 108 months	12 hours per month
109 - 144 months	14 hours per month
145 - 180 months	16 hours per month
181 months and over	18 hours per month

Provided however, that a newly hired employee shall not be entitled to accrue vacation until the completion of six (6) months of employment. During the seventh (7th) month of employment the employee shall be credited with vacation accruals for the first seven (7) months of employment.

- (a) Employees may take vacation credit as earned month by month subject to the approval of the supervisor after successful completion of twelve (12) months of employment for certified employees, and six (6) months of employment for non-certified or laterally hired employees following date of hire.
- (b) No employee shall receive vacation leave credits for any period of time which is leave without pay.
- (c) Regular part-time employees shall accrue vacation in an amount proportionate to that which would be accrued by full-time employees.
- (d) At the discretion of the UCSO, with approval of the Board of Commissioners, a new employee may be placed at a vacation accrual rate higher than the entry rate for which they are qualified based on prior experience and tenure. The agreement must be provided to the Association President or designee.

Section 2. Compensation. Vacation shall be compensated at the employee's regular rate of pay at the time the vacation is taken. Continuous service shall constitute service unbroken by separation from employment as a regular full-time employee in the Sheriffs Department.

Section 3. Preliminary and Final Vacation Scheduling. Each year, during the months of November through December, or once the shift bidding schedule is completed, all employees will electronically sign up for seniority bid vacation for the upcoming calendar year (January to December). The Sergeants will bid for vacation concurrently with the UCLEA Membership in their respective divisions based upon seniority of the division as a whole. The Sergeants do not wish to bid separately from the UCLEA members. When bidding for vacation, employees are eligible to bid for any dates between January 1st through December 31st each year, except for the following designated blackout dates:

Division

Blackout Dates

Communications

Roundup Week and 4th of July

Criminal

Fair week

The process for vacation bidding shall follow the procedures outlined below. Employees and the Association are obliged to do what is necessary in order to facilitate and expedite completion of the electronic seniority bid process on a timely basis.

i. **Preliminary Vacation Bid:** Vacation Bid Sheets, by Division, shall be provided to employees and the Association once the shift bidding schedule is completed. The Vacation Bid Sheets shall include the vacation schedule (January through December), and seniority bid list, along with the bid time scheduled for each employee. Once the Vacation Bid sheets are received by the employees and the Association and after the completion of the Shift Bid, the Association may conduct a preliminary vacation bid for each Division. Employees shall have the option to participate in the Preliminary Vacation Bid process. If an employee elects to not participate in the Preliminary Vacation bid, they will be skipped in the Preliminary Seniority Vacation Bid and will then participate in the Final Seniority Vacation Bid process for any remaining dates available. If a division decides, by majority, not to participate in the Preliminary Vacation Bid Process, then the division can agree to forgo this process and only participate in the Final Vacation Bid. If the UCLEA fails to facilitate a Preliminary Vacation Bid in a division, then the employees in that division will participate in the Final Vacation Bid. During the Preliminary Vacation bid, employees shall have a reasonable amount of time to complete their vacation bid before the bid is passed to the next employee in order of seniority, as determined by the UCLEA. Once the Preliminary bid is completed, the Association shall forward the results of the Preliminary Vacation Bid to the appropriate Divisions, and in no event, later than 30-days after receipt of the Vacation Bid Sheets. Once the Divisions have received the Preliminary Vacation Bid results, the Division Commanders shall review the Preliminary Bid for approval based upon the employees' seniority. Seniority bids shall take priority over subsequent requests for the same time periods. Vacation requests received under the Preliminary Vacation Bid process shall take priority over vacation requests received under the Final Vacation Bid process. If approved, vacations selected are binding. If not approved, the Division Commander or designee will meet with the UCLEA to make any necessary changes by mutual agreement.

ii. **Final Vacation Bid:** After the Preliminary Vacation Bid, a Final Vacation Bid shall be conducted for all employees who did not participate in the Preliminary Bid process outlined above, (Section 3i). Employees who did not participate in the Preliminary Bid, shall be eligible to participate in the final vacation bid process, based on seniority, for vacation, however, shall not bump vacation bids already taken in the Preliminary Bid. To the extent multiple vacation requests are received for the same block of dates, approval shall be given by seniority to those requests received during the preliminary bid, followed by those received in the final bid, by seniority. The first round of Final Vacation bidding will begin the first week after the completion of the Preliminary Vacation Bid. If there is a second round of Final Vacation bidding, it will begin no earlier than one week after the first round of Final Vacation bidding. Each employee will be provided 30 minutes to bid in the Final Vacation bid process. Bids may be submitted by email or text, by proxy, at any time before the Final Vacation bid is due, but not prior to the completion of the Preliminary Vacation Bid. The Division Commanders shall review the Final Vacation Bid for approval based upon the employees' seniority. If not approved, the Division Commander or designee will meet with the UCLEA to make any necessary changes by mutual agreement.

Employees who fail to participate in the Preliminary Vacation bid process and the Final Vacation bid process shall forfeit their vacation bid.

Proxies, telephone, email and other communication means may be collaboratively employed.

A. Once bid and approved based on seniority within each division, such bid vacation shall not be denied or cancelled except in the event of what the Sheriff or his designee determines to be an extreme and unforeseen emergency for which no practical alternative exists.

B. A vacation bid shall consist of a single block of consecutive days. Once all employees have had the opportunity to bid for one (1) block of vacation, additional bids shall be considered, one (1) bid per employee at a time, based on seniority of the employees who desire to bid for additional blocks of vacation.

C. Subject to section E, once bid, the employee shall take the bid time off and may not trade, provided the time off is on the books to take and has not been used prior to that time for some other purpose. Employees may not bid vacation for which they will not have sufficient accruals at the time of the scheduled vacation.

D. Once the vacation bids have been determined, thereafter vacation shall be granted or denied by division on a first come-first served basis. In order to provide sufficient notice to the Sheriff and employees who may be required to provide coverage, employees will endeavor to request vacation time off at least thirty (30) days in advance whenever the time requested consists of three (3) consecutive days or more

E. An employee may cancel their vacation request no later than seven (7) calendar days prior to the date of such vacation. When an unforeseen event arises that will interfere with their vacation, an employee may cancel their vacation request with supervisor approval.

Section 4. Termination or Death. Upon termination or death of an employee who has completed his/her probationary period and who is eligible to have a vacation balance, compensation for all accrued but unused vacation shall be paid to the employee or to the employee's surviving spouse if there be one, and otherwise to the employee's estate or to the trust entity or lawful heirs if probate is not required.

Section 5. Vacation Accrual Cap. An employee may carry up to a maximum of two hundred and forty (240) hours accrued vacation. In the event vacation time off is scheduled by an employee and approved, and thereafter cancelled due to any reason by the Sheriff or the Sheriff's designee, and the time off cannot be rescheduled prior to reaching the vacation cap, or if the employee is denied a request to take vacation, then the employee shall be authorized by the County to exceed the vacation cap subject to a written plan to use the vacation, which shall be submitted to the County by the Sheriff and the employee, in writing. A copy of the written plan shall be provided to the Association.

ARTICLE 16 - INSURANCE

Section 1. Health and Welfare. The County agrees to continue its present medical, dental and life insurance program for the term of this Agreement for all employees who are covered by this Agreement and who qualify under the terms of such programs, or a successor plan which is comparable on the whole.

In the event two (2) employees employed by the County are in the same immediate family, so as to be in the relationship of primary insured and dependent under such program, the County shall not be obligated to duplicate contributions or benefits for the same family unit.

Section 2. Premium Costs. For the term of this Agreement, the County agrees to pay ninety percent (90%) of the full cost of medical and dental insurance.

Part-time employees who are regularly assigned and scheduled to work at least twenty (20) hours, but less than thirty-two (32) hours, per week shall receive half benefits.

Section 3. Life Insurance. The County will maintain the current life insurance and AD&D coverage and pay the full cost thereof. The amount of coverage under these policies will be \$50,000.00.

Section 4. Health Reimbursement Account (HRA). The County will contribute, for each full-time employee not regularly scheduled to work holidays and not receiving the additional Article 14, Section 3, Pay in Lieu of Holidays, HRA contribution, into a County HRA, one hundred twenty five dollars (\$125.00) per month. The County will contribute, for each full-time employee regularly scheduled to work holidays and receiving the additional Article 14, Section 3, Pay in Lieu of Holidays, HRA contribution, into a County HRA, sixty (\$60.00) per month. For employees on "no-pay" status or who end their employment at the County this benefit shall be pro-rated.

HRA contributions shall be made on a pro rata basis for the benefit of employees who are regularly assigned and scheduled to work at least twenty (20) hours per week and who are eligible for health insurance benefits pursuant to the terms of this Agreement.

Funds paid into an HRA may be used for pre-retirement or post-retirement expenses qualified for reimbursement under the HRA plan, in accordance with laws and regulations applicable to such accounts.

Section 5. Section 125 Contribution. The Association hereby agrees, that the ten percent (10%) health insurance premium cost share paid by an employee shall be paid monthly by a Section 125 Plan automatic monthly payroll deduction.

ARTICLE 17 - RETIREMENT

Section 1. Retirement Plan. The County agrees to maintain its existing retirement plan during the term of this Agreement.

Section 2. Employee Contribution Pick-Up. For historical purposes, Umatilla County ceased withholding from employees' salaries the contributions required by ORS 237.071 effective July 1, 2000, and began to "pick-up," assume, and pay a six percent (6%) employee contribution to the Public Employees Retirement Fund for the employee members participating in the Public Employees Retirement System. Such "pick-up" or payment of the employee member contribution to the system shall continue for the life of this Agreement. The Association and the County agree that if ever, by any means, the Employer is prohibited from "picking-up" PERS the contribution, that amount, six percent (6%), shall immediately be converted to salary and the employees will self-pay their PERS.

ARTICLE 18 - GENERAL PROVISIONS

Section 1. Future Rules. It is agreed that no existing or new work rule or policy, procedure or directive (hereinafter "new rule") will be promulgated or implemented which is inconsistent with a specific provision of this Agreement, provided that the requirements of Oregon Law will always be paramount. All such new rules that have been or shall hereafter be reduced to writing shall be posted on the bulletin boards for a period of thirty (30) consecutive workdays (and/or disseminated electronically) and shall be furnished electronically to the Association. In the event the Association considers any such rule to be inconsistent with a specific provision of this Agreement, or otherwise wishes to discuss related matters, it shall so notify the Sheriff within fourteen (14) days following notice of the change or new rule. In such event, the new rule shall be discussed between the Sheriff and/or his/her designee and the Association Executive Board. If after such discussion the Association still believes that the new rule is inconsistent with the Agreement and the County still does not agree, the Association may elect to formalize a demand to bargain in accordance with Oregon law concerning any mandatory subject of bargaining or any mandatory impact.

Section 2. Vehicles. Employees will not be required to operate a vehicle that is unsafe or operating improperly. In addition, it is recognized that employees will not be required to transport a prisoner in a vehicle that is not equipped to prevent the prisoner from reaching outside the area to which he/she is confined. All patrol vehicles will be equipped with a locking gun rack. Vehicles purchased during the life of this Agreement will have air-conditioning, as will any other vehicle that is obtained by the Sheriffs Office and converted to permanent use within the Sheriffs Office.

Section 3. Weapons. Duty weapon ammunition will be provided by the County and shall be replaced when issued ammunition is used for qualification, and otherwise as needed. Training and qualification shall occur at least annually.

Section 4. Uniforms. Uniforms required to be worn by employees in the Sheriffs Office shall be furnished by the County. The County shall be responsible for the cleaning and maintenance of uniforms. The County shall issue each uniformed employee with at least three (3) uniforms. The County will provide each criminal, civil and corrections deputy with one (1) reimbursement of up to three hundred (\$300.00) each two (2) calendar years for the employee to purchase their own footwear. A detailed receipt must be delivered to the Finance Office within thirty (30) days of purchase. It will be the employee's responsibility

to maintain and provide the appropriate footwear for duty use, in accordance with the application uniform policy. Uniform items with identifiable insignia shall only be worn on-duty, to include home to work/work to home commutes.

Section 5. Repair or Replacement of Personal Property. The County shall replace or repair employees' personal property, which is authorized by the Sheriff for use on-duty, which is damaged or destroyed in the line of duty and for which other reimbursement is not received. Non-designer sunglasses are authorized. The County shall review and determine all claims that are made. Repair of property will occur only when it will put the property in as good a condition as it was immediately before the damage. In no event will any personal property be repaired or replaced if damaged through the negligence of the employee.

Section 6. Indemnity and Defense. The County shall provide indemnity and defense of the employee for any incident transpiring within the scope of his/her employment, at no cost to the employee, in accordance with the Oregon Tort Claims Act, subject only to the limitations stated in Oregon law.

Section 7. Physical Fitness Requirements. All employees who are required to attend the DPSST academy to become certified to perform their jobs shall be able to pass OrPAT standards applicable to the employee's classification, during DPSST Academy training. All employees must maintain a personal level of fitness that enables them to perform the essential function of their job classification.

Section 8. Drug Testing. Employees covered under this Agreement will be subject to the provisions of County Policy 2.7 "Drug Testing Policy."

Section 9. Filling Vacancies.

- (a) **Posting of Vacancies.** The employer will post at worksites all open bargaining unit positions for a period of two (2) calendar weeks, except for entry level positions which the County is opening for outside recruitment. Current bargaining unit members shall have the right to apply for such positions. The County may simultaneously advertise externally.
- (b) **Promotions.** It shall be the County's intent to provide reasonable promotional opportunity to all bargaining unit members.
- (c) **Transfers.** An employee may transfer or be transferred from one (1) position to another that is open in the same classification. To voluntarily transfer the employee must make application for and must meet the minimum and special qualifications of the positions. An involuntary transfer would not require a residence location.

Section 10. No Discrimination. Individual Rights and Association Membership. The County and the Association jointly agree that they will not illegally discriminate against any person or persons on the grounds of race, color, religion, sex, national origin, marital status, age, expunged juvenile record, family relations, association with anyone in a protected class, mental or physical handicap or application for Workers' Compensation benefits in employment practices, work duties or contractual arrangements.

Section 11. Legal Expense Reimbursement. The Association shall take steps periodically necessary to ensure [NOTE: this word is corrected as of 080620 review by MJM] that all employees represented by

the Association shall be enrolled as participants for benefits and coverage provided by the Legal Defense Fund of the Peace Officers Research Association of California. In addition, eligible enrollees include supervisors and command level personnel of the Sheriff's Office and Community Corrections Department.

During the first calendar week of December, March, June and September of each year, the County and Association shall cooperate to ascertain the amount due to PORAC by reason of participants' enrollment in coverage of Plant II relating to services and representation in civil and criminal actions. The County shall pay to the Association the full amount of such costs during the first half of such months in order to enable the Association to remit full costs to PORAC on or before the due dates of December 31, March 31, June 30 and September 30, but in no event shall the County be required to pay more than six dollars and fifty cents (\$6.50) per month per Association-represented employee covered by the benefit.

In accord with PORAC rules, employees in classifications represented by the Association, who choose to not be members of the Association, are not eligible for PORAC coverage and the County will not remit monies to the Association for coverage of these employees by PORAC.

Section 12. Equipment Issue. The parties have negotiated and executed a written memorandum of agreement (MOA) which is attached as **Exhibit D** and included by reference into this Agreement. This MOA will list the enumerated standard issue items including uniforms and equipment.

The County will furnish body armor to each employee who is required to wear body armor as a regular part of the performance of duty. Body armor shall be replaced according to the manufacturer's specifications. Corrections and Community Corrections employees who do not regularly wear body armor, will have available for issue, as needed, tactical body armor vests which fit the employee.

ARTICLE 19 - PERSONNEL RECORDS

Section 1. Access. Each employee shall have the right to review the contents of his/her own personnel file, and with the Association, to obtain a single copy of relevant portions, at no cost, in the event the employee or the Association is engaged in pending discipline or a pending labor relations matter. At the employee's option, the employee may request to be accompanied by an Association representative of his/her choosing in order to inspect the record. An employee leaving the employ of the Sheriff's Office may obtain a copy of the employee's personnel file as of the date of separation.

Section 2. Confidentiality. Access to and use of an employee's personnel file shall be limited to only the individual employee involved, to the Association representative in connection with an Association-based reason, and to County and Sheriff representatives for County business reasons, and shall not otherwise be disclosed except as provided for by Oregon public records law.

Section 3. Critical Material. No material, which in any form can be construed, interpreted or acknowledged to be derogatory towards the employee, shall be placed in an employee's personnel record that does not bear either the signature of the employee indicating that he/she has been shown the material or a statement by the employee's supervisor that the employee has been shown the material and has refused to sign it.

The County shall maintain records which are accurate, timely and relevant to County purposes. An employee may request removal of discipline documentation on the basis that the record is no longer timely, relevant or accurate. In the event disciplinary documentation of non-economic discipline, which is older than twelve (12) months, is the subject of such a request, it shall be removed if there has been no subsequent recurrence of the underlying conduct and no other discipline during that time. In the event disciplinary documentation related to a suspension of five (5) days or less, which is older than thirty-six (36) months, is the subject of such a request, it shall be removed if there have been no subsequent recurrences of the underlying or similar conduct and no other discipline during that time. Suspensions greater than five (5) days, and demotions are not subject to removal.

Section 4. Right to Respond. In addition to the employee and Association rights related to filing of grievances under this Agreement, an employee and the Association may submit a response to any letters of caution, warning or admonishment, or reprimand, which shall be placed with the related documentation in the personnel file. Such rebuttal shall be factual and shall not include counter charges.

Section 5. Permanent Records. All letters and material or commendations shall become a permanent part of the employee's personnel file and the employee shall be furnished a copy of all such material at the time it is placed in the personnel file.

ARTICLE 20-WORKERS' COMPENSATION

Section 1. Coverage. All employees of the Umatilla County Sheriffs Office will be covered under the Workers' Compensation laws of the State of Oregon. When an injury occurs in the course of employment, the County will, for the first one hundred eighty (180) days of time loss and temporary total disability, pay the difference between the payment received under workers' compensation and the employee's regular monthly salary without charging the employee's sick leave bank. Thereafter, the County's obligation to pay under the sick leave section is limited to the difference between any payment received under the workers' compensation laws and the employee's regular gross salary as long as the employee has accrued available sick leave credits and remains in the County's employment. In such instances, the appropriate charges will be made against the employee's accrued available sick leave at the rate of the County's match until the sick leave is expended.

ARTICLE 21- SAVINGS CLAUSE AND FUNDING

Section 1. Savings Clause. Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter such decision shall apply only to the specific article, section or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

Section 2. Funding. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. All such wages and benefits are therefore contingent upon sources of revenue and annual budget approval. The County has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget requests pursuant to established budget procedures. This Section 2 and the County's action there under shall not be subject to Article 6, Settlement of Disputes.

ARTICLE 22 - TERMS OF AGREEMENT

A. Except where otherwise specifically stated, this Agreement shall be effective from the date of ratification, and shall remain in full force and effect through the 30th day of June 2026; provided that either or the parties may give written notice to the other on or about November 30, 2025, of their desire to open negotiations of the Agreement set to expire June 30, 2026. In the event that neither party gives notice, then the Agreement shall automatically renew for an additional one (1)-year period. In the event that notice is given, negotiations shall not begin later than thirty (30) days from the notice.

B. This Agreement shall remain in full force and effect during the period of negotiations.

DATED this 15 day of OCTOBER 2025.

**UMATILLA COUNTY LAW
ENFORCEMENT ASSOCIATION**

[Signature]

[Signature]

Calvin Mead, Negotiation Team

[Signature]

[Signature], Negotiation Team

[Signature]

Cody Marcum, Negotiation Team

[Signature]

Jon Roberts, Negotiation Team

**UMATILLA COUNTY
BOARD OF COMMISSIONERS**

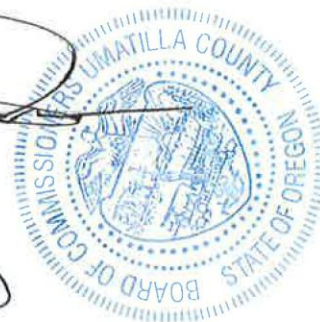
[Signature]
Celinda A. Timmons, Chair

[Signature]

John M. Shafer, Commissioner

[Signature]

Dan Dorran, Commissioner



[Signature]

Terry Kowen, Sheriff

REVIEWED AS TO FORM:

[Signature]

Traci Anderson
General Counsel for Association

[Signature]

Douglas R. Olsen
Umatilla County Counsel

EXHIBIT A-1 - Salary Schedule

SERGEANT SCHEDULE- 2024 APPLIED 4% INCREASE			SERGEANT SCHEDULE - 2024 APPLIED 4% INCREASE			
	4%COLA					
	4%	Sten 1	Steo2	Steo3	Sten4	Sten 5
	RANGE	PROBATION	AFTER6MTHS	1 to3 YRS	4TO6YRS	7TO9YRS
			5%	5%	5%	5%
Ser2eants - Criminal, Dispatch, Jail	32	7436.00	7808.00	8198.00	8608.00	9038.00
		89232.00	93696.00	98376.00	103296.00	108456.00
		42.90	45.05	47.30	49.66	52.14

SERGEANT SCHEDULE - 2025 APPLIED 4% INCREASE			SERGEANT SCHEDULE- 2025 APPLIED 4% INCREASE			
	4%COLA					
	4%	Step 1	Step 2	Step 3	Step4	Step 5
	RANGE	PROBATION	AFTER6MTHS	1 to3 YRS	4TO6YRS	7TO9YRS
			5%	5%	5%	5%
Ser2eants - Criminal, Dispatch, Jail	32	7733.00	8120.00	8526.00	8952.00	9400.00
		92796.00	97440.00	102312.00	107424.00	112800.00
		44.61	46.85	49.19	51.65	54.23

Exhibit B (MOA "Blue Days")

MEMORANDUM OF AGREEMENT (MOA)

By and Between

Umatilla County Sheriff's Office and Umatilla County Law Enforcement Association (UCLEA)

Topic: Proposal for 12-hour shifts

Pursuant to Article 9, Section 2B/E, of the 2023-2026 Collective Bargaining Agreement (CBA) between the County and the Association, the parties have mutually agreed to the following proposal:

The Umatilla County Sheriff's Office and the UCLEA have agreed to alter the current Umatilla County Jail (UCJ) schedule of 8 hour shifts to 12 hour shifts. The 12 hour shifts include the removal of Personal Leave (PL) days as set out in Article 9, Section 2B of the CBA, and replacement of thirteen (13) shifts with a Blue Day (BO) per affected employee. BD's will be assigned by Administration at the beginning of each rotation.

Blue Days (BD) are defined as a scheduled 4-hour shift to be assigned to each affected staff member by the Administrative staff at the beginning of every 3-month rotation. Upon an affected member's arrival to work of their scheduled BO, they will be assigned their duty station by the OIC on shift. The duty stations may include, but are not limited to, Sub Station (working the floor), filing, Book In, control, becoming current on Mandatory Training, etc

The proposed schedule is for each affected staff member to work 12-hour shifts, with the removal of Personal Leave (PL) days and the addition of 13 scheduled Blue Days throughout the calendar year. BDs will be a scheduled 4-hour shift to be worked by the affected employee. If an affected employee arrives to work on their assigned BO and another staff member on their shift has called out from work, this will result in the affected staff member working the 12-hour shift 8 hours of which will be considered overtime.

The current 8-hour schedule equates to 2,080 averaged hours worked per affected staff member per calendar year. The proposed schedule change will result in a total of 2,080 averaged hours worked per affected staff member per calendar year.

Overtime will be paid out pursuant to Article 13, Section SA. Overtime is defined as hours actually worked over one hundred sixty-eight hours (168) within a twenty-eight (28) day work period as allowed by the FSLA (29 USC Sec. 207 (k)).

It is agreed, this 1st day of June, 2023



Blake Johlke, UCLEA President



Umatilla County Board of Commissioners Chair



Tz o n, Sheriff, Umatilla County



Kenny Fraqu, Captain, UCSO Corrections Div.

**EXHIBIT C-
MEMORANDUM**

DATE:

TO: Officer _____

CC: ----- ☐ UCLEA Representative

FROM: _____

SUBJECT: Internal Affairs Investigation number: _____
Internal Affairs Interview

This memorandum is written in accordance with Article 8 of the UCLEA Collective Bargaining Agreement. This memorandum is intended to inform you and the UCLEA that a formal Internal Affairs Investigation is commencing. This is also to inform you that you are the subject of this investigation.

Per the Collective Bargaining Agreement, and based on the information available at this time, you are informed that this investigation involves or is related to the following allegations, policies, procedures and laws:

Policies, Procedures and/or Laws Involved:

- Sheriffs Policy and Procedure Manual, Code of Conduct and Professional Ethics Standards, January 2000, sections:
 1. Cannon Two, subsection 2.2: Peace Officers shall truthfully, completely and impartially report, testify, and present evidence in all matters of an official nature.
 2. Cannon Four, subsection 4.8: Peace Officers shall not engage in any activity which would create a conflict of interest or would be in violation of any law.
 3. Cannon Four, subsection 4.9: Peace Officers shall at all times conduct themselves in a professional manner so as not to discredit their profession or the Department.
- Sheriffs Policy and Procedure Manual, General Order ____ , Accident Involving Department Vehicle.
- Oregon Revised Statute 811.700, Failure to Perform the Duties of a Driver When Property is Damaged.

Nature of Investigation and Specific Allegations:

This investigation relates to an accident you were involved in on or about ~~the~~ ----- ☐ between _____ and approximately ____ . The alleged violations stem from your conduct during and after this incident.

The first issue under investigation is that you were engaged in a meeting for your personal social purposes with a female in a public parking lot while on duty. This meeting occurred at the Movies on TV theater parking lot at a time when patrons and theater employees were present.

The second issue under investigation is that during the course of this meeting, there was a collision between the Sheriffs Office vehicle that you were driving and the vehicle of the female that you were meeting. This collision resulted in damage to the County vehicle. It is alleged that you failed to exchange vehicle information with the other involved person as required by Oregon Revised Statute 811.700. It is also alleged that you failed to follow Sheriffs Office General Order#____ , in that you did not notify dispatch of the collision and did not

immediately notify a supervisor and request that the supervisor respond to the scene to investigate the damage. You and the other driver then left the scene, which precluded any investigation of the scene by a supervisor or outside agency.

The third issue under investigation involves the statements that you made to Sergeant _____ after the collision. It is alleged that your initial statements to Sergeant _____ about the circumstances of your activities at the Movie Theater were misleading and may have been untruthful. It is also alleged that you were not forthcoming when Sergeant _____ met with you in his office after the collision, and that Sergeant _____ had to ask pointed, direct questions to obtain all of the details about the incident. This conduct, if proven, would constitute a violation of our Canons of ethics.

The final issue under investigation is that your use of department "on-duty time" to conduct personal social business with the female involved in this incident represents an ongoing pattern of poor decision making and unprofessional conduct that you have been verbally warned about and have been counseled in written form on at least _____ occasions over the last 12 months.

Interview:

This memorandum is also to advise you that you are directed to meet with _____ and _____ on Wednesday, _____, for a formal interview about the matters described above. This interview will take place at the Sheriffs Office. You have the option to consult with an Association representative before any interview and to have a representative with you during any interview.

You are advised that at this time you will be directed to truthfully and candidly respond to all questions put to you related to these matters, that you will be given Reverse Garrity warnings, that your failure to respond to questions as directed in a completely cooperative and forthcoming way will be regarded as a separate and independent basis for discipline, and that anything less than absolute truthfulness will constitute grounds for termination of your employment. The interview will be tape-recorded.

Exhibit D-

EXHIBIT D

UCLEA Issued Equipment and Uniforms

Page 1 of 4

Memorandum of Agreement (MOA)

By and Between;

Umatilla County Sheriffs Office (UCSO)

Umatilla County Law Enforcement Association (UCLEA)

Umatilla County Board of Commissioners (BOC)

Topic Issued Duty Equipment and Uniforms

Pursuant to Article 18, Section 12, of the 2023-2026 collective bargaining agreement (CBA) between Umatilla County and the UCLEA, the parties have met and mutually agreed to the following:

The Umatilla County Sheriff's Office shall provide and issue the duty gear, equipment, and uniforms as set forth in Attachment A of this document to all deputies who required these items, and are serving in the Criminal, Corrections Division, and in the Admin Services Division as Civil Deputies. The specified duty equipment and uniforms consist of standard items issued to deputies in the Criminal Division, Corrections Division, and to persons assigned as Civil Deputies in the Admin Services Division. Additional and/or other equipment items will be provided to deputies assigned as Detectives, and Transport deputies as needed for their particular assignments. The parties agree that all duty equipment issued items will be from reputable manufacturers and of good quality. All duty equipment items to be issued for current employees shall be completed and issued no later than December 1, 2022.

The department issued handguns will be of either .40 caliber or 9mm, and of a make and model in good standing in the law enforcement community. Department issued duty holsters for Criminal Division deputies will be such that the weapon may be holstered with the issued weapon light securely attached to the weapon. UCSO will also continue to issue rifles and shotguns, and/or other firearms as determined by departmental needs. All department issued firearms, (handguns, rifles, and shotguns) will be in compliance with the provisions of UC50 Policy 306 Firearms.

Deputies carrying firearms and ammunition on duty, other than the authorized department issued items at the implementation of this MOA, including personally owned firearms, may choose to continue to carry said firearms and ammunition provided they meet or exceed all the requirements of UCSO Policy 306 - Firearms. Deputies so choosing will be responsible for purchasing their own holsters and magazine pouches, which must be compatible with UCSO policy. Pursuant to UCSO Policy 306 1.7 - Ammunition, Members carrying personally owned authorized firearms of a caliber differing from department-issued firearms shall be responsible for obtaining fresh duty ammunition in accordance with the above, at their own expense. Deputies choosing to continue carrying their own firearms under this caveat may upgrade/replace said firearm with a similar department approved firearm after the implementation of this MOA.

Any deputy who chooses to cease carrying their personally owned firearms shall be issued and will carry the department issued firearms while on duty. All deputies hired subsequent to the implementation of this MOA shall be issued and will carry the department issued firearms while on duty.

Uniforms

The Sheriff's Office will continue to provide uniforms to its members, as listed in Article 18, Section 4 of the CBA, to wit: at least three (3) duty uniforms consisting of uniform shirts, uniform pants and all appropriate badges, patches, collar brass, etc. The Sheriff's Office will also continue to provide jackets, coats, hats, gloves, caps and other attire to its members.

The Sheriff's Office will continue to furnish body armor as stated in Article 18, Section 12 of the CBA, and replace accordingly. Personal protection items, including rubber gloves, safety glasses and CPR barriers will be available for use within the jail and at the patrol offices.

Agreed, this 7th day of July, 2023.



Terry L. Rowan, Umatilla County Sheriff



Blake Johlke, Presien0JCLEA



Dan Dorran, Chair, Umatilla County Board of Commissioners

ATTACHMENT "A" - Umatilla County Sheriff's Office

Items	Criminal	Detective	Corrections	Transport
Pants belt	1	1	1	1
Duty belt	1	1	1	1
Belt Keepers	4	4	4	4
Holster - light capable	1	1	1	1
Holster - non light capable		Available		
Double magazine case	1	1	1	1
Concealment holster		Available		
Concealment carry magazine and cuff case		Available		
Double cuff case	1 (choice)	1 (choice)	1 (choice)	+1 (choice)
Single cuff case	2 (choice)	2 (choice)	2 (choice)	+1 (choice)
Handcuffs	2	2	2	2
Handcuff key	1	1	1	1
Flashlight and rim!	1	1	1	1
Glove pouch	1	1	1	1
Badee holder		+1		Available
CPR mask with case	Available	Available	Available	Available
Pistol	1	1	1	
Magazines	3	3	3	
Pistol light	1	1	1	
Radio, case, and belt mount	1	1	1	
Body Armor	1	1	Available	

APPENDIX A TEMPORARY SPECIAL EMPLOYEES

UMATILLA COUNTY PERSONNEL POLICIES

Umatilla County Personnel Policies PERS Retirement

POLICY NUMBER: 4.7

EFFECTIVE: April 1, 2024

Revised Effective Dates: 1997, 2004, 2009, 2024

I. RETIREMENT PLAN

The County will maintain retirement plans for eligible employees, as follows:

A. Under the Oregon Public Employees Retirement System (PERS) for all eligible employees (e.g., generally, those who commenced public employment before August 28, 2003).

B. Under the Oregon Public Service Retirement Plan (OPSRP) for all eligible employees hired on or after August 29, 2003.

The eligibility requirements shall be those established in state law (e.g., ORS Chapter 238). Employees will be either PERS-Tier 1, PERS - Tier 2, or OPSRP members, depending on their eligibility under the applicable state laws.

The County will pay the 6% PERS/OPSRP employee contributions for all benefitted employees. Non-benefitted employees will be responsible for paying their own 6% employee contribution.

The rights of employees upon retirement or termination of service with the County shall be governed by the state law which applies at that time.

Employment or re-employment of PERS/OPSRP retirees by the County must be in compliance with all applicable PERS/OPSRP and IRS provisions.

II. WORK BACK AFTER RETIREMENT

Retirees may work for Umatilla County for an unlimited number of hours while continuing to receive their pension benefit through December 31, 2034, based on SB 1049 and updated HB 2296.

Retirees may continue to receive PERS retirement benefits (but not accrue any new retirement benefits) and;

Receive wages from your employer; and

Have no limitations to the number of hours you can work. Restrictions may apply if you retired early from PERS, or if you are receiving Social Security retirement benefits and have not reached "full retirement age" under Social Security.

*Note: You must have retired at or after "normal retirement age" (Tier One/Tier Two, OPSRP) or with 30 years of service (25 years for most Police and Fire members) to be eligible for unlimited retiree hours under SB 1049.

The existing, pre-SB 1049 limitations and exceptions continue to apply to early retirees that do not have a six-month break.

If you are a Tier One/Tier Two early retiree without a six-month break, you may be employed by a PERS-participating employer and continue to receive your retirement benefits as long as you do not work 1,040 hours or more in a calendar year.

If you are an OPSRP early retiree without a six-month break, you may be employed by a PERS- participating employer and continue to receive your retirement benefits as long as you do not work 600 hours or more in a calendar year.

If you retire/retired earlier than normal retirement age, you must have a complete break in all PERS-participating employment for at least six months in order to be eligible for unlimited retiree hours under SB 1049. Otherwise, the existing Tier One/Tier Two and OPSRP limits of working less than 1,040 and 600 hours, respectively, apply.

If you are receiving Social Security benefits and have not reached "full retirement age" (FRA) under Social Security, the Social Security Administration and PERS have additional limitations on your employment. If you have not reached FRA, you may need to limit your hours to stay within the income allowed under the annual Social Security income limits.

III. BENEFITED POSITIONS

This section does not apply to disability or early retirement.

A. CURRENT EMPLOYEES

Employees may retire in their PERS/OPSRP covered position and remain employed in their current capacity without interruption of wages, benefits, or service credit, subject to PERS rules and hour limitations.

On the last work day preceding the employee's PERS retirement date, employees will receive lump-sum payout of any vacation/comp/floating or birthday holiday time. Sick leave balances shall be retained and reported to PERS if applicable.

Umatilla County will continue to contribute to PERS as required by applicable state law.

B. NEW EMPLOYEES

PERS/OPSRP retirees who are hired into County benefitted positions will be subject to all Policy, Collective Bargaining Agreements (if applicable), wages, benefits, and accruals afforded to the position for which they are hired.

IT IS THE DUTY OF THE EMPLOYEE, AND NOT THE COUNTY, TO DETERMINE, MONITOR AND ASSURE THAT THE EMPLOYEE'S RIGHTS, DUTIES AND INTERESTS IN CONNECTION WITH THIS LIMITATION ARE PROTECTED, INCLUDING THE DUTY TO ASSURE THAT THEIR ALLOWED HOURS ARE NOT EXCEEDED.

IV. NON-REGULAR - NON-BENEFITTED POSITIONS

Employment consideration into a non-regular, non-benefitted position shall be contingent upon position availability and is not intended to take the place of regular Union negotiated positions.

A. CURRENT EMPLOYEES

Current regular benefitted employees who retire with PERS/OPSRP and wish re-employ into available/BCC approved positions working 1039 hours or less within the calendar year

DO NOT accrue any benefits, including medical/dental insurance, paid vacation, etc. However, they may exercise COBRA and other rights accrued as a result of prior employment.

B. NEW EMPLOYEES

PERS/OPSRP retirees who are hired into County non-benefitted positions will be subject to all Policy, Collective Bargaining Agreements (if applicable), and wage scale of the position. Employees working in this capacity will be compensated at Step 1 of the applicable salary schedule.

V. EMPLOYEE RESPONSIBILITIES

IT IS THE DUTY OF THE EMPLOYEE, AND NOT THE COUNTY, TO DETERMINE, MONITOR AND ASSURE THAT THE EMPLOYEE'S RIGHTS, DUTIES AND INTERESTS IN CONNECTION WITH THIS LIMITATION ARE PROTECTED, INCLUDING THE DUTY TO ASSURE THAT THEIR ALLOWED HOURS ARE NOT EXCEEDED.

Any PERS/OPSRP retiree shall submit a retirement work-back request with the County at least 60 days in advance of their retirement date. Employees are encouraged to give as much notice as possible. The application must be initiated with the Department Director in which the employee would be working.

letter must be approved by the Department Director and submitted to Human Resources including all relevant information regarding the position, original retirement date and anticipated work-back duration. If there are any changes to the work-back plan it should be immediately submitted to the Department Director and Human Resources.

In addition, the letter MUST state that the applicant has received and read a copy of this policy, understands it, and agrees to all provisions set forth therein.

☐ 4!t

BO ONERSBY
JOHN M. SHAFER, CHAIR

3-20-24



**APPENDIXB-
HIGH ABSENTEEISM PROGRAM**

- A. The ability to attend work regularly and with reliability is regarded as a job requirement. The County may examine the total sick leave usage of each employee periodically, as reported on a monthly benefits balances leave report (as reported by the Sheriff's Office or **HR**). This Report also shall be supplied to each Supervisor and the Association President or designee. If there is a reasonable belief based on objective and articulable facts that the use of sick time by an employee appears excessive, the County may examine the employee's sick leave reports and conduct an investigation pursuant to Article 8 in order to identify the cause(s) of the sick leave. When there is probable cause to believe that an employee's pattern of sick leave usage appears excessive, the County may require the employee to furnish a health care provider's (HCP) certificate for each incident of sick leave use that occurs in the future. This requirement shall be for a designated period of time not to exceed ninety (90) days and may be renewed if there is probable cause to believe that there continues to be a pattern of sick leave misuse by an employee.

B. High Absenteeism Criteria.

Employees' use of sick leave under a combination of the following factors of illustrative criteria may indicate a pattern of high absenteeism (subject to consideration of extenuating circumstances, such as family illness) and may constitute a reasonable belief as described in Section A above:

1. A zero balance of sick leave or unexplained sudden decline in a stable reserve balance.
2. Amount of usage above the yearly average for department personnel.
3. Employee return to work after showing signs of outdoor recreation (tan, wind or sun bums).
4. When incidents of usage indicate a pattern in conjunction with regular days off, vacation, compensatory time and holidays or other specific pattern usage, including absence in conjunction with undesirable tasks or in retaliation.
5. Employee's reasons are consistently vague or general.
6. Frequency of absences, unreported absences, one (1)-day absences, one (1)-hour (short) leave blocks at the start or end of the shift.
7. Factors not to be considered as excessive absenteeism are:
 - a. Pregnancy, surgery and/or health care provider-ordered confinement.
 - b. Workers' Compensation or non-compensable County-service connected occupational illness.

- c. Authorized leaves, unless the particular leave appears to be based on an inappropriate use of characterization of illness or disability.
- d. Protected status leave as allowed by State or Federal law.

C. Employees Responsibility Under Notification of Possible Misuse.

An employee who has been served with a notice of excessive absenteeism may be required to do the following:

- 1. Upon returning to work, certify in writing that the employee was ill or injured and unable to perform routine job functions, or facts upon which the claim of entitlement for sick leave is based.
- 2. Remain at home, at the location of treatment or therapy, or en route between these locations, unless released by the County for greater activity due to the nature of the illness or injury. Be available for call or visit by a supervisor.
- 3. Submit to a County-paid HCP evaluation by a HCP to determine the fitness for duty and the bona fides of the illness, injury or disability and/or prognosis for return to work at full or limited duty.
- 4. For incidents of sick leave, the employee shall provide to the County a HCP's certificate for each incident of illness as requested. Employees who fail to provide a HCP's certificate upon return to work from sick leave are subject to disciplinary action.

D. Disciplinary Action.

J

Pursuant to Article 8, appropriate disciplinary action available under this Agreement for the misuse of sick leave may be imposed. The parties recognize that, notwithstanding the County's sick leave plan, the ability of an employee to attend work regularly is a job requirement.

**Policy 417 attachment - Generative
AI Approved Platforms.pdf**

Generative AI Approved Platforms

Currently, the approved platforms for county employees use are:

- Google Gemini via the County's Google Workspace System. Use of a personal Gemini account is forbidden.
- Google Notebook LM via the County's Google Workspace System. Use of a personal Notebook LM account is forbidden.

Policy 342 attachment - 2 Parental Leave Request.pdf

PARENTAL LEAVE REQUEST

Employee's Name: _____

Employee's Department: _____

Pursuant to the PARENTAL LEAVE Policies I am hereby requesting that my PARENTAL LEAVE begin approximately on _____ and continue through approximately _____.

The purpose of my leave request is necessitated by:

_____ 1) The birth of a child, anticipated date to be _____

_____ 2) The adoption of a new child, under the age of six (6) years, anticipated date of physical custody to be _____.

You may be eligible for Pregnancy Disability Leave. You must notify Human Resources if you think you qualify for additional protected leave. Should such circumstance arise a new request must be made under the regular procedures.

Special Request Notations:

Thank you for your consideration.

Employee Signature

Date

HUMAN RESOURCES USE ONLY

Received completed form: _____

Responded to Employee: _____

INDEX / TOPICS