

AGREEMENT

BETWEEN

JACKSON COUNTY SHERIFF'S EMPLOYEES' ASSOCIATION

AND

JACKSON COUNTY, OREGON

July 1, 2023 through June 30, 2026

TABLE OF CONTENTS

AGREEMENT	1
PREAMBLE	2
ARTICLE 1 – RECOGNITION	3
1.1 EXCLUSIVE BARGAINING AGENT.	3
1.2 CONFIDENTIAL EMPLOYEES.....	3
1.3 EXTRA-HELP EMPLOYEES.	3
ARTICLE 2 - MANAGEMENT RIGHTS	4
ARTICLE 3 – HOURS OF WORK.....	5
3.1 WORK SHIFT.	5
3.2 MEAL AND REST PERIODS.	5
3.3 WORKWEEK ADJUSTMENTS.	5
3.4 OVERTIME.....	6
3.5 WORK SHIFT.	6
3.6 WORK SCHEDULE.	6
3.7 SHIFT ASSIGNMENTS.	6
3.8 SHIFT CHANGE.....	9
3.9 ADJUSTED-WORKWEEK.	9
3.10 COMPENSATORY TIME.	10
3.11 TWELVE HOUR SHIFTS FOR PATROL AND CORRECTION DEPUTIES.....	12
ARTICLE 4 - HOLIDAYS	14
4.1 HOLIDAYS.....	14
4.2 HOLIDAY COMPENSATION FOR TERMINATED EMPLOYEES.....	14
4.3 UNUSED HOLIDAYS REMAINING AT JUNE 30.....	14

4.4	LEAVES WITHOUT PAY.....	14
ARTICLE 5 - VACATION LEAVE		15
5.1	ACCRUAL.	15
5.2	ACCUMULATION.	15
5.3	CONTINUOUS SERVICE.....	16
5.4	TERMINATION OR DEATH.....	16
5.5	VACATION ACCRUAL DURING LEAVES WITHOUT PAY.....	16
5.6	VACATION SALES.	17
ARTICLE 6 - SICK LEAVE		18
6.1	ACCRUAL.	18
6.2	UTILIZATION.	18
6.3	ABSENCES COVERED BY WORKERS' COMPENSATION.....	18
6.4	NOTIFICATION OF SICK.	18
6.5	COMPASSIONATE LEAVE.....	19
6.6	IMMEDIATE FAMILY.	19
6.7	SICK LEAVE AND RE-EMPLOYMENT FOLLOWING LAY-OFF.....	20
ARTICLE 7 - OTHER LEAVES.....		21
7.1	JURY DUTY.	21
7.2	ABSENCE WITHOUT LEAVE.....	21
7.3	WITNESS FEES.....	21
7.4	LEAVE DONATION.	21
7.5	FAMILY MEDICAL LEAVE.....	21
ARTICLE 8 - FRINGE BENEFITS COVERED BY INSURANCE CONTRACTS		22
8.1	BENEFITS PROVIDED.....	22
8.2	SELECTION OF BENEFIT PROGRAM.	23

8.3	ASSOCIATION SELECTED BENEFIT PROGRAMS.	23
ARTICLE 9 - LIABILITY INSURANCE.....		24
9.1	PROVISION OF INSURANCE.	24
ARTICLE 10 - RETIREMENT		25
10.1	PLAN OPTIONS.	25
10.2	SICK LEAVE INTEGRATION.	25
10.3	OREGON PUBLIC SERVICE RETIREMENT PLAN.	25
10.4	HEALTH REIMBURSEMENT ARRANGEMENT/VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATION.....	25
ARTICLE 11 - JOB DESCRIPTION		27
11.1	JOB DESCRIPTION PREPARATION.....	27
11.2	JOB DESCRIPTIONS TO BE FURNISHED TO PERSONNEL.....	27
11.3	ESTABLISHMENT OF NEW CLASSIFICATIONS.....	27
ARTICLE 12 - DISCIPLINE AND DISCHARGE		28
12.1	DISCIPLINE.....	28
12.2	RELIEF FROM DUTY	28
12.3	DISCHARGE.....	28
12.4	CAUSE FOR DISCIPLINE.....	28
12.5	DISCIPLINARY RECORD.....	29
12.6	DISCIPLINE MATRIX	30
ARTICLE 13 - PERSONNEL FILE.....		31
13.1	INSPECTION.	31
13.2	EMPLOYEE SIGNATURE.....	31
13.3	EMPLOYEE RESPONSE.	31
ARTICLE 14 - SETTLEMENT OF DISPUTES.....		32
14.1	GRIEVANCE.	32

14.2	TIME LIMITS.	34
14.3	GRIEVANCE FILE.	34
14.4	EXPENSES.	34
ARTICLE 15 - GENERAL PROVISIONS		35
15.1	NO DISCRIMINATION.	35
15.2	ASSOCIATION DUES.	35
15.3	ASSOCIATION ACTIVITY.	35
15.4	DEPARTMENTAL POLICIES AND PROCEDURES.	35
15.5	MILEAGE REIMBURSEMENT.	35
15.6	ASSOCIATION ACCESS.	36
15.7	BULLETIN BOARDS.	36
15.8	UNIFORMS.	36
15.9	SENIORITY.	37
15.10	PERSONAL PROPERTY LOSS.	39
15.11	ASSOCIATION BUSINESS.	40
15.12	RECORDS CLERK ASSIGNMENTS.	40
15.13	WELLNESS.	41
15.14	SHERIFF OR THEIR DESIGNEE.	41
15.15	EXISTING CONDITIONS.	41
15.16	PROBATIONARY STATUS.	41
15.17	REIMBURSEMENT FOR TRAINING OF POLICE OFFICERS.	41
ARTICLE 16 – COMPENSATION		42
16.1	MAINTENANCE OF COMPENSATION PLAN.	42
16.2	ADMINISTRATION OF THE COMPENSATION PLAN.	42
16.3	MOVEMENT TO HIGHER CLASSIFICATION.	43

16.4	PROMOTIONS.....	43
16.5	PERFORMANCE STEP SALARY INCREASE.	43
16.6	PAY PERIODS.....	44
16.7	COURT TIME AND CALL-BACK.....	44
16.8	CERTIFICATION PAY.	44
16.9	DOG HANDLER.....	45
16.10	DETECTIVE PAY.....	45
16.11	LEAD DEPUTY AND CLERK PAY.	46
16.12	TRANSPORTATION PAY.....	46
16.13	DEFENSIVE TACTICS, FIREARMS, FIRST AID OR EMERGENCY VEHICLE OPERATIONS COURSE (“EVOC”) INSTRUCTOR ASSIGNMENT.....	46
16.14	PAYMENT OF CERTIFICATION AND INCENTIVE PAY.....	46
16.15	FOUL WEATHER GEAR.....	46
16.16	RESERVES/VOLUNTEERS.	46
16.17	EXTRA DUTY.	47
16.18	DIFFERENTIAL PAY FOR RECORDS CLERKS.....	47
16.19	FIELD TRAINING OFFICERS.	47
16.20	EXTRA COMPENSATION.....	47
16.21	FINAL PAYCHECK.	48
16.22	DIRECT DEPOSIT.....	48
16.23	MEDICAL EXAMINERS.....	48
16.24	DETECTIVE DIGITAL FORENSICS.....	48
ARTICLE 17 - SAVINGS CLAUSE		49
17.1	UNLAWFUL AND UNENFORCEABLE SECTIONS OF THIS AGREEMENT.....	49

ARTICLE 18 – TERM OF AGREEMENT	50
18.1 TERM OF AGREEMENT.....	50
18.2 NEGOTIATION PERIOD.....	50
ATTACHMENT A - SALARY SCHEDULE	51
ATTACHMENT B – SUMMARY OF BENEFITS AND COVERAGE	52

AGREEMENT

Between Jackson County, Oregon and the Jackson County Sheriffs Employees Association.

PREAMBLE

This Agreement is entered into by the Board of Commissioners for Jackson County, Oregon, and the Jackson County Sheriff, hereafter referred to as the "County," jointly on behalf of Jackson County and the Jackson County Sheriffs Employees Association representing certain employees within the Sheriff's Office of Jackson County, Medford, Oregon, hereafter referred to as "Association."

The purpose of the Agreement is to set forth those matters pertaining to the rates of pay, hours of work, working conditions, fringe benefits, and other conditions of employment. It is understood and agreed that there is a division of responsibility between the Board of Commissioners and the Sheriff of Jackson County, Oregon, in the administration of the County, as provided by Oregon Revised Statutes, and that the following articles, or portions thereof, are the responsibility of the Board or the Sheriff, in accordance with such statutes.

As used in the Agreement, "department" means the Jackson County Sheriff's Office.

The parties agree:

ARTICLE 1 – RECOGNITION

1.1 Exclusive Bargaining Agent.

The Board and the Sheriff, collectively referred to as the County, recognize the Association as the sole and exclusive bargaining agent for the purpose of negotiating on matters concerning salaries, wages, hours, working conditions, fringe benefits and other employment relations as defined in ORS 243.650(7) for all employees within the department, excluding supervisory, confidential, extra help or irregular part-time (on-call) employees.

1.2 Confidential Employees.

Confidential employees shall include the administrative staff for the Sheriff and any division supervisor.

1.3 Extra-Help Employees.

An extra-help employee shall be any employee working less than one thousand-forty (1040) hours in a calendar year. The hours may be extended up to an additional 520 hours in a calendar year upon agreement by the Association. Extra-help employees who work one thousand-forty (1040) or more hours without an extension, or one thousand five hundred and sixty (1560) hours with an extension, in a calendar year shall be terminated unless appointed as a regular employee. If the employee is appointed to a regular position as a result of exceeding the above limits, the appointment will be effective at the beginning of the next payroll period.

ARTICLE 2 - MANAGEMENT RIGHTS

It is recognized that an area of responsibility must be reserved to the employer if the County is to effectively serve the public. Except as specifically abridged in this Agreement or in accordance with the County's bargaining duties and responsibilities under the PECBA, it is recognized that the responsibilities of management are exclusively functions to be exercised by the County and are not subject to negotiation. By way of illustration and not of limitation, the following are listed as such management functions:

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

ARTICLE 3 – HOURS OF WORK

3.1 Work Shift.

3.1(a) Work Shift Generally. The work shift for employees shall consist of an eight (8) hour, eight and one-half (8.5) hour, nine (9) hour, ten (10) hour, or twelve (12) hour day, as determined solely by the Sheriff after consultation with the Association. The Sheriff's determination of the work shift shall not be subject to the Grievance Procedure set forth in this Agreement. Twelve (12) hour shifts shall be in accordance with Section 3.11.

3.1(b) Training assignments. The workday for all employees on a full-day training assignment shall be, at the sole discretion of the person providing the training, either:

- A. Nine (9) hours, with a one (1) hour unpaid lunch; or
- B. Eight (8) hours, with a one (1) hour paid lunch.

3.1(c) Workweek. The “workweek” starts on Monday and ends the following Sunday. The workweek shall consist of five (5) consecutive workdays followed by two (2) consecutive days off. The Sheriff also may with the Agreement of the Association, assign employees to an alternative workweek, as provided in Section 3.3 below.

3.2 Meal and Rest Periods.

3.2(a) Rest Periods. A rest period of fifteen (15) minutes shall be permitted for all employees during each half (1/2) shift, which shall be scheduled in accordance with the operating requirements of each employee's duties and shall be considered on-duty time. Records clerks shall be allowed to leave the building during both lunch breaks and rest periods.

3.2(b) Meal Periods for 8 Hour Personnel. The meal period for patrol and corrections officers assigned to an eight (8) hour day shall be thirty (30) minutes in length, which shall be on-duty time.

3.2(c) Meal Periods for 8½ Hour Personnel. The meal period for employees assigned to an eight and one-half (8½) hour day shall be no more than thirty (30) minutes in length and shall be considered off-duty time.

3.2(d) Meal Periods for 9 Hour Personnel. The meal period for employees assigned to nine (9) hour days shall be no more than sixty (60) minutes in length and shall be considered off-duty time.

3.2(e) Meal Periods for 10 Hour Personnel. The meal period for employees assigned to ten (10) hour days shall be thirty (30) minutes which shall be on duty time.

3.3 Workweek Adjustments.

Based upon the operating needs of the department, the Sheriff may assign employees to an alternative shift configuration. Such shift changes shall be posted fourteen (14) days in advance consistent with the provisions of the agreement. If the department adopts an alternative shift

configuration, it will negotiate the impact of such with the Association. Institution or discontinuation of a particular shift pattern shall be at the discretion of the Sheriff. In such event no less than fourteen (14) days notice will be given and an opportunity to bargain concerning the impact of the change will be afforded to the Association prior to implementation of such change.

3.4 Overtime.

Except for part-time employees, employees shall receive overtime at the rate of time and one-half for all work performed in excess of the work shift rounded to the nearest fifteen (15) minutes. Part-time employees shall receive overtime at the rate of time and one-half for all work performed in excess of forty (40) hours per week.

All overtime shall have prior approval of the Sheriff or their designee. Employees will make reasonable attempts to obtain prior authorization before working overtime.

3.5 Work Shift.

Normally all employees shall be scheduled to work on a regular shift, and each shift shall have regular starting and quitting times. There shall be a regular rotation of shift on multi-shift operations. Employee shifts may be rescheduled to meet the public safety requirements and other emergencies.

3.6 Work Schedule.

Except for emergencies, extraditions and prisoner transportation, work schedules showing the employee's shifts, workdays, work location and hours shall be posted. Changes in an employee's regular work schedule shall be posted fourteen (14) days prior to the effective date of the change. Temporary changes in employees' regular work schedule to accommodate a training assignment of not more than five (5) workdays, where the County did not receive a fourteen (14) day notice of the training opportunity, shall not be subject to the posting requirement.

3.7 Shift Assignments.

3.7(a) Shift bidding generally. Employees shall bid shifts and days off based on seniority without regard for gender. Should the County determine that, upon conclusion of the shift bidding process, the operational needs of the department are not being met, the County has the right and the responsibility to reassign bargaining unit members to meet its needs. In such case where management believe the shifts need to be rebalanced, it shall provide notice to the Association and provide in writing the basis and expected duration for the rebalancing. Such reassignments shall take place before the beginning of the designated quarter and in accordance with sub-section 6 of this Article. Such reassignment shall occur in reverse order of seniority. Should additional training or experience be reasonably necessary, and not available on the employee's current shift, that employee's shift and days off may be changed to receive the necessary training or experience. At the conclusion of the training or experience period, the employee will be returned to his/her previous bid shift. The least senior employee on the corresponding shift may be transferred to accommodate the need to balance shift complements.

3.7(b) Shift and vacation bidding for patrol and corrections deputies. Except as otherwise provided in 3.7(e), deputies shall bid shifts and days off and vacation based on seniority. Deputies will bid twice a year for the following two quarters. Deputies may elect to remain on a single shift for the two quarters or choose any variety of shift changes for the two quarters following the shift bid. From January 1 – February 28 deputies shall bid for shifts and days off and vacation for the two quarters commencing the first full pay period of the following July. From July 1 – August 31 deputies shall bid for shifts and days off and vacation for the two quarters starting the first full pay period of the following January. All positions which have been filled, inclusive of those hired prior to the posting of the bid, shall be included in the bid process. Anyone hired after the posting of the bid may be assigned by the County without regard to seniority until the next semi-annual bid or mini-bid, whichever occurs first. Deputies may bid up to a total of two (2) workweeks of the employee's annual accrued vacation per calendar year during the two bid processes. The deputy may choose to utilize this two (2) workweek period in blocks of one (1) or two (2) workweeks.

After the first round of bidding for those two weeks, any deputy with ten (10) or more years of seniority may bid a third week of seniority based vacation. All other vacation will be permitted on a first come, first served basis.

If a deputy is reassigned by the County under Section 3.7(a) and that new assignment conflicts with a more senior employee's scheduled vacation, the reassigned employee shall retain one-half (1/2) of the employee's scheduled vacation. If no such conflict exists, the reassigned employee shall retain all scheduled vacation.

The County may assign a correction or patrol deputy on a temporary basis, not to exceed five (5) days in any calendar month, from the employee's primary work site location to meet minimum staffing or to meet special needs. Nothing in this section will be construed to limit the County's discretion as to filling or continuation of a position.

3.7(c) Records clerk shift bids. Except as otherwise provided in 3.7(f), records clerks shall bid shifts and days off and vacation based on seniority. Records clerks will bid twice a year for the following two quarters. Records clerks may elect to remain on a single shift for the two quarters or choose any variety of shift changes for the two quarters following the shift bid. From January 1 – February 28 records clerks shall bid for shifts and days off and vacation for the two quarters commencing the first full pay period of the following July. From July 1 – August 31 records clerks shall bid for shifts and days off and vacation for the six months starting the first full pay period of the following January. All positions which have been filled, inclusive of those hired prior to the posting of the bid, shall be included in the bid process. Anyone hired after the posting of the bid may be assigned by the County without regard to seniority until the next semi-annual bid or mini-bid, whichever occurs first.

Clerks may bid up to a total of two (2) workweeks of the employee's annual accrued vacation per calendar year during the two bid processes. The records clerk may choose to utilize this two (2) workweek period in blocks of one (1) or two (2) workweeks. One records clerk shall be permitted to bid for seniority bid vacation for every day of the year.

After the first round of bidding for those two weeks, any clerk with fifteen (15) or more years of seniority may bid a third week of seniority based vacation. All other vacation will be permitted on a first come, first served basis.

If a records clerk is reassigned by the County under Section 3.7(a) and that new assignment conflicts with a more senior employee's scheduled vacation, the reassigned employee shall retain one-half (1/2) of the employee's scheduled vacation. If no such conflict exists, the reassigned employee shall retain all scheduled vacation.

The County may assign a records clerk on a temporary basis, not to exceed five (5) days in any calendar month, from the employee's primary work site location to meet minimum staffing or to meet special needs. Nothing in this section will be construed to limit the County's discretion as to filling or continuation of a position.

3.7(d) Mini-bids. Section 3.7 will be applied in accordance with the following procedures:

The County will conduct an annual mini-bid for all eligible employees (those who were hired or transferred back to their respective classification after the annual shift bid) who were not eligible to participate in an annual bid by reason of hire date or classification change as follows:

1. The mini-bid will be scheduled as of the beginning of the next calendar quarter when three (3) or more employees have successfully completed training or returned to their respective classification.
2. The County will determine all aspects of the mini-bid options and give notice of those details.

3.7(e) Deputies assigned as a lead deputy shall bid shifts based on seniority as a lead deputy. Lead deputies in corrections will bid separately from lead deputies in patrol. Lead deputies will bid twice a year for the following two quarters. Lead deputies may elect to remain on a single shift for the two quarters or choose any variety of shift changes for the two quarters following the shift bid. From January 1 – February 28 employees shall bid for shifts for the two quarters commencing the first full pay period of the following July. From July 1 – August 31, employees shall bid for shifts for the two quarters starting the first full pay period of the following January. All positions which have been filled, inclusive of those assigned prior to the posting of the bid, shall be included in the bid process. Anyone working in these positions after the posting of the bid may be assigned by the County without regard to seniority until the next semi-annual bid.

3.7(f) Records clerks assigned as a lead clerk shall bid shifts based on seniority as a lead records clerk. Lead records clerks will bid twice a year for the following two quarters. Lead records clerks may elect to remain on a single shift for the two quarters or choose any variety of shift changes for the two quarters following the shift bid. From January 1 – February 28 lead records clerks shall bid for shifts and days off and vacation for the two quarters commencing the first full pay period of the following July. From July 1 – August 31 lead records clerks shall bid for shifts and days off and vacation for the six months starting the first full pay period of the following January. All positions which have been filled, inclusive of those hired prior to the posting of the bid, shall be included in the bid process. Anyone hired after the posting of the bid may be

assigned by the County without regard to seniority until the next semi-annual bid or mini-bid, whichever occurs first.

3.8 Shift Change.

When there is a change in shifts, the following schedule shall be used to determine the number of days off allowed after a given number of consecutive scheduled days for which the employee was paid:

Consecutive Days Paid	<u>8, 8 ½ & 9 Hour Days</u>		<u>10 & 11 Hour Days</u>	
	<u>Regular Days Off</u>	<u>Additional Days</u>	<u>Regular Days Off</u>	<u>Additional Days</u>
1	0	0	0	0
2	1	0	1	0
3	1	0	1	0
4	2	0	3	0
5	2	0	3	1
6	2	1	3	2
7	2	1	3	3
8	2	2	3	3
9	2	2	3	4
10	2	2	3	5

If the County wishes to pay cash at the rate of time and one-half in lieu of granting additional days(s) off, at the beginning of the quarter, the affected employee will be advised that such payment is an employee option. If the employee elects to receive cash, they will receive this payment on the first pay period of the quarter. Such payment does not reduce or eliminate the requirement in Section 3.9 to pay overtime.

Additional days off shall be scheduled at the employee's convenience with approval by the employee's supervisor. Should the employee and both affected supervisors agree, additional days off may be granted just prior to shift change. Additional days shall be granted in conjunction with regular days off. At the discretion of the supervisor, four (4) days in a row may be granted.

Time that is otherwise scheduled but unpaid such as suspension or leave without pay shall not count as a consecutive shift for the purpose of this section.

Unused additional days off that an employee does not use by the end of the quarter in which they are earned will be paid for at the rate of time and one-half at the end of the quarter. Employees will not be required to work back-to-back shifts during the shift change period.

3.9 Adjusted-Workweek.

3.9(a) Prisoner Transport and Extraditions. Deputies assigned to prisoner transport and extradition may have their work hours adjusted within the biweekly pay period when they work

hours in excess of their regularly scheduled workday. The deputies' hours may be adjusted within the biweekly pay period to maintain eighty (80) hours of work for the biweekly period.

3.9(b) Other Adjusted Schedules. Other deputies who work in excess of their regularly scheduled workday may elect to have their work hours adjusted within the biweekly pay period to maintain eighty (80) hours of work for the biweekly period. Such adjustment shall be within the discretion of the supervisor based on staffing needs.

3.9(c) Overtime for Adjusted Work Schedules. In the event that hours worked in excess of the workday cannot be adjusted, they will be compensated as overtime.

3.10 Compensatory Time.

3.10(a) Subject to the provisions of this Section, earned overtime may be taken as compensatory time in lieu of paid compensation for overtime and shall accrue at the rate of one and one-half (1-1/2) per each hour worked. However, overtime compensation shall be paid to the employee and not be taken as compensatory time as follows:

- A. When overtime is chargeable to another governmental or private service recipient, such as the schools, BLM, or USFS, for example; or
- B. When overtime is worked by an employee due to another employee using compensatory time to take leave from work. In other words, an employee cannot accrue compensatory time if the employee is working overtime due to another employee being on compensatory time leave.

3.10(b) Accumulation of Compensatory Time.

- A. Subject to the right of the County to cash out compensatory time, employees may accumulate and hold in reserve accumulated compensatory time not to exceed one hundred and sixty (160) hours.

3.10(c) Use of Compensatory Time. Compensatory time has no special weight with respect to other forms of pre-approved personal leave (i.e. vacation, holiday). The only difference is the County's commitment to cover compensatory time leave with voluntary overtime, which is subject to the requirements set forth in this subsection. The County will not be required to grant compensatory time leave if doing so would require the County to force or order overtime coverage. If coverage for the compensatory time leave request cannot be arranged through regularly scheduled employees or voluntary overtime under the conditions set forth below, the County will be considered to have exhausted its resources and the request will be denied.

Employees must have adequate existing and available compensatory time hours accrued (i.e. "on the books") to be used for the requested time off, or the entire request will be considered "Non-Sufficient Hours" and will be denied without further consideration (i.e., not to be placed into the abeyance file).

If a shift is below minimum, no request for compensatory time leave will be entertained until such time as the shift is at full complement. If a compensatory time leave request would bring

the shift below minimums, it will be incumbent upon the requesting employee to “hand carry” or otherwise make the shift supervisor aware of the request at the earliest possible time in order to maximize the opportunity for voluntary overtime signups. The shift supervisor will place the requested overtime in timekeeping software. If the overtime is not signed up for within six (6) calendar days, the compensatory time leave request will be denied.

Approved compensatory time leave, not yet used, will be tracked in timekeeping software as committed hours and will not be available for any subsequent time off requests. The total hours will reflect that portion that is committed and those hours available for use. This total may not exceed one hundred and sixty (160) hours.

Priority will be given to any compensatory time leave requests that are submitted at least eleven (11) calendar days in advance of the leave requested, that permit the County to adjust schedules for coverage without incurring overtime expenses. Compensatory time leave requests that are submitted less than one (1) calendar day in advance may be rejected in the sole discretion of the County, and in no event will be covered in a way that would require the County to incur overtime or any additional cost.

All compensatory time leave requests will be approved or denied solely on the basis of available resources at the time of consideration of the request for the period requested, subject to the limitation set forth in this subsection. Approval or denial will be within seven (7) calendar days. Compensatory time leave requests will be accepted for reconsideration for any and all quarters for which a completed bid schedule exist. No time off requests will be accepted for a quarter not yet bid.

The maximum number of compensatory time leave requests that will be held in the abeyance file shall be three (3) with a maximum of five (5) consecutive days per request. The three maximum rule is for any combination of vacation, holiday or compensatory time. Requests will be prioritized by “date and time stamp” on the request. Only denied requests will be held in the abeyance file and it is the employee’s responsibility to submit a denied time off request for inclusion in the abeyance file. In no case will the granting of any personal leave time be allowed to interfere with the safe effective operation of the Sheriff’s Office.

The parties agree that except for the change in the provision that “Compensatory time leave requests that are submitted less than one (1) calendar day in advance may be rejected in the sole discretion of the County, and in no event will be covered in a way that would require the County to incur overtime or any additional cost” set forth in this subsection as compared to the “MEMORADUM OF AGREEMENT Jackson County and Jackson County Sheriff Employees Association COMPENSATORY TIME” dated June 18, 2003, the intent of the parties is to interpret and implement the provisions of this subsection in the same manner as the “MEMORADUM OF AGREEMENT Jackson County and Jackson County Sheriff Employees Association COMPENSATORY TIME” dated June 18, 2003 has been interpreted and implemented.

3.10(d) Cashing Out Employee’s Accrued Compensatory Time. The County reserves the statutory right under the Fair Labor Standards Act (“FLSA”) to cash out employee’s accrued

compensatory time. Prior to the effective date of any change to an employee's salary, the County may, at its sole discretion, cash out any accumulated and held in reserve compensatory time of the employee in excess of eighty (80) hours.

3.11 Twelve Hour Shifts for Patrol and Correction Deputies.

The Sheriff may implement a shift configuration of flexible twelve (12) hour work day schedules for patrol deputies and correction deputies, pursuant to a fourteen (14) day tour of duty under Section 7k of the Fair Labor Standards Act. The parties' collective bargaining provisions control except as outlined herein.

3.11(a) Under the twelve (12) hour work day schedule, patrol deputies and corrections deputies may alternate working one (1) week of four (4) days on and three (3) consecutive days off, followed by one week of three (3) days on and four (4) consecutive days off. During this two week period, six (6) days will be twelve (12) hour shifts, and one (1) day will be an eight (8) hour shift.

3.11(b) Patrol deputies and correction deputies will be allowed one (1) paid thirty (30) minute meal period per shift and three (3) paid fifteen (15) minute rest periods per shift when working a twelve (12) hour shift. Meal and rest periods shall be scheduled in accordance with the operating requirements of each employee's duties, will not be unreasonably denied, and will not result in overtime pay if worked. Employees remain subject to call during all rest and meal periods. Rest periods will be taken during each of the three (3) four (4) hour blocks comprising the twelve (12) hour shift and shall not be combined into longer break periods.

3.11(c) Under this schedule, patrol deputies and correction deputies will work a regular schedule of eighty (80) hours during each fourteen (14) day period. Employees will receive overtime at the rate of time and one-half their regular rate on a daily basis for any work in excess of the regularly assigned work shift, or any time after 80 hours paid in a fourteen (14) day period. There will be no pyramiding of overtime; that is, whenever the labor agreement calls for the payment of wages at time and one-half, overtime hours on such a date or at such time shall remain 1.5 times the regular rate of pay, and not 1.5 times the overtime rate contractually required at that time.

3.11(d) Except in emergencies, patrol deputies and correction deputies will not be required to work more than sixteen (16) hours at shift change without an eight (8) hour break, and in no event will patrol deputies and correction deputies be forced to take vacation or docked time for such break.

3.11(e) For purposes of Holiday (Article 4), Vacation (Article 5), and Sick Leave (Article 6), a patrol or corrections deputy working a twelve (12) hour work day schedule shall accrue these benefits based on the same total annual accrual amounts as provided in the parties' labor agreement.

A. "Days" used with reference to time off in this agreement means an eight (8) hour day, *i.e.*, Annual holiday accrual is a block of thirteen (13) eight (8) hour holidays, or a total of one hundred four (104) hours.

- B. Vacation accrual shall continue to be based on an eight (8) hour day, *i.e.*, 96 hours annual for the twelve (12) day accrual rate, 104 hours annually for the thirteen (13) day accrual rate, 120 hours annually for the fifteen (15) day accrual rate, 136 hours annually for the seventeen (17) day accrual rate, 160 hours annually for the twenty (20) day accrual rate, 176 hours annually for the twenty-two (22) day accrual rate, and 200 hours annually for the twenty-five (25) day accrual rate.
- C. Sick leave accrual is based on eight (8) hours per calendar month, to a total of 96 hours annually.

3.11(f) Except as otherwise provided herein, the same procedures and conditions for shift bidding set forth in Article 3, Section 3.7 of the labor agreement shall apply. When there is a change in shifts for patrol deputies and corrections deputies on a twelve (12) hour work schedule, the following schedule shall be used to determine the number of days off allowed after a given number of consecutive scheduled days for which the employee was paid:

CONSECUTIVE Days Paid	ADDITIONAL Days
1	0
2	0
3	0
4	0
5	1
6	2
7	3
8	3

ARTICLE 4 - HOLIDAYS

4.1 Holidays.

4.1(a) Holiday Blocks. In lieu of holidays, each employee shall be assigned one hundred four (104) holiday hours as of July 1 of each year. The employee may elect to use these holiday hours throughout the year at a time mutually agreeable to the division head, or their designee, and the employee. The County will approve or deny a holiday request.

4.1(b) Holidays for Personnel Assigned to Investigations, Property, Civil, Evidence and Court Security. It is understood that investigative, property, evidence, personnel regularly assigned to day shift per Article 15.16, and personnel assigned to civil may use vacation, holiday or comp hours for each holiday recognized by the County throughout the year, on those holidays that the Jackson County Courthouse is customarily closed. Whenever the state courts are closed, court security officers shall take such day off as holiday leave. Should the number of holidays exceed the holidays on which the courthouse is closed, this group of employees may elect to use the additional days throughout the year at a time mutually agreeable to the Sheriff or their designee, and the employee.

4.2 Holiday Compensation for Terminated Employees.

Holiday entitlement is based on one (1) holiday (eight (8) hours) per calendar month. If an employee leaves County service during the year, they shall be paid (or have their final pay adjusted) on the basis of an annual entitlement of one (1) holiday (eight (8) hours) per month. Utilization at the time an employee leaves County service in excess of eight (8) hours times the months of the fiscal year since July 1 will be valued at the employee's current pay rate and that amount shall be withheld from the employee's final paycheck.

4.3 Unused Holidays Remaining at June 30.

Holiday hours remaining on June 30 of each year will be compensated at the employee's regular straight-time rate in effect on that date in the last full paycheck for June.

4.4 Leaves Without Pay.

No employee may earn holiday leave credits during leaves without pay.

ARTICLE 5 - VACATION LEAVE

5.1 Accrual.

A new employee shall accumulate vacation time at the rate of 8 hours (3.7 hours per pay period) for each full calendar month of full-time employment for the first twelve (12) months of service, prorated for part-time. After the first six (6) months of full-time employment, a new employee may take up to five (5) work days of their accrued vacation time.

For full-time employment, vacation days shall be accumulated at the following rates:

<u>MONTHS OF CONTINUOUS SERVICE</u>	<u>VACATION EARNED, HOURS PER PAY PERIOD</u>	<u>MAXIMUM BALANCE</u>
1-12	3.7	192.40
13-36	4.0	208.00
37-60	4.62	240.24
61-120	5.24	272.48
121-180	6.16	320.32
181-240	6.77	352.04
240 – Over	7.70	400.40

5.2 Accumulation.

5.2(a) Maximum Accumulation. The department encourages employees to take their full vacation leave; however, an employee may hold in reserve vacation credits not exceeding twice their applicable annual vacation credit. An employee whose accrual is at the maximum stated in Article 5.1 shall cease to earn further vacation credits, except as otherwise provided for in Article 5.2(e) related to Prevention from Taking Vacation.

5.2(b) Use of Vacation Beyond Accrual Prohibited. An employee may not take vacation in excess of their accrued vacation leave.

5.2(c) Minimum Vacation Use. Employees may take vacation in more than one (1) period, and as little as fifteen (15) minutes at a time, subject to personnel requirements of the department and established seniority policies.

5.2(d) Use of Vacation and Seniority. Employees shall be allowed to take vacation at a time of their choosing, subject to departmental requirements. Vacation time shall be chosen on the basis of department seniority as defined in Article 15, Section 12, provided that no employee will be permitted to exercise their seniority preference more than once each bidding process. The senior employee who desires to bump a junior employee's requested vacation selection must give at least thirty (30) days' written notice to the senior employee's supervisor before they can exercise their right to bump. To exercise their seniority, it is meant that when the employee has selected their vacation their seniority has been exercised. If an employee is forced by the County to cancel scheduled vacation then the employee will not have exercised their seniority option. Deputies and records clerks may exercise seniority vacation preferences as defined in Article 3, Section 7(b) and Section 7(c) respectively, provided no employee will be permitted to exercise

this preference more than once each bidding process. If an employee is forced by the County to cancel a scheduled vacation, that employee may exercise bumping rights provided that the employee provides at least thirty (30) days written notice to the senior employee's supervisor before they can exercise their right to bump. Deputies and records clerks may select personal leave time and remaining vacation time on a first-come, first-served basis. Such scheduled leave time will not be subject to bumping.

5.2(e) Vacation Credit if Prevented from Taking Vacation. If an employee is prevented, by the department's personnel requirements, from taking vacation during the normal vacation period, they shall not lose vacation credit.

5.2(f) Employee Responsibility to Monitor Impending Loss of Vacation Time. The employee shall be responsible for determining any impending loss of accrued vacation time. Management will provide on a monthly basis a statement of each employee's accrued vacation time.

5.2(g) Vacation Approval. Requests for vacation time off shall be either approved or denied within seven (7) days. The request shall be deemed granted and the employee shall be deemed authorized to take the requested time off if the request is not approved or denied within the seven (7) day period. All reasonable accommodation and effort shall be made to ensure scheduled vacations are canceled only because of actual emergencies. If a scheduled vacation is canceled by the department, the Sheriff shall reimburse employee for all of the employee's non-recoverable or non-refundable vacation expenses. Expenses will not be reimbursed if cancellation is caused by an employee being bumped by another employee.

5.2(h) Seniority bid vacations will not be cancelled based upon minimum staffing for a specific gender. The County will post overtime to permit seniority bid vacation.

5.3 Continuous Service.

Continuous service shall be service unbroken by separation from the County service, other than by military, Peace Corps, holiday, compensatory time, vacation, or sick leave. Time spent on other types of authorized leave shall not count as time of continuous service, except that employees returning from such leave or employees who were laid off shall be entitled to credit for service prior to the leave or layoff.

5.4 Termination or Death.

Upon termination for any reason, or death of an employee, payment for accumulated vacation, holiday, and compensatory time credit shall be made to the employee or to his heirs at the employee's current rate of pay.

5.5 Vacation Accrual During Leaves Without Pay.

Vacation shall not accrue during leave of absence without pay.

5.6 Vacation Sales.

Twice per fiscal year, employees shall be able to sell a minimum of forty (40) hours and a maximum of the balance of their annual vacation accrual back to the County on the following basis:

5.6(a) Full-time employees. The employee must have taken at least eighty (80) hours of vacation in the twelve (12) months preceding the request. The eighty (80) hour requirement will be waived if the employee has requested time off and been denied.

5.6(b) Part-time employees. The employee must have taken at least forty (40) hours of vacation in the last twelve (12) months preceding the request. The forty (40) hour requirement will be waived if the employee has requested time off and has been denied.

ARTICLE 6 - SICK LEAVE

6.1 Accrual.

Sick leave shall be earned by each full-time employee at the rate of 3.7 hours each pay period of service. Sick leave may be accrued without limit. Sick leave shall not accrue during periods of leave without pay, and shall be prorated for part-time employment.

6.2 Utilization.

Sick leave is provided by the County in the nature of insurance against loss of income. An employee may utilize accrued sick leave when they are absent from work by reason of their illness, injury, necessity for medical or dental care, contagious disease under circumstances by which the health of the employees with whom associated or members of the public necessarily dealt with would be endangered by the attendance of the employee.

Employees may also utilize their sick leave time upon illness or injury of a member of the employee's immediate family which requires the attention of the employee consistent with County FMLA and OFLA policy and procedure and Sheriff SOP.

6.3 Absences Covered by Workers' Compensation.

Employees who are absent as the result of an injury/illness covered by Workers' Compensation may use sick leave to supplement Workers' compensation payments for any day or part of a day the employee receives time loss payments, provided that time loss and sick leave shall not exceed one hundred percent (100%) of an employee's regular net (after tax) take-home pay. Assessments to sick leave shall be made as follows:

Employees assigned to less than 10 hours per day	1.5 Hours
Employees assigned to 10 hours or more per day	1.75 Hours
Employees assigned to regular part-time	0.75 Hours

After sick leave has been exhausted, employees may use any other paid leave to supplement workers' compensation. Use of sick leave will provide regular benefits based on the employee's regular work schedule. Any employee who is injured on duty and requires immediate medical attention on the day of injury shall be permitted to do so without loss of pay or benefits up to the end of the shift or if later until released or admitted to the hospital or other care facility. Available sick leave will be applied for all other workers' compensation related medical care which occurs on duty. Employees will not be paid for time for any medical appointments which occur off duty. Employees will make every effort to schedule medical appointments on off-duty hours.

6.4 Notification of Sick.

6.4(a) Notifying Requirements. An employee who is ill and unable to report for work shall, if reasonably possible, notify the supervisor on duty not less than ninety (90) minutes prior to the employee's reporting time. (The employee is not required to notify an off-duty supervisor.) In

the case of continuing illness, the employee shall continue to notify the supervisor on duty of their inability to report for work.

6.4(b) Physician's Statement. A physician's statement indicating the nature of the illness, that the illness required, or will continue to require, the employee to be absent from duty, and the estimated duration of the absence, and/or a physician's release indicating the employee's fitness to return to work, may be required by the Sheriff for absences when the supervisor has reasonable grounds to suspect sick leave abuse. In such cases, the County will reimburse the employee for any out-of-pocket costs resulting from obtaining the physician's statement.

6.4(c) Fitness for Duty Examinations. Without regard to the circumstances described in paragraph (b) above, should the Sheriff have reasonable cause to question an employee's physical or mental fitness for the job, he may require the employee to obtain an examination. In that event, such an examination shall be limited to those areas which affect the employee's fitness to perform their job assignment. The County shall pay for the full cost of such an exam. In the event the employee chooses to obtain a second examination and report, it shall be at the expense of the employee.

In the event that it is determined as a result of medical examination that an employee is not physically or mentally fit for duty, the Sheriff will, if reasonably possible without undue hardship to the County, temporarily assign the employee to other duties without regard to seniority and in accordance with County policy and law. Any such assignment shall be of a temporary nature and is conditioned on a continued medical prognosis for recovery and a return to regular duties. This provision shall not constitute waiver of any right the Association may have to contest a finding concerning fitness for duty under the provisions of Article 14.

6.4(d) Sick Leave Abuse. Abuse of sick leave may be cause for disciplinary action up to and including discharge pursuant to Article 12.

6.5 Compassionate Leave.

In the event of a death in the immediate family, the employee may take such time as deemed reasonably necessary by the Sheriff to make funeral arrangements and to attend the funeral. Such leave shall be with pay and not be charged against the employee's accumulated sick leave. The amount of leave granted by the Sheriff for compassionate reasons is entirely with the Sheriff's discretion and may not be made the subject of a grievance proceeding. In addition to the benefits provided for in this section, the County shall allow an employee to use appropriately accrued paid leave to take up to two weeks of OFLA protected time off per qualifying death, if the employee is eligible for OFLA and has OFLA leave available.

6.6 Immediate Family.

Immediate family is defined as mother, father, spouse, sister, brother, children, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepchildren residing in the immediate household, grandchildren, and grandparents. The Sheriff may grant compassionate leave under exceptional circumstances for relationships other than those set forth herein.

6.7 Sick Leave and Re-employment Following Lay-Off.

An employee who is reemployed following a layoff shall have unused sick leave credits accrued during previous employment restored.

ARTICLE 7 - OTHER LEAVES

7.1 Jury Duty.

Employees shall be granted leave with pay at the regular rate when they are required to report for jury services on a scheduled work day; however, the fee for jury service shall be paid over to the County. Employees on shift work who are ordered to report for jury duty during the day shall be deemed to have worked on day shift during the time that they are reporting for jury duty and shall not be required to work either swing or graveyard shift following jury duty. A minimum of four (4) hours in jury duty is required to invoke this provision. If jury duty is less than four (4) hours, compensatory time will be worked out with the employee's supervisor.

7.2 Absence Without Leave.

An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of this Agreement, shall be deemed to be an absence without leave. Any such absence may be without pay and may be subject to disciplinary action.

7.3 Witness Fees.

An employee who appears as a witness within the scope of their job duties and is paid a witness fee shall pay that fee over to the County if they have received their regular salary from the County for the time spent as a witness.

7.4 Leave Donation.

Employees may donate accumulated vacation leave to an employee who, as a result of their serious illness or injury, or the serious illness or injury of an immediate family member as defined in this Agreement, is about to exhaust or has exhausted their accumulated sick, vacation, floating holiday, and compensatory time leaves. The number of hours of donated vacation leave will be in blocks of eight (8) hours from the vacation account of the employee making the donation and will be credited on an hour-for-hour basis to the sick leave account of the employee receiving the donation. If there is a policy allowing non-represented employees to donate sick time or if one is adopted, it will also apply to Association members.

7.5 Family Medical Leave.

Family medical leave will be granted with or without pay in accordance with state and federal family leave laws. All leaves for that purpose will run concurrently.

ARTICLE 8 - FRINGE BENEFITS COVERED BY INSURANCE CONTRACTS

8.1 Benefits Provided.

8.1(a) Health and Dental Insurance. Funds made available by the County or insurance benefits provided by the County pursuant to this Article shall only be used to provide insurance to eligible bargaining unit employees, their spouses or registered same-sex domestic partners, and their federal tax dependents. The County shall make the following amounts available for the life of the Agreement except as outlined in Section (b):

Effective October 1, 2023 or the first full pay period following full ratification of the contract by both parties, whichever is later, the employee contribution per month will be fifty dollars (\$50), then the County shall contribute up to two thousand seven hundred forty-two dollars (\$2,742) per month per full time employee.

Effective October 1, 2024 the employee contribution per month will be fifty dollars (\$50), then the County shall contribute up to two thousand four hundred dollars (\$2,400) per month per full time employee.

Effective October 1, 2025 the employee contribution per month will be fifty dollars (\$50), then the County shall contribute up to two thousand four hundred fifty dollars (\$2,450) per month per full time employee.

The County's contribution for any part time regular employee benefits shall be prorated based on the employee's hours paid during the pay period, and regular employees must be paid for forty (40) hours during a pay period to receive this benefit.

Attached in Attachment B to this contract are the current insurance benefit levels for bargaining unit employees. The Association agrees to not enhance those benefit levels during this contract term.

8.1(b) Premiums in Excess of Available Amounts. Should premiums exceed the amounts made available by the County for health and dental insurance during the applicable fiscal year, the employee shall be responsible for one hundred percent (100%) of the excess premiums. The County is hereby authorized to deduct the employee contribution from the earnings of the employee for the express purpose of premium payments. Where the condition of the health and dental insurance contract calls for premium payment before the covered month has ended, should an employee not remain on the payroll for the entire calendar month, the employee is automatically liable to the County for any such amount(s) advanced and the County is hereby authorized to deduct such amount(s) from the earnings of the employee.

8.1(c) Life and Disability Insurance. The County will continue to provide life and disability insurance at the benefit level provided as of June 30, 1999 for the life of this Agreement and effective October 1 or on the first day of the month following full ratification of the contract by both parties, whichever is later, the life insurance provided by the County will change to one time the employee's base annual salary with a minimum of \$50,000.

8.1(d) Section 125 Plan. The County shall establish and maintain a Section 125 Plan in connection with employee premium contributions. Employees may designate pre-tax dollars to pay for qualified transportation, dependent care and/or out-of-pocket medical expenses.

8.2 Selection of Benefit Program.

During the life of this Agreement, the County agrees to provide training to Association members on the selection of insurance, administration of programs, benefit information and all other information necessary so that the Association will be able to evaluate alternative plans should it be necessary.

8.3 Association Selected Benefit Programs.

The Association shall provide the County a true copy of the benefit plan and contract and any billing information necessary for the County to implement the plan. The contract is between the Association and the insurance benefit provider. The Association will provide new rates and provisions to the County no later than thirty (30) days prior to implementation if received by the Association or within two (2) days of receipt by the Association (if within thirty (30) days due to insurance company not providing the information earlier). In the event of changes in applicable law, the Association will furnish proof of compliance to the County.

ARTICLE 9 - LIABILITY INSURANCE

9.1 Provision of Insurance.

The parties recognize the County's obligation to hold harmless, defend and indemnify employees in accordance with the Oregon Tort Claims Act. The parties recognize the obligation of employees to cooperate fully with the County, its insurers, and assigned legal counsel in the defense of claims.

If a member of the Association and/or the County receives a civil complaint which has been court filed naming the employee in a personal capacity, the County will notify the Association of its decision to accept or reject indemnity and defense responsibility in accordance with the Oregon Tort Claims Act.

An employee's sole remedy for a failure to indemnify or defend shall be as described in the Oregon Tort Claims Act.

ARTICLE 10 - RETIREMENT

10.1 Plan Options.

The County will continue to provide a retirement plan for County employees through PERS. All bargaining unit employees hired on or after July 1, 1994 are or will become members of PERS. Effective January 1, 2004, the County shall pay the employee's six percent (6%) contributions to PERS.

The County shall comply with applicable law and OARs which require that it specify:

- (a) That the required PERS employee contribution of six percent (6%) of salary is deemed to be "picked up" for purposes of IRC Section 414(h)(2) and is assumed or paid for purposes of ORS 238.205(5)(b);
- (b) That the employees do not have the option of receiving the assumed amount directly;
- (c) That employee compensation shall not be reduced and that the employer shall provide the additional amounts necessary to make the employee contributions; and
- (d) That the employer's agreement is not retroactive in its application.

10.2 Sick Leave Integration.

To the extent permitted by law regarding PERS and OPSRP all bargaining unit employees may use one-half of their individual accrued sick leave balance for bargaining unit service time at the time of retirement as a retirement enhancement.

10.3 Oregon Public Service Retirement Plan.

Oregon Public Service Retirement Plan (OPSRP). During the term of this Agreement, the County shall continue to participate in the Oregon Public Service Retirement Plan (OPSRP) for eligible employees. The County shall pick-up, assume and pay the employee's six percent (6%) contribution to OPSRP in accordance with ORS 238A.335(1) and (2)(a) subject to the Oregon Administrative rules related to OPSRP statutes.

10.4 Health Reimbursement Arrangement/Voluntary Employees' Beneficiary Association

Effective the first full pay period in July 2020 or on the first full pay period following full ratification of the contract by both parties, whichever is later, the County shall contribute one half of one percent (0.50%) of the employee's base salary per employee per pay period into the employee's HRA VEBA account.

Jackson County ("Employer") will adopt the HRA VEBA plans offered and administered by the Voluntary Employees' Beneficiary Association Trust for Public Employees in the Northwest ("Plan"): the Standard HRA Plan, which shall be integrated with the Employer's or another

qualified group health plan and to which the Employer shall remit contributions on behalf of eligible employees who are enrolled in or covered by such qualified group health plan and any other contributions that may be permitted by applicable law from time to time. Employer agrees to contribute to the Plan on behalf of all employees in the Jackson County Sheriff's Employees' Association (JCSEA) defined as eligible to participate in the Plan. Each eligible employee must submit a completed and signed Enrollment Form or enroll online to become an eligible participant and become eligible for benefits under the Plan.

JCSEA members will vote annually on whether or not to participate in the HRA VEBA Plan and how it will be funded, in compliance with IRS rules. The vote will take place in September and will be based on a simple majority of members, with the sworn and non-sworn classifications voting separately, with any funding methods and amounts taking effect on January 1 and lasting through December 31 of each calendar year. IRS rules do not permit individual choice or elections; all employee group members defined as eligible must participate. Only for purposes of this Article, Community Service Officers shall be considered included in the sworn classification.

Contributions on behalf of each eligible employee shall be based on the following funding sources/formulas:

For all Criminal Deputy, Corrections Deputy, and Community Service Officer classifications, a mandatory employee salary exchange established in 2017 shall continue with a mandatory employee salary exchange deduction of fifty dollars (\$50.00) per pay period. Each June, the first eight (8) hours of unused holiday time paid in accordance with Article 4.3, will be deposited into the employee's HRA VEBA account rather than paid to the employee as regular compensation.

For all non-sworn classifications, except the Community Service Officer classification, a mandatory employee salary exchange shall be established beginning with the pay check issued on January 29, 2020. The amount of the mandatory employee salary exchange shall be a deduction of twenty-five dollars (\$25.00) per pay period. Beginning in June 2020, and continuing each June thereafter, the first ten (10) hours of unused holiday time pay in accordance with Article 4.3, will be deposited into the employee's HRA VEBA account rather than paid to the employee as regular compensation.

ARTICLE 11 - JOB DESCRIPTION

11.1 Job Description Preparation.

Job descriptions shall be prepared by the County and forwarded to the Association. Such job descriptions shall describe the key performance areas of the employees within each classification in the bargaining unit and shall include such other duties as may be assigned by the supervisor to perform the job effectively.

11.2 Job Descriptions to Be Furnished to Personnel.

Persons within the bargaining unit shall be furnished with their respective job descriptions. Any changes or revisions in the key performance areas described therein shall be furnished to the Association and the employees affected by the changes or revisions within thirty (30) calendar days of the effective date of the revision or change.

11.3 Establishment of New Classifications.

In the event the County establishes a new job classification, it will establish a rate of pay for such job and will notify the Association within fourteen (14) calendar days. Upon request by the Association within seven (7) calendar days, the County will meet and confer concerning the rate of pay established. If the Association disagrees with the rate established for the classification, the rate of pay may be submitted to arbitration pursuant to Section 14.1, Step 5, on written notice within seven (7) calendar days.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

12.1 Discipline.

No permanently appointed non-probationary employee shall receive non-economic discipline (for example oral or written reprimands), or economic discipline (for example suspension without pay, demotion or discharge), except in good faith for Just Cause nor shall any such employee be disciplined arbitrarily or for political, religious, racial or other discriminatory reasons. All disciplinary action imposed upon an employee, except non-economic discipline, may be protested as a grievance through the regular grievance procedure. Any disciplinary action shall be done in a manner which will not embarrass the employee before other employees or the public. The County shall comply with the requirements of ORS 236.350 et. seq. when investigating or imposing discipline on a bargaining unit member.

The County will provide a written update as to the status of the investigation to an employee subject to discipline for investigations and the Association lasting more than thirty (30) days. A failure to update the employee shall not impact the investigatory process or the outcome of discipline.

The Association will be provided a copy of all investigations and proposed discipline, if any, within 14 days of the investigation's completion. The Association agrees that all records provided under this section shall be kept confidential, except for use by the Association in the course and scope of representation of its members.

12.2 Relief from Duty.

The County may place an employee on administrative leave with pay. The employee shall be notified in writing of such leave and the reasons and conditions thereof. In the alternative, the Sheriff may assign modified duties in lieu of relief from duty provided that the Association agrees that the duties will not demean or embarrass the employee.

12.3 Discharge.

Protests of discharge of any employee shall be made through the regular grievance procedure set forth in Article 14. The Association may process a grievance concerning suspension, demotion at Step 2, or discharge at Step 3 of the grievance procedure. Probationary employees are "at will" employees who serve at the pleasure of the Sheriff and who may be terminated at any time during the probationary period with no recourse whatsoever.

12.4 Cause for Discipline.

Examples of just cause include any action, which reflects discredit upon the department or is a direct hindrance to the effective performance of the Sheriff's Department functions, and shall be considered cause for disciplinary action. The following are declared to be cause for disciplinary action against any employee, though charges may be based upon cause and complaints other than those listed:

12.4(a) Use of Controlled Substances and Alcohol. The use of controlled substances, the habitual use of alcoholic beverages to excess, or the abuse of legally prescribed controlled substances;

12.4(b) Commitment of Misdemeanors, Felonies and Other Conduct. Commitment of a misdemeanor that reflects negatively on the employee's ability to perform their job duties, any felony or infamous or disgraceful conduct;

12.4(c) Alcohol Use While On Duty. Use of intoxicating beverages while on duty, except as required by the nature of the employee's assignment;

12.4(d) Treatment of Persons in Custody. Abusive or improper treatment to a person in Custody;

12.4(e) Conduct Toward the Public, Other Officers and Employees. Offensive conduct or language toward the public, or toward officers or other employees;

12.4(f) Insubordination. Insubordination;

12.4(g) Incompetence. Incompetence to perform the duties of their position;

12.4(h) Negligence. Negligence in the care and handling of County property;

12.4(i) Violation of Policies and Orders. Violation of any lawful and reasonable official policy or procedure made or given by a superior officer, where such violation or failure to obey amounted to an act of insubordination or serious breach of proper discipline or resulted, or might reasonably have been expected to result in loss or injury to the County, to prisoners of the County, or the public;

12.4(j) Solicitation and Favors. Solicitation or receipt from any person, or participation in any fee, gift, or other valuable thing in the course of work, when such fee, gift, or other valuable thing is given in the hope of expectation of receiving a favor or better treatment than that accorded other persons; and

12.4(k) Absence from Duty. Absence from duty without leave, contrary to the provisions of this Agreement, or failure to report after leave of absence has expired, or after such leave of absence has been disapproved or revoked and canceled by the proper authority.

12.5 Disciplinary Record

12.5(a) Retention of Disciplinary Records. Upon written notice from the affected employee, the Sheriff or their designee shall not retain in the employee's personnel file any written records of disciplinary action against an employee for a period longer than two (2) years from the date the disciplinary action was received by the employees, unless the employee has been found to have repeated the same or comparable conduct during such period.

12.5(b) Use of Disciplinary Actions More than Two (2) Years Old. In no event shall a record of disciplinary action, which is more than two (2) years old, from the date the disciplinary action was received by the employee, be used against an employee in any subsequent determination of

disciplinary action or job promotion, unless the employee has been found to have repeated the same or comparable conduct during such period.

12.5(c) Other Use of Records. Any documentation removed from a personnel file may be maintained in a separate system of records outside the Sheriff's Office not identifiable by name. Such documents and also the records described in Section 12.5 (a) and (b) may be used for litigation defense and as otherwise permitted by law and this contract.

12.6 Discipline Matrix

Notwithstanding any other provision in this Agreement, the rules issued by the Commission on Statewide Law Enforcement Standards of Conduct and Discipline (LESC) govern the level of discipline for proven misconduct by law enforcement officers.

ARTICLE 13 - PERSONNEL FILE

13.1 Inspection.

Each employee shall have the right, upon request, to review and obtain, at their own expense, copies of the contents of their personnel file, exclusive of materials received prior to the date of their employment by the County. The official personnel file shall be maintained by the County Administrator with additional files at the Sheriff's discretion. An employee's personnel file includes but is not limited to documentation of an employee's performance of their duties.

13.2 Employee Signature.

Each employee shall read and sign any written material that reflects critically upon the employee which is placed in their personnel file, including merit ratings, written reprimands, demotions, suspensions, or discharge. Signing does not necessarily indicate agreement. Critical personnel file documents which are not previously presented to the employee for signature cannot be used for progressive disciplinary purposes.

13.3 Employee Response.

An employee may respond, in writing, to any item placed in their personnel file, and said response shall become a part of their personnel file so long as the employee responds within fifteen (15) calendar days following receipt of the document.

ARTICLE 14 - SETTLEMENT OF DISPUTES

14.1 Grievance.

A grievance shall mean a claim by the Association that there has been a violation of a specific portion of the contract. Probationary employees may not grieve a determination by the County that the employee's employment is terminated. Non-economic discipline is not discipline which is subject to grievance.

A grievance must state the date and facts given rise to the grievance, the specific sections of the contract violated, and the remedy sought.

In the case of discharge, the grievance shall be filed at Step 3 (appropriate Division Captain), and shall fully explain the reasons the Association contends that a remedy is warranted and the action is not for just cause.

The Association shall communicate fully the basis of any grievance when it is communicated in writing at the Steps provided for, which the Association knows or reasonably should know at the time the grievance is filed.

A copy of all grievances shall be furnished to Human Resources by the Association as a courtesy of timing which shall not render a grievance untimely.

Upon the filing of a grievance, it is recognized by the parties that, notwithstanding anything to the contrary which may be provided in the following steps of the grievance procedure, the Association shall have exclusive responsibility for such grievance as the exclusive representative of employees in the bargaining unit. Nothing in this Agreement shall be construed to limit the right of the Association to dismiss a grievance, or to decline to proceed to the next step, including arbitration, which it considers in good faith to be lacking in merit.

Step 1. Immediate Supervisor. The grievant shall discuss meaningfully the grievance first with their immediate supervisor with the objective of informally resolving the grievance. This discussion shall occur within fifteen (15) days after the grievant becomes aware of the grievance or reasonably should have been aware of the grievance. Within ten (10) days after initial discussion with the immediate supervisor, if the grievance has not been resolved informally, the Association shall file the grievance in writing with their immediate supervisor. The supervisor shall hear the appeal and render a written decision within ten (10) days after receiving the written grievance.

For the purposes of this procedure, "immediate supervisor" is an employee who is not a member of the bargaining unit and who has direct administrative or supervisory responsibilities over the grievant, or in the case of multiple grievants then the Association shall file it as a class grievance with either of the employee's immediate supervisors and the remedy shall apply to all similarly situated grievants.

Step 2. Intermediate Supervisor. Within ten (10) days, if the Association is not satisfied with the disposition of the grievance at Step one (1), it shall file the written grievance

with the intermediate supervisor. The intermediate supervisor shall hear the appeal and render their written decision within ten (10) days after receiving the grievance.

Step 3. Appropriate Division Captain. Within ten (10) days, if the Association is not satisfied with the disposition of the grievance at Step two (2), it shall file the written grievance with the appropriate Division Captain. The appropriate Division Captain shall hear the appeal and render their written decision within ten (10) days after receiving the grievance.

Step 4. Sheriff or their designee upon the Sheriff's absence. Within ten (10) days, if the Association is not satisfied with the disposition of the grievance at Step three (3), it shall file their appeal with the Sheriff or their designee upon the Sheriff's absence. The Sheriff or their designee upon the Sheriff's absence shall hear the appeal and render a decision within ten (10) days after receiving it.

Step 5. Arbitration.

14.1(a) Intent to Arbitrate. If the Association is not satisfied with the disposition of the grievance at level four (4), it shall, within ten (10) days, file notice of intent with the County Administrator to appeal the grievance to arbitration.

14.1(b) Selection of Arbitrator. Within ten (10) days after such notice of intent, the County and the Association and/or grievant shall meet to discuss the grievance and select an arbitrator if the grievance cannot be resolved. If an arbitrator cannot be mutually designated, the Association shall request a list of thirteen (13) Oregon and Washington arbitrators from the State Conciliation Service. The Association will strike the first name from the list, and the parties shall strike alternately thereafter. The remaining name shall be the arbitrator. The parties may, by mutual agreement, request a new panel. The parties agree that they will advance pending grievances; ordinarily grievances will be scheduled for hearing on a timely basis and pursued with due diligence unless the parties otherwise agree. Unless the County or the Association moves to extend the time, a grievance shall become moot after twelve (12) months following the filing of the notice of intent to arbitrate.

14.1(c) Arbitrator's Authority. The findings of the arbitrator shall be limited to specific terms of this Agreement, and the arbitrator shall have no authority to amend, modify, alter, or add to or subtract from this Agreement.

14.1(d) Arbitration Award. The decision and award of the arbitrator within the scope of their authority under 14.1(c) above shall be final and binding on the parties.

14.1(e) Arbitration Concerning Alleged Misconduct by Law Enforcement Officer. Notwithstanding any other provision in this Agreement, for arbitration subject to ORS 243.808, the selection of an arbitrator and the arbitrator's authority shall be governed by ORS 243.706(3), ORS 243.808, and the Law Enforcement Standards of Conduct and Discipline.

14.2 Time Limits.

All parties subject to these procedures shall be bound by the time limits contained herein. Days as used in this procedure shall be calendar days. If either party fails to follow such limits, the following shall result:

14.2(a) Grievant Fails to Respond. If the grievant fails to respond in a timely fashion, the grievance shall be deemed waived.

14.2(b) Party Grieved Fails to Respond. If the party being grieved against fails to respond in a timely fashion, the grievance shall proceed to the next step.

14.2(c) Waiver of Time Limits. All time limits may be waived by mutual agreement of the parties in writing.

14.3 Grievance File.

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and may not be placed in the official personnel file unless the grievance is found against the employee.

14.4 Expenses.

Each party shall be responsible for paying the expenses involved in presentation of its case. If either party desires a verbatim recording of the arbitration proceedings, it may cause such a recording to be made, provided it pays for the record. If the other party desires a copy, the parties shall share evenly in the cost of the reporter and the record. The losing party shall be responsible for all arbitrator's expenses and fees. The arbitrator shall designate the losing party for the purposes of this provision.

ARTICLE 15 - GENERAL PROVISIONS

15.1 No Discrimination.

The provisions of this Agreement shall be applied equally to all employees in the negotiating unit without discrimination as to age, marital status, race, sex, color, national origin, disability which can be accommodated reasonably, labor organization membership, or political affiliation. The Association and the County shall equally share the responsibility for the application of this provision.

15.2 Association Dues.

The County agrees to deduct from the paycheck of each employee, who has so authorized it the regular dues required of members of the Association. The amounts deducted shall be transmitted to the Association bi-weekly or monthly. Authorization by the employee shall be on forms authorized by the County and may be revoked by the employee upon request. The performance of this service shall be at no cost to the Association. The parties shall cooperate in the correction of errors, and the Association shall hold the County harmless from the good faith application of this Article 15.

15.3 Association Activity.

There shall be no discrimination, interference, restraint or coercion by the County, Sheriff, or the Association or any of their representatives, against any employee because of Association membership or non-membership, or because of any employee activity in an official capacity on behalf of the Association, or for any other cause, provided such activity or other cause does not interfere in any way with an internal investigation or interfere with the effectiveness and efficiency of County operations in serving and carrying out its responsibilities to the public. Upon completion of the internal investigation the Association will be notified and the Association may conduct its own investigation.

15.4 Departmental Policies and Procedures.

Bargaining unit employees shall comply with any departmental or divisional work rules and conditions, which are not in conflict with the terms of this Agreement. The Sheriff agrees to provide adequate copies and to make known to each employee, current department rules, orders in effect, and any changes, amendments or addenda, as they become effective. Employees are responsible for keeping abreast of changes, modification, additions, and deletions to the rules as provided by the Sheriff, once notified of the change.

15.5 Mileage Reimbursement.

15.5(a) Use of Personal Vehicle. Employees who use their own vehicles for County duties shall be reimbursed at the IRS rate, provided authorization has been received prior to using their own vehicle. Rates shall be changed as of the date of the IRS change.

15.5(b) Substation Assignments. Employees who are assigned by the Sheriff to duty at designated substations and who are required to drive their own vehicle to those locations shall be reimbursed for use of such vehicle at the then current IRS rate per mile measured from their

home or Station #1 to such assignment, whichever is the shorter distance, if the distance from home to the substation assignment exceeds the distance from home to Station #1. Such reimbursement shall also be inapplicable if a County vehicle is available to an employee or employees for transportation, including vehicles to be used for patrol purposes to and from such designated locations, if the assignment results from employee request or bid, or is the result of shift trade or periodic training such as fire arms, first aid, defense tactics, ASR, ASP, or similar programs.

15.6 Association Access.

The Sheriff agrees that representatives of the Association upon reasonable and proper introduction shall have reasonable access to the premises of the County at any time during working hours for the purpose of assisting in the administration of this Agreement.

15.7 Bulletin Boards.

The Sheriff agrees to allow the Association to furnish and maintain suitable bulletin boards in convenient places as determined by the Sheriff in each work area to be used by the Association. The Association shall limit its posting of notices and bulletins to such boards.

15.8 Uniforms.

15.8(a) Uniforms Furnished for Deputies, Community Service Officers and Security Officers.

The County will provide four (4) complete sets for all classifications required to wear a uniform in a timely manner, if reasonably available. In the case of community service officers and corrections, three (3) uniform sets will be Class-B functional uniforms which will be machine washable and permanent press. One (1) additional uniform set will be a Class-A dress uniform which will require dry cleaning. Twenty percent (20%) of departmental protective vests will be replaced each year beginning with the oldest first.

15.8(b) Uniform and Clothing Maintenance for Deputies, Community Service Officers and Security Officers. For the purpose of maintaining uniforms, thirty dollars (\$30) shall be paid to uniformed deputies as cleaning reimbursement per pay period and forty dollars (\$40) per pay period for Criminal Deputies assigned as a Detective as a clothing allowance. The uniform and clothing allowance shall be taxed according to the rules of state and federal governments. However, such pay is not considered pay upon which fringe benefits and salary adjustments are calculated except PERS.

15.8(c) Footwear. Criminal Deputies, Correction Deputies, Security Officers and Community Service Officers are entitled to a maximum of three hundred fifty dollars (\$350) once every two (2) fiscal years to be applied toward the purchase or maintenance (defined as resole, heel replacement, or leather stitching) of acceptable footwear. If the Sheriff specifies a specific type of footwear to be worn by non-certified, nonuniformed personnel, then the County will pay a maximum of fifty (\$50) dollars annually to be applied toward the purchase.

15.8(d) Uniforms and Footwear for Clerical Employees.

Records Clerks will be required to purchase certain uniform-related items, as follows:

- (1) The County shall purchase four (4) shirts for each Records Clerk. The County will replace these shirts as needed and reasonable as determined by the Sheriff or designee.
- (2) Each Records Clerk shall be responsible for the purchase of trousers and shoes which conform to the uniform requirements, which are subject to change in the Sheriff's discretion. The County shall provide one hundred dollars (\$100) annual reimbursement for the purchase of these items. Reimbursement shall be made once during the fiscal year upon production of the receipts by the Records Clerk. Uniform requirements as of the date of this Agreement, subject to change in the Sheriff's discretion, are:
 - (A) Pants. Pants shall be black, navy blue, or khaki and "Dockers" style slacks (twill type fabric).
 - (B) Shoes. All shoes shall be closed toe of any color or black tennis shoes. Sandals shall not be purchased for or worn at work.
 - (C) Alterations. Alterations shall not be provided or reimbursed by the County.
- (3) Reimbursement will be made for the purchase of Dockers-style pants and closed toe shoes as specified in 2(A) and 2(B) above.
- (4) If the Sheriff discontinues the records clerks' uniform policy, the County's obligation to provide the one hundred dollars (\$100) reimbursement will cease. If such decision to discontinue occurs during the fiscal year, employees will receive a reimbursement for any uniform items purchased in that fiscal year prior to the discontinuation announcement.

15.8(e) The Sheriff may discontinue uniform cleaning reimbursement and provide in-kind cleaning to uniformed deputies furnished by a vendor of uniform shirts and trousers, and quarterly cleaning of jacket, plus additional cleaning required by extraordinary work circumstances.

15.9 Seniority.

15.9(a) Defined. Seniority is defined as total length of continuous service within the bargaining unit.

15.9(b) Use of Seniority. Subject to personnel requirements of the department, seniority will prevail as outlined in section 15.12(a) in employees selecting vacation time, shift preference, primary work site location, and days off.

15.9(c) Demotions. When an employee is demoted into a different division or is transferred laterally into a different division, all seniority rights shall follow them.

15.9(d) Layoff.

- (1) When the Sheriff determines that it is necessary to reduce the work force, due to lack of funds, he will, twenty-eight (28) days prior to the actual layoff, notify the Association in writing of the needed reduction. The notice shall contain a brief statement of the reasons for the layoff.
- (2) Except as provided in this paragraph, employees shall be laid off in inverse order of seniority (the last person appointed to the affected classification will be first laid off). Lay off of employees may be done outside of inverse order of seniority based upon legally established bona fide occupational qualifications ("BFOQ's").
- (3) Employees will be allowed to bump to a lower or lateral classification based on bargaining unit seniority if they can demonstrate the knowledge, skill, and ability to perform the work within the classification.

15.9(e) Recall.

- (1) The Sheriff shall recall those who have been laid off based on seniority in the reverse order of layoff.
- (2) It shall be the responsibility of the employee to keep the department informed of their current mailing address and telephone number. Notification of recall shall be by certified mail to the employee's last known address.
- (3) Should an employee on layoff be notified of a job opening for which they are qualified, they shall have five (5) calendar days in which to notify the Sheriff of their intent to accept the position and an additional ten (10) calendar days in which to report for duty. After the expiration of this time, the employee next in line shall be notified in accordance with the prescribed procedure and be given the right to recall.
- (4) The recall protection provided herein shall apply to employees who have been laid off up to twenty-four (24) months, or the length of their department seniority, whichever is less.

15.9(f) Seniority List. The Sheriff shall maintain a current seniority roster. The list shall show employee bargaining unit seniority as well as seniority by classification and by assignment.

15.9(g) Return of Managers/Confidential Employees to the Bargaining Unit. If management or confidential personnel return to the bargaining unit for any reason, they will do so with total department seniority. However, this seniority for total service as opposed to time in the bargaining unit will only be used for the purpose of determining whether those employees retain their job. For purposes of shift selection, or vacation scheduling, the employee's bargaining unit seniority shall be utilized.

15.9(h) Loss of Seniority. Only regular employees shall have seniority. Seniority shall be attained following the completion of the probationary period provided in Section 12.4(a). Seniority shall be broken or terminated if an employee:

- (1) Quits;
- (2) Is discharged for just cause;
- (3) Is laid off and fails to respond as provided in this article, Section 15.12(e);
- (4) Is laid off work for a period of time greater than twenty-four (24) months or a period of time equal to their (the employee's) seniority, whichever is shorter;
- (5) Fails to report for work at the termination of a leave of absence;
- (6) While on leave of absence accepts employment without permission; or
- (7) Is retired.

15.9(i) Seniority for Former Employees Rehired into the Bargaining Unit. An employee who quits employment with the Sheriff's Office, but is subsequently rehired by the Sheriff's Office within 180 days of their last date of employment, shall be reinstated to the seniority they had attained at the time the employee quit employment for the purposes of shift bidding pursuant to Article 3. 7(a), shift and vacation bidding for patrol and corrections deputies pursuant to Article 3.7(b), records clerk shift bids pursuant to Article 3.7(c), mini-bids pursuant to Article 3.7(d), lead deputy shift bids pursuant to Article 3.7(e), lead record clerk shift bids pursuant to Article 3.7(f), use of vacation and seniority pursuant to Article 5.2(d), use of seniority as set forth in Article 15.10(b), and layoffs under Article 15.10(d). The employee's reinstated seniority may not be exercised in any manner until the employee is fully qualified to perform the duties and responsibilities of the employee's position. As an illustration only, for example, if an employee who is required to be certified by the Oregon Department of Public Standards and Safety Training ("DPSST") to perform the duties and responsibilities of their position must reapply or take other action in order to reinstate or otherwise bring current their applicable certification, that employee may not exercise any selection or right using the reinstated seniority until such time as DPSST has approved or taken any other action necessary such that the employee has the required certification to fully perform the duties and responsibilities of their position.

15.10 Personal Property Loss.

Upon being furnished reasonable proof of actual loss or damage to any of the items listed below in the line of duty, the Sheriff shall pay the replacement cost of a comparable item not to exceed three hundred dollars (\$300) per item:

- (a) Wristwatch not to exceed fifty dollars (\$50);
- (b) Prescription eye wear, the actual replacement cost not covered by insurance will be paid; and

- (c) Any other item of personal property required by the Sheriff.

15.11 Association Business.

15.11(a) Time Off for Association Representatives. Subject to the monthly limits specified herein, the County agrees to allow time off with reasonable prior notice without loss of pay for members who are designated Association representatives (not to exceed five), a list of which will be kept current with the County, for Association business unless such absences seriously hamper the normal operation of the department. No more than three (3) employees may be off at one time.

To this end, exclusive of bargaining activities, but inclusive of grievance investigation resolution, the Association will be granted a total of twelve (12) hours per month to designate for said business. A log of time used shall be maintained by the department. The unused monthly hours, up to a total of forty (40) hours of pay, may be accumulated for collective bargaining sessions as provided in (b) below.

15.11(b) Collective Bargaining Activities. The time for collective bargaining activities shall be mutually agreed upon by the County and the Association. The County shall be notified by the Association in advance of negotiations regarding the names of designated bargaining representatives. Collective bargaining activities shall be held during day shift hours (8:00 a.m. – 5:00 p.m.), on County premises and without loss of pay to authorized participating employees, unless otherwise mutually agreed by the parties. The County shall adjust the work schedules of the Association bargaining team to ensure that no more than three members of the team are considered on-duty for the time spent bargaining. The work schedule adjustment is subject to the operational needs of the Department.

15.12 Records Clerk Assignments.

The Association agrees that the Sheriff has the authority to make job assignments within the Records Clerk job classification in order to operate the department productively. The Sheriff agrees to assign duties fairly and objectively.

Some responsibilities that are normally assigned to only one clerk include, but are not limited to, warrants and concealed weapons permits, civil processes, and returns to the court. These assignments may be performed by one or more clerks depending on the Sheriff's assessment of the operating requirements of the department.

The Association and the County recognize and agree that civil, warrants and inmate classification job assignments for records clerks will not be according to seniority, and because of the nature of the specific responsibilities and operating requirements, are not subject to shift bidding and selection of days off according to seniority. All other records clerk positions are subject to shift bidding and selection of days off according to seniority.

The Sheriff agrees to assign duties fairly and objectively to ensure maximum productivity for the department.

15.13 Wellness.

The County and the Association agree to abide by the terms of the Americans with Disabilities Act.

15.14 Sheriff or their Designee.

Any reference to the Sheriff in this Agreement shall mean a reference to the Sheriff or the designee of the Sheriff in the absence of the Sheriff.

15.15 Existing Conditions.

The Sheriff and the Association agree to bargain those changes in working conditions that the ERB has determined to be mandatory under PECBA, as provided under the terms of ORS 243.698, including written notice of the change to the Association before the change is made.

15.16 Probationary Status.

15.16(a) Probationary Period. The entry probationary period is eighteen (18) months of full-time employment for patrol and correction deputies who are not DPSST certified for the position that they are hired into on date of hire. The entry probationary period for patrol and correction deputies who are DPSST certified for the position they are hired into is twelve (12) months of full-time employment. The entry probationary period for non-sworn positions is twelve (12) months of full-time employment. During the term of a probationary period, such employees shall be entitled to all rights and privileges of this Agreement except with respect to termination.

15.16(b) Promotional and Transfer Appointments. Promotional appointments and career development transfers shall be tentative with a probationary status of nine (9) months. If a DPSST certified officer is hired into a DPSST certified position for which the employee is not certified (corrections to patrol or patrol to corrections), then the probationary period is fifteen (15) months. An employee serving a probationary period after such a promotion or transfer shall be returned to their former position, if, in the judgment of the Sheriff, they are incapable of fulfilling their new duties. All discipline for other than training deficiencies shall be done in accordance with Articles 12.1 – 12.3.

15.16(c) If a probationary employee is absent from work or unable to perform regular duties for a period in excess of three (3) weeks during the FTEP program or during probation, the probation period shall be extended by a period equal to the absence.

15.16(d) Probation may be extended up to six (6) months by the Sheriff if the Sheriff determines that probationary performance has not been fully satisfactory and that the employee could succeed with further opportunity.

15.17 Reimbursement for Training of Police Officers.

In accordance with ORS 181A.620, the County shall seek reimbursement of qualifying training expenses from subsequent law enforcement units for Deputies who voluntarily leave employment.

ARTICLE 16 – COMPENSATION

16.1 Maintenance of Compensation Plan.

Effective on the first full pay period in July 2023, the salary schedule for all bargaining unit members will be increased seven percent (7.0%).

Effective on the first full pay period in July 2023, the base salary schedule for all corrections deputies will be increased to equal the base patrol deputy salary schedule.

Effective on the first full pay period in July 2023, the base salary schedule for Records Clerks will be step 1 through step 6. The current steps will be renumbered 1 through 5 and a new step 6 will be added.

Pay for clerks employed upon ratification:

Clerks at Step 2 move to Step 1 (same base pay before COLA)

Clerks at Step 3 move to Step 2 (same base pay before COLA)

Clerks at Step 4 move to Step 3 (same base pay before COLA)

Clerks at Step 5 move to Step 4 (same base pay before COLA)

Clerks at Step 6 < 1 year move to Step 5 (same base pay before COLA)

Clerks at Step 6 > 1 year move to new Step 6

All compensation and performance dates (anniversary dates) shall be in accordance with Article 16.5 and may not be grieved.

Effective on the first full pay period in July 2024, the salary schedule for all bargaining unit members will be increased by five (5%) percent, then by an amount equal to the percentage change in the annual (CPI-W) All U.S. Cities index, with a minimum of three percent (3%) and a maximum of six percent (6%).

Effective the first full pay period in July 2025, the salary schedule for all bargaining unit members will be increased by an amount equal to the percentage change in the annual (CPI-W) All U.S. Cities index, with a minimum of three percent (3%) and a maximum of six percent (6%).

Salary adjustments will maintain five percent (5%) between steps.

16.2 Administration of the Compensation Plan.

16.2(a) Rates of Pay. Each employee shall be paid at one of the rates in the salary range for the class in which they are employed.

16.2(b) Entrance Salary. The starting pay for a new hire who is not employed by the County will be determined by the County's regular process for determining starting pay. An internal applicant selected to fill a vacant position with a lesser pay range, shall receive the step in the new range closest to the internal applicant's former rate of pay which does not provide an increase.

16.3 Movement to Higher Classification.

If an employee is promoted to a higher classification at a higher salary schedule, they shall receive the salary in the schedule for the new position, which is next higher than the salary they had been receiving.

16.3(a) Promotion Defined. Promotion is defined as being raised in position or rank as a result of a competitive examination.

16.3(b) Step Up, Step Down. If an employee works in a higher classification for one hour or more, such employee shall receive a premium of five percent (5%) for the full shift. Returning to their former classification shall mean returning to their former pay.

16.4 Promotions.

Employees promoted to a bargaining unit position with a higher pay schedule than the employee's present schedule shall receive the salary in the new schedule which is at the level next higher than the employee's current rate of pay.

16.5 Performance Step Salary Increase.

Employees will receive salary increases upon becoming eligible. Such eligibility will be determined by steps specified in Attachment A and the results of management's recent performance evaluations.

Employees shall remain at each step according to the following:

- Step 1 - 12 full calendar months
- Step 2 - 6 full calendar months
- Step 3 - 6 full calendar months
- Step 4 - 12 full calendar months
- Step 5 - 12 full calendar months
- Step 6 - Remainder of time in range

In the event performance evaluation warrants, in management's opinion, the withholding of an increase, such action shall be considered a disciplinary action and the provisions of Article 12 shall control. An employee who has had an increase withheld will be put on special administrative evaluations and the increase may be restored if the next two (2) evaluations warrant restoration.

16.6 Pay Periods.

The payday shall be established by the County upon prior notice to the Association.

16.7 Court Time and Call-Back.

16.7(a) Court Time. Employees who are required to spend off-duty time in court in connection with their official duties shall be compensated at the rate of one and one-half (1½) times the employee's regular rate of pay. Employees whose shifts begin or end while in court shall be paid for the actual overtime worked. A minimum of three (3) hours shall be allowed for court time and call-back. Employees who are notified of a scheduled court appearance on a day off shall be available to receive a call between 8:00 and 9:00 am. on the morning of the scheduled trial to verify the court appearance. If advised to report the employee shall be compensated as specified herein. If not scheduled, the employee shall be released from further responsibility. Employees are not subject to call-back if returning to work is necessary to perform previously completed duties which were incompletely or improperly performed.

16.7(b) Annexed Overtime and Court Appearance. All assigned work and court appearances scheduled within three (3) hours after the completion of an employee's shift will be compensated as regular overtime work. Such time will be computed from the time the employee would normally have gone off shift to the end of the last assigned duty or court appearance. Similarly, all assigned work and/or court appearances scheduled within the three (3) hours immediately preceding the beginning of an employee's work shift will be compensated as regular overtime work. Such time will be computed from the beginning of the first assigned duty or court appearance to the beginning of the employee's shift.

16.7(c) Non-annexed Call-Back, Overtime and Court Appearances. Employees who have been released from their regular shift and are called back for assignments or court appearances more than three (3) hours after the end of their shift or overtime annexation and more than three (3) hours prior to their next shift shall be compensated at the overtime rate for a minimum of three (3) hours. Such compensation is intended as full compensation for all assigned work and/or court appearances falling within the three (3) hour period.

16.8 Certification Pay.

All employees of the bargaining unit shall be granted equal opportunity to become certified for the job they perform as defined and regulated by the Oregon Department of Board on Public Safety Standards and Training (DPSST).

16.8(a) Base Rate. Base rate salary does not require certification or college level work.

16.8(b) Base rate salary with possession of an intermediate certificate. Employees who possess an intermediate certificate issued by DPSST shall, upon application, receive additional compensation at the rate of two and one-half percent (2.5%) of their annual salary.

16.8(c) Base rate salary with either possession of an advanced certificate or an AA degree or its equivalent and an intermediate certificate. Employees who possess either (1) an advanced certificate issued by DPSST, or (2) an intermediate certificate issued by DPSST and accredited

college units equal to two (2) years' college work or ninety-three (93) college credits shall, upon application, receive additional compensation at the rate of five percent (5%) of their annual salary. This change will not affect employees who were employed on or before July 1, 1994.

16.8(d) Base rate salary with either a BA Degree or its equivalent, and intermediate certificate, or an advanced certificate and an Associate's Degree or its equivalent. Employees who possess either (1) an intermediate certificate issued by DPSST and accredited college units equal to four (4) years of college level work, or (2) an advanced certificate issued by DPSST and accredited college units equal to two (2) years of college level work shall, upon application, receive additional compensation at the rate of seven and one-half percent (7.5%) of their annual salary.

16.8(e) Base rate with both a BA Degree or its Equivalent and advanced certificate. Employees who possess both an advanced certificate issued by DPSST, and accredited college units equal to four (4) years college work, shall, upon application, receive additional compensation at the rate of ten percent (10%) of their annual salary.

Section 16.8(f) Bilingual Pay. Employees who test and are designated as fluent bilingual by the Sheriff shall be paid a five percent (5%) premium pay based on base salary. Employees who test and are designated as proficient bilingual by the Sheriff shall be paid a three and one-half percent (3.5%) premium pay based on base salary. Employees shall retest every three years to maintain this incentive.

Section 16.8(g) Employees holding an EMT certification may be assigned as needed by the Sheriff and shall be paid premium pay based on base salary as follows:

EMT – Basic	1.0%
EMT – Intermediate	2.0%
EMT – Paramedic	3.0%

The County will pay for the initial and renewal application fees for employees assigned as EMT.

16.9 Dog Handler.

Any employee serving as a dog handler for the County shall receive a premium pay of five percent (5%) of their base salary while serving in that capacity to cover time spent in the care, feeding, and grooming of the K-9. This amount is predicated on a differential wage rate for canine care equal to minimum wage except when taking canine to veterinary care.

16.10 Detective Pay.

Effective July 1, 2008, Deputies assigned as detective in the investigative division will be paid an additional incentive of five (5%) percent while serving in that capacity for the duration of the assignment. A deputy temporarily assigned to the investigative division for ninety (90) days or less will not be eligible for detective pay.

16.11 Lead Deputy and Clerk Pay.

Deputies assigned as a lead deputy and clerks assigned as a lead clerk will be paid an additional incentive of five percent (5%) while service in that capacity for the duration of the assignment. A lead deputy assigned to work in the investigative division shall not be eligible for detective pay in addition to lead deputy pay.

16.12 Transportation Pay.

Effective on the first full pay period in July 2017 or on the first full pay period following full ratification of the contract by both parties, whichever is later, corrections deputies assigned as transportation deputies will be paid an additional incentive of two and one-tenth percent (2.1%) while serving in that capacity for the duration of the assignment. A corrections deputy temporarily assigned to the transportation assignment for ninety (90) days or less will not be eligible for transportation pay. The transportation deputy classification will be eliminated upon the transportation assignment becoming effective. Employees currently serving as transportation deputy will be reclassified to corrections deputies and assigned to the transportation assignment as determined by the Sheriff.

16.13 Defensive Tactics, Firearms, First Aid or Emergency Vehicle Operations Course ("EVOC") Instructor Assignment.

Effective on the first full pay period in July 2017 or on the first full pay period following full ratification of the contract by both parties, whichever is later, deputies assigned as Defensive Tactics, Firearms, First Aid or EVOC instructors will receive an additional incentive of five percent (5%) for the actual time worked conducting trainings. Employees will not receive more than five percent (5%) pay if they are instructing on more than one discipline outlined in this section at a single training.

16.14 Payment of Certification and Incentive Pay.

Certification and college incentive pay shall be payable for full biweekly periods, commencing the first pay period after notification from the employee to the County of attainment of the status entitling the employee to such pay.

16.15 Foul Weather Gear.

The Sheriff agrees to provide adequate rain gear.

16.16 Reserves/Volunteers.

Reserves/volunteers may be used to perform department related tasks and auxiliary functions as determined by the Sheriff. Reserves/volunteers will not be utilized to replace bargaining unit employees in the performance of their primary job responsibilities. In no event shall reserves/volunteers be compensated except as provided for in Article 16.15.

16.17 Extra Duty.

The Sheriff and the Association are dedicated to improving productivity and promoting additional job opportunities not in conflict with regular employment and management of the department. Extra duty is defined as paid work of an additional nature such as security, parades, and special patrol at community events. Extra duty will be first offered to bargaining unit employees at their straight time rate of pay. If the Sheriff needs additional personnel, non-bargaining unit personnel may be utilized at an appropriate rate of pay.

16.18 Differential Pay for Records Clerks.

Inasmuch as some Records Division personnel are required to work hours other than 8:00 a.m. to 5:00 p.m., Monday through Friday, for the same salary as those who enjoy the privilege of working those hours, the Sheriff agrees to pay a hardship bonus as follows:

16.18(a) Swing and Split Shifts. Records Clerk assigned to work swing shift and/or split shift shall be paid a bonus of forty-five dollars (\$45) per month.

16.18(b) Graveyard Shift. Records Clerks assigned to work entire graveyard shift shall be paid a bonus of fifty dollars (\$50) per month.

16.19 Field Training Officers.

Employees who are assigned to a field training officer position for newly hired employees shall be paid an additional five percent (5%) while serving in that capacity. The field training officer must be certified by the field training evaluation program.

16.20 Extra Compensation.

At the discretion of the Sheriff, employees may receive extra compensation for achievements of outstanding merit. Extra compensation shall be awarded in amounts not to exceed two and one-half percent (2.5%) of an employee's base salary, for any period of time ranging from two (2) weeks to one (1) calendar year.

Extra compensation shall be granted only for the following reasons:

- (a) Ideas that save the County significant amounts of money, materials, or time.
- (b) Ideas of programs that significantly improve services to the public or user groups.
- (c) Significant documented outstanding performance in carrying out job duties.
- (d) Significant contributions to team, division, department, or County success.

Extra compensation shall not be granted for the purpose of longevity, working unpaid overtime, or personal friendship.

16.21 Final Paycheck.

Upon termination from employment for any reason (including, but not limited to, discharge, retirement, or voluntary quit with or without prior notice), the County shall have until the next regularly scheduled payday after the date of the employee's termination to pay the employee all wages earned and unpaid at the time of the employee's termination.

16.22 Direct Deposit.

Effective on July 1, 2014 or the first full pay period following ratification of the contract by both parties, all bargaining unit employees shall receive their pay checks through direct deposit.

16.23 Medical Examiners.

Employees designated as medical examiners shall receive an additional two and one-half percent (2.5%) added to their base pay while serving in that capacity for the duration of the assignment.

16.24 Detective Digital Forensics.

Employees designated as digital forensics detectives shall receive an additional five (5%) percent added to their base pay while serving in that capacity for the duration of the assignment.

ARTICLE 17 - SAVINGS CLAUSE

17.1 Unlawful and Unenforceable Sections of this Agreement.

Should any article, section, or portion thereof of this Agreement be held unlawful or unenforceable by a court of competent jurisdiction, such decision of the court shall apply only to the specified article, section, or portion thereof, directly specified in the decision. Upon the issuance of such a decision the parties shall agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof.

ARTICLE 18 – TERM OF AGREEMENT

18.1 Term of Agreement.

Except as specifically indicated herein, this contract shall be in effect upon final execution through June 30, 2026.

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

18.2 Negotiation Period.

This Agreement shall be automatically renewed from year to year after its expiration date above, and shall be binding for additional periods of one year, unless either the County or the Association gives written notice to the other no later than January 1 preceding the expiration date of its desire to modify the Agreement.

FOR THE ASSOCIATION

Steven Sagert II Date
President, JCSEA

FOR THE COUNTY

Danny Jordan Date
County Administrator

APPROVED BY THE SHERIFF

Nathan Sickler Date
County Sheriff

ATTACHMENT A - SALARY SCHEDULE



Jackson County Sheriff's Employees' Association (JCSEA)
Salary Schedule
July 3, 2023 - 7% Increase


Title	Class	Range	Step1	Step 2	Step 3	Step 4	Step 5	Step 6
	Code		(1 Year)	(6 Months)	(6 Months)	(1 Year)	(1 Year)	
Security Officer	102	510	17.70	18.59	19.51	20.49	21.52	22.59
Records Clerk	108	521	20.90	21.95	23.04	24.19	25.40	26.67
Criminal Data Technician	101	542	21.69	22.78	23.91	25.11	26.36	27.68
Search and Rescue Assistant	112	542	21.69	22.78	23.91	25.11	26.36	27.68
Community Services Officer	130	545	23.38	24.55	25.78	27.07	28.42	29.84
Property/Evidence Clerk	190	550	25.37	26.64	27.97	29.37	30.84	32.38
Corrections Deputy	114A	581	29.24	30.70	32.24	33.85	35.54	37.32
	114B	582	29.94	31.44	33.01	34.66	36.39	38.21
	114C	583	30.72	32.26	33.87	35.56	37.34	39.21
	114D	584	31.46	33.03	34.69	36.42	38.24	40.15
	114E	585	32.16	33.77	35.46	37.23	39.09	41.05
Criminal Deputy	120A	581	29.24	30.70	32.24	33.85	35.54	37.32
	120B	582	29.94	31.44	33.01	34.66	36.39	38.21
	120C	583	30.72	32.26	33.87	35.56	37.34	39.21
	120D	584	31.46	33.03	34.69	36.42	38.24	40.15
	120E	585	32.16	33.77	35.46	37.23	39.09	41.05

Final 9/28/23


ATTACHMENT B – SUMMARY OF BENEFITS AND COVERAGE

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services
 Regence BlueCross BlueShield of Oregon: Regence Innova®

Coverage Period: 10/01/2023 – 09/30/2024
 Coverage for: Individual and Eligible Family | Plan Type: PPO

 The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE:** Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, go to <https://regence.com> or call 1 (888) 367-2116. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at healthcare.gov/sbc-glossary or call 1 (888) 367-2116 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	\$100 individual / \$300 family per calendar year.	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> . This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at healthcare.gov/coverage/preventive-care-benefits/ .
Are there services covered before you meet your <u>deductible</u> ?	Yes. Certain <u>preventive care</u> and those services listed below as " <u>deductible</u> does not apply" or as "No charge."	
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	\$1,000 individual / \$2,000 family per calendar year.	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Coinsurance</u> for acupuncture services and spinal manipulations, <u>premiums</u> , <u>balance-billing</u> charges, and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See https://regence.com/go/OR/Preferred or call 1 (888) 367-2116 for a list of <u>network providers</u> .	You pay the least if you use a <u>provider</u> in the preferred <u>network</u> . You pay more if you use a <u>provider</u> in the participating <u>network</u> . You will pay the most if you use a <u>nonparticipating provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use a <u>nonparticipating provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .

 All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Preferred Provider (You pay the least)	Participating Provider (You pay more)	Nonparticipating Provider (You pay the most)	
If you visit a health care <u>provider's</u> office or clinic	Primary care visit to treat an injury or illness	\$10 <u>copay</u> / office visit, <u>deductible</u> does not apply; 10% <u>coinsurance</u> for all other services	\$25 <u>copay</u> / office visit, <u>deductible</u> does not apply; 30% <u>coinsurance</u> for all other services	30% <u>coinsurance</u>	<u>Copayment</u> applies to each preferred or participating office visit only. All other services are covered at the <u>coinsurance</u> specified, after <u>deductible</u> . Acupuncture services are subject to 20% <u>coinsurance</u> , <u>deductible</u> does not apply. 24 acupuncture visits / year Spinal manipulations are subject to 20% <u>coinsurance</u> , <u>deductible</u> does not apply. 24 spinal manipulation visits / year <u>Coinurance</u> for acupuncture services and spinal manipulations does not apply to the <u>out-of-pocket limit</u> . No charge for adult immunizations that fall outside of the federal guidelines. You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your <u>plan</u> will pay for.
	<u>Specialist</u> visit	\$10 <u>copay</u> / office visit, <u>deductible</u> does not apply; 10% <u>coinsurance</u> for all other services	\$25 <u>copay</u> / office visit, <u>deductible</u> does not apply; 30% <u>coinsurance</u> for all other services	30% <u>coinsurance</u>	
	Preventive <u>care/screening</u> /immunization	No charge	No charge	No charge	
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	No charge for the first \$500 / year, then 10% <u>coinsurance</u> for outpatient services; 10% <u>coinsurance</u> for inpatient services	No charge for the first \$500 / year, then 30% <u>coinsurance</u> for outpatient services; 30% <u>coinsurance</u> for inpatient services	No charge for the first \$500 / year, then 30% <u>coinsurance</u> for outpatient services; 30% <u>coinsurance</u> for inpatient services	Once outpatient <u>diagnostic tests</u> and imaging combined reach \$500 / year, services are covered at the <u>coinsurance</u> specified, after <u>deductible</u> .
	Imaging (CT/PET scans, MRIs)	No charge for the first \$500 / year, then 10% <u>coinsurance</u> for outpatient services;	No charge for the first \$500 / year, then 30% <u>coinsurance</u> for outpatient services;	No charge for the first \$500 / year, then 30% <u>coinsurance</u> for outpatient services;	

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Preferred Provider (You pay the least)	Participating Provider (You pay more)	Nonparticipating Provider (You pay the most)	
		10% <u>coinsurance</u> for inpatient services	30% <u>coinsurance</u> for inpatient services	30% <u>coinsurance</u> for inpatient services	
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at https://regence.com/go/2023/OR/3tier	Tier 1	\$5 <u>copay</u> / retail prescription \$10 <u>copay</u> / home delivery prescription \$10 <u>copay</u> / self-administrable cancer chemotherapy prescription			<u>Prescription drugs</u> not on the Drug List are not covered, unless an exception is approved. <u>Deductible</u> does not apply. 90-day supply / retail prescription (your <u>cost share</u> is per 30-day supply) 90-day supply / home delivery (mail order) prescription 30-day supply / <u>specialty drug</u> retail prescription <u>Specialty drugs</u> are not available through home delivery (mail order). Coverage includes compound medications at 50% <u>coinsurance</u> . <u>Cost shares</u> for insulin will not exceed \$80 / 30-day supply retail prescription or \$240 / 90-day supply home delivery (mail order) prescription. No charge for certain preventive drugs, contraceptives and immunizations at a participating pharmacy. The first fill of <u>specialty drugs</u> may be provided by a retail pharmacy; additional refills must be provided by a specialty pharmacy.
	Tier 2	\$15 <u>copay</u> / retail prescription \$30 <u>copay</u> / home delivery prescription \$50 <u>copay</u> / self-administrable cancer chemotherapy prescription			
	Tier 3	\$35 <u>copay</u> / retail prescription \$70 <u>copay</u> / home delivery prescription \$100 <u>copay</u> / self-administrable cancer chemotherapy prescription			
	<u>Specialty drugs</u>	Refer to tier 2 and tier 3 drugs above.			
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	5% <u>coinsurance</u> for ambulatory surgery centers; 10% <u>coinsurance</u> for all other facilities	30% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Physician/surgeon fees	5% <u>coinsurance</u> for ambulatory surgery center physicians; 10% <u>coinsurance</u> for	30% <u>coinsurance</u>	30% <u>coinsurance</u>	None

Common Medical Event	Services You May Need	Preferred Provider (You pay the least)	What You Will Pay		Limitations, Exceptions, & Other Important Information
			Participating Provider (You pay more)	Nonparticipating Provider (You pay the most)	
		all other physicians			
If you need immediate medical attention	<u>Emergency room care</u>	10% <u>coinsurance</u> after \$100 <u>copay</u> / visit	10% <u>coinsurance</u> after \$100 <u>copay</u> / visit	10% <u>coinsurance</u> after \$100 <u>copay</u> / visit	<u>Copayment</u> applies to facility charge for each visit (waived if admitted), whether or not the deductible has been met.
	<u>Emergency medical transportation</u>	10% <u>coinsurance</u>	10% <u>coinsurance</u>	10% <u>coinsurance</u>	None
	<u>Urgent care</u>	Covered the same as If you visit a health care provider's office or clinic (Primary care visit or Specialist visit) or If you have a test above.			None
If you have a hospital stay	Facility fee (e.g., hospital room)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Physician/surgeon fees	10% <u>coinsurance</u>	30% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$10 <u>copay</u> / office visit, <u>deductible</u> does not apply;	\$10 <u>copay</u> / office visit, <u>deductible</u> does not apply;	30% <u>coinsurance</u> , <u>deductible</u> does not apply for office / psychotherapy visits	<u>Copayment</u> applies to each preferred or participating office/psychotherapy visit only. All other services are covered at the <u>coinsurance</u> specified, after <u>deductible</u> .
		10% <u>coinsurance</u> for all other services	10% <u>coinsurance</u> for all other services		
	Inpatient services	10% <u>coinsurance</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you are pregnant	Office visits	10% <u>coinsurance</u>	30% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of services, <u>copayment</u> , <u>coinsurance</u> or <u>deductible</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	30% <u>coinsurance</u>	
	Childbirth/delivery facility services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	30% <u>coinsurance</u>	
If you need help recovering or have other special health needs	<u>Home health care</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	<u>Rehabilitation services</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	30% <u>coinsurance</u>	Includes physical therapy, occupational therapy and speech therapy.
	<u>Habilitation services</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	30% <u>coinsurance</u>	Neurodevelopmental therapy limited to individuals under age 18. Includes physical therapy, occupational therapy

Common Medical Event	Services You May Need	Preferred Provider (You pay the least)	What You Will Pay Participating Provider (You pay more)	Nonparticipating Provider (You pay the most)	Limitations, Exceptions, & Other Important Information
	<u>Skilled nursing care</u>	10% coinsurance	30% coinsurance	30% coinsurance	and speech therapy. None
	<u>Durable medical equipment</u>	10% coinsurance	30% coinsurance	30% coinsurance	None
	<u>Hospice services</u>	10% coinsurance	30% coinsurance	30% coinsurance	None
If your child needs dental or eye care	Children's eye exam	Not covered	Not covered	Not covered	None
	Children's glasses	Not covered	Not covered	Not covered	None
	Children's dental check-up	Not covered	Not covered	Not covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)		
<ul style="list-style-type: none">• Bariatric surgery• Cosmetic surgery, except congenital anomalies• Dental care (Adult)	<ul style="list-style-type: none">• Infertility treatment• Long-term care• Private-duty nursing	<ul style="list-style-type: none">• Routine eye care (Adult)• Routine foot care, except for diabetic patients• Weight loss programs
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
<ul style="list-style-type: none">• Abortion• Acupuncture• Chiropractic care, spinal manipulations only	<ul style="list-style-type: none">• Hearing aids for individuals up to age 19, or individuals 19 years of age up to age 26 and enrolled in a secondary school or an accredited educational institution	<ul style="list-style-type: none">• Non-emergency care when traveling outside the U.S.

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the U.S. Department of Labor, Employee Benefits Security Administration at 1 (866) 444-3272 or dol.gov/ebsa/healthreform, or the U.S. Department of Health and Human Services, Center for Consumer Information and Insurance Oversight at 1 (877) 267-2323 ext. 61565 or ccio.cms.gov or your state insurance department. You may also contact the plan at 1 (888) 367-2116. Other coverage options may be available to you too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit HealthCare.gov or call 1 (800) 318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your plan. For more information about your rights, this notice, or assistance, contact the plan at 1 (888) 367-2116 or visit regence.com or the U.S. Department of Labor, Employee Benefits Security Administration at 1 (866) 444-3272 or dol.gov/ebsa/healthreform. You may also contact the Oregon Division of Financial Regulation by calling 1 (503) 947-7984 or the toll-free message line at 1 (888) 877-4894; by writing to the Oregon Division of Financial Regulation, Consumer Advocacy Unit, P.O. Box 14480, Salem, OR 97309-0405; through the Internet at: dfr.oregon.gov/help/complaints-licenses/Pages/file-complaint.aspx; or by E-mail at: DFRInsuranceHelp@oregon.gov.

Does this plan provide Minimum Essential Coverage? Yes

[Minimum Essential Coverage](#) generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a plan through the [Marketplace](#).

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1 (888) 367-2116.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)	
■ The <u>plan's</u> overall <u>deductible</u>	\$100
■ <u>Specialist</u> <u>copayment</u>	\$10
■ Hospital (facility) <u>coinsurance</u>	10%
■ Other <u>coinsurance</u>	10%
This EXAMPLE event includes services like: <u>Specialist</u> office visits (<i>prenatal care</i>) Childbirth/Delivery Professional Services Childbirth/Delivery Facility Services <u>Diagnostic tests</u> (<i>ultrasounds and blood work</i>) <u>Specialist</u> visit (<i>anesthesia</i>)	
Total Example Cost	\$12,700
In this example, Peg would pay:	
Cost Sharing	
<u>Deductibles</u>	\$100
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$900
What isn't covered	
Limits or exclusions	\$61
The total Peg would pay is	\$1,061

Managing Joe's Type 2 Diabetes (a year of routine in-network care of a well-controlled condition)	
■ The <u>plan's</u> overall <u>deductible</u>	\$100
■ <u>Specialist</u> <u>copayment</u>	\$10
■ Hospital (facility) <u>coinsurance</u>	10%
■ Other <u>coinsurance</u>	10%
This EXAMPLE event includes services like: <u>Primary care physician</u> office visits (<i>including disease education</i>) <u>Diagnostic tests</u> (<i>blood work</i>) <u>Prescription drugs</u> <u>Durable medical equipment</u> (<i>glucose meter</i>)	
Total Example Cost	\$5,600
In this example, Joe would pay:	
Cost Sharing	
<u>Deductibles</u>	\$100
<u>Copayments</u>	\$366
<u>Coinsurance</u>	\$69
What isn't covered	
Limits or exclusions	\$178
The total Joe would pay is	\$713

Mia's Simple Fracture (in-network emergency room visit and follow up care)	
■ The <u>plan's</u> overall <u>deductible</u>	\$100
■ <u>Specialist</u> <u>copayment</u>	\$10
■ Hospital (facility) <u>coinsurance</u>	10%
■ Other <u>coinsurance</u>	10%
This EXAMPLE event includes services like: <u>Emergency room care</u> (<i>including medical supplies</i>) <u>Diagnostic test</u> (<i>x-ray</i>) <u>Durable medical equipment</u> (<i>crutches</i>) <u>Rehabilitation services</u> (<i>physical therapy</i>)	
Total Example Cost	\$2,800
In this example, Mia would pay:	
Cost Sharing	
<u>Deductibles</u>	\$100
<u>Copayments</u>	\$135
<u>Coinsurance</u>	\$214
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$449

The plan would be responsible for the other costs of these EXAMPLE covered services.



The Summary of Benefits and Coverage (SBC) document will help you choose a vision plan. The SBC shows you how you and the plan would share the cost for covered vision care services. **NOTE:** Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, go to <https://regence.com>. For provider or benefit questions call VSP at 1 (844) 299-3041. For membership questions call Regence at 1 (888) 367-2116. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at healthcare.gov/sbc-glossary or call 1 (888) 367-2116 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	\$0	See the Common Vision Event chart below for your costs for services this <u>plan</u> covers.
Are there services covered before you meet your <u>deductible</u> ?	Not applicable.	See the Common Vision Event chart below for your costs for services this <u>plan</u> covers.
Are there other <u>deductibles</u> for specific services?	No.	See the Common Vision Event chart below for your costs for services this <u>plan</u> covers.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	Not applicable.	This <u>plan</u> does not have an <u>out-of-pocket limit</u> on your expenses.
What is not included in the <u>out-of-pocket limit</u> ?	Not applicable.	This <u>plan</u> does not have an <u>out-of-pocket limit</u> on your expenses.
Will you pay less if you use a <u>network provider</u> ?	Yes. See https://regence.com/go/OR/VSPNetwork or call 1 (844) 299-3041 for a list of VSP doctors.	This <u>plan</u> uses a vision <u>provider network</u> (Vision Service Plan). You will pay less if you use a vision <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network</u> vision <u>provider</u> , and you might receive a bill from a vision <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>).
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .


Common Vision Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		VSP Doctor (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a vision care <u>provider's</u> office or clinic	Routine vision examination	No charge	No charge up to the <u>out-of-network provider</u> limit	For services provided by an <u>out-of-network provider</u> , you pay all charges up front then submit a claim for reimbursement. 1 routine eye examination / calendar year Routine eye examination limited to \$45 for <u>out-of-network providers</u> .
	Vision hardware	No charge up to the VSP doctor limit	No charge up to the <u>out-of-network provider</u> limit	For services provided by an <u>out-of-network provider</u> , you pay all charges up front then submit a claim for reimbursement. 2 pair of frames / calendar year First pair of frames limited to \$300 for VSP doctors; second pair of frames limited to \$150 for VSP doctors. First pair of frames limited to \$165 for VSP approved wholesale/retail vendors; second pair of frames limited to \$80 for VSP approved wholesale/retail vendors. Frames limited to \$70 for <u>out-of-network providers</u> . 1 pair of standard glass or plastic lenses / calendar year for either: Single vision lenses; Lined bifocal (or standard progressive) lenses; Lined trifocal lenses; Lenticular lenses; or Contact lenses*. Elective contact lenses* limited up to \$300 for VSP doctors. Necessary contact lenses* limited to a calendar year supply for VSP doctors. Single vision lenses limited to \$30 for out-of-network providers. Lined bifocal (or standard progressive) lenses limited

Common Vision Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		VSP Doctor (You will pay the least)	Out-of-Network Provider (You will pay the most)	
				<p>to \$50 for <u>out-of-network providers</u>. Lined trifocal lenses limited to \$65 for <u>out-of-network providers</u>. Lenticular lenses limited to \$100 for <u>out-of-network providers</u>. Elective contact lenses* (including fitting/evaluation services) limited to \$105 once / calendar year for <u>out-of-network providers</u>. Necessary contact lenses* (including fitting/evaluation services) limited to a calendar year supply up to \$210 for <u>out-of-network providers</u>.</p> <p>*Contact lenses are in lieu of all other frame and lens benefits. When you receive contact lenses, you will not be eligible for any frames or other types of lenses until the next calendar year.</p>
	Contact lens evaluation and fitting examination	\$60 <u>copay</u>	No charge up to the <u>out-of-network provider</u> limit	<p>For services provided by an <u>out-of-network provider</u>, you pay all charges up front then submit a claim for reimbursement.</p> <p>1 contact lens evaluation and fitting examination / calendar year Elective contact lens evaluation and fitting examination (including elective contact lenses) limited to \$105 for <u>out-of-network providers</u>. Necessary contact lens evaluation and fitting examination (including necessary contact lenses) limited to \$210 for <u>out-of-network providers</u>.</p>
	Low vision supplemental examinations (testing)	No charge	No charge up to the <u>out-of-network provider</u> limit	For services provided by an <u>out-of-network provider</u> , you pay all charges up front then submit a claim for reimbursement.
	Low vision supplemental care aids	25% <u>coinsurance</u>	25% <u>coinsurance</u>	\$1,000 low vision maximum / 2 calendar years, including supplemental examinations (testing) and care aids


Common Vision Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		VSP Doctor (You will pay the least)	Out-of-Network Provider (You will pay the most)	
				2 supplemental examinations / 2 calendar years Supplemental examinations limited to \$125 for <u>out-of-network providers</u> .

Excluded Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)		
• Corrective vision treatment of an experimental nature	• Fees, taxes and interest	• Orthoptics or vision training
• Cosmetic services and supplies	• Medical or surgical treatment of the eyes	• Plano lenses
	• Non-direct patient care	• Two pair of glasses in lieu of bifocals

 The Summary of Benefits and Coverage (SBC) document will help you choose a dental plan. The SBC shows you how you and the plan would share the cost for covered dental care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, go to <https://regence.com> or call 1 (888) 367-2116. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at healthcare.gov/sbc-glossary or call 1 (888) 367-2116 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	\$0	See the Common Dental Event chart below for your costs for services this <u>plan</u> covers.
Are there services covered before you meet your <u>deductible</u> ?	Not applicable.	See the Common Dental Event chart below for your costs for services this <u>plan</u> covers.
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services, but see the Common Dental Event chart below for other costs for services this <u>plan</u> covers.
Is there an overall annual limit on what the <u>plan</u> pays?	Yes. \$2,000 / individual per calendar year.	This <u>plan</u> will pay for covered services only up to this limit during each coverage period, even if your own need is greater. You're responsible for all expenses above this limit. The Common Dental Event chart below describes specific coverage limits.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	Not applicable.	This <u>plan</u> does not have an <u>out-of-pocket limit</u> on your expenses.
Will you pay less if you use a <u>network provider</u> ?	Yes. See https://regence.com/go/OR/RegenceDental or call 1 (888) 367-2116 for a list of <u>network providers</u> .	This <u>plan</u> uses a dental <u>provider network</u> . You will pay less if you use a dental <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network</u> dental <u>provider</u> , and you might receive a bill from a dental <u>provider</u> for the difference between the <u>provider's charge</u> and what your <u>plan</u> pays (<u>balance billing</u>).
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .

 All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Dental Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Dentist (You will pay the least)	Out-of-Network Dentist (You will pay the most)	
If you have preventive dental services	Cleanings and examinations	<p>30% / 20% / 10% / 0% <u>coinsurance</u></p> <p>Your <u>coinsurance</u> starts at 30% and decreases by 10% each successive calendar year only if you receive covered preventive dental services in the previous calendar year. If you fail to receive covered preventive dental services in a calendar year, your <u>coinsurance</u> percentage remains at the same level for another year.</p>		<p>2 cleanings* / year</p> <p>2 preventive oral examinations / year</p> <p>*Coverage may include another cleaning, refer to your <u>plan</u> for further information.</p>
	X-rays			<p>2 bitewing x-ray sets / year</p> <p>1 complete intra-oral mouth x-ray in a 3-year period</p> <p>1 panoramic mouth x-ray in a 3-year period</p>
	Other preventive dental services			<p>Sealants limited to individuals under age 18 and for permanent bicuspid and molars only.</p> <p>Space maintainers limited to individuals under age 12.</p> <p>2 topical fluoride treatments / year for individuals under age 18</p>
If you need basic dental services	Periodontal services	<p>30% / 20% / 10% / 0% <u>coinsurance</u></p> <p>Your <u>coinsurance</u> starts at 30% and decreases by 10% each successive calendar year only if you receive covered preventive dental services in the previous calendar year. If you fail to receive covered preventive dental services in a calendar year, your <u>coinsurance</u> percentage remains at the same level for another year.</p>		<p>2 periodontal maintenance cleanings* / year (in lieu of preventive cleanings)</p> <p>1 periodontal debridement in a 3-year period</p> <p>Gingivectomy and gingivoplasty limited to 1 / quadrant in a 3-year period.</p> <p>Periodontal scaling and root planing limited to 1 / quadrant in a 2-year period.</p> <p>*Coverage may include another periodontal maintenance cleaning, refer to your <u>plan</u> for further information.</p>
	Endodontic services			None
	Emergency and other basic dental services			None
If you need major dental services	Bridges	50% <u>coinsurance</u>	50% <u>coinsurance</u>	<p>1 bridge implant and abutment / tooth in a 7-year period</p> <p>1 bridge implant and abutment repair / tooth in a lifetime</p> <p>1 replacement bridge / 7 years after placement</p> <p>Adjustments and repairs not covered until 1 year after placement.</p>

Common Dental Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Dentist (You will pay the least)	Out-of-Network Dentist (You will pay the most)	
	Crowns, inlays and onlays	50% <u>coinsurance</u>	50% <u>coinsurance</u>	1 crown repair / tooth in a lifetime 1 crown implant and abutment / tooth in a 7-year period 1 crown implant and abutment repair / tooth in a lifetime 1 replacement crown / 7 years after placement (or subsequent replacement) 1 replacement inlay / 7 years after placement (or subsequent replacement) 1 replacement onlay / 7 years after placement (or subsequent replacement)
	Dentures (full and partial)	50% <u>coinsurance</u>	50% <u>coinsurance</u>	1 rebase / per arch in a 3-year period 1 reline / per arch in a 3-year period 1 partial denture implant and abutment / tooth in a 7-year period 1 replacement denture / 7 years after placement Adjustments and repairs not covered until 1 year after placement.
	Implants (endosteal)	50% <u>coinsurance</u>	50% <u>coinsurance</u>	4 implants / lifetime 1 implant supported prosthesis or abutment repair / tooth in a lifetime
If you need orthodontic services	Orthodontic services	50% <u>coinsurance</u>	50% <u>coinsurance</u>	\$2,500 orthodontic maximum / lifetime

Excluded Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)		
<ul style="list-style-type: none"> • Aesthetic dental procedures • Cosmetic/reconstructive services and supplies, except congenital anomalies • Duplicate x-rays • Facility charges 	<ul style="list-style-type: none"> • Gold-foil restorations • Implants (non-endosteal) • Nitrous oxide • Non-direct patient care • Occlusal treatment 	<ul style="list-style-type: none"> • Orthognathic surgery • Temporomandibular joint (TMJ) disorder treatment • Tooth transplantation • Veneers