

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COLUMBIA COUNTY, OREGON

AND THE

FEDERATION OF PAROLE AND PROBATION OFFICERS

JULY 1, 2011 THROUGH JUNE 30, 2015

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AND THE

FEDERATION OF PAROLE AND PROBATION OFFICERS

JULY 1, 2011 THROUGH JUNE 30, 2015

PREAMBLE

This Agreement entered into by COLUMBIA COUNTY, OREGON, hereinafter referred to as the "County", and the FEDERATION OF PAROLE AND PROBATION OFFICERS, hereinafter referred to as the "Federation", has as its purpose the promotion of harmonious relations between the County and the Federation; the establishment of an equitable peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 – DEFINITIONS

Anniversary date - original: Original anniversary date is the first day of the month in which the employee is hired in to a particular position, if hired between the 1st and the 15th day of the month inclusive, or the first day of the next month if the employee is hired on the 16th day or later in a month. This is the date utilized for salary step increases for that particular position unless specified otherwise under "Anniversary Date - Promotional", vacation accrual adjustments, longevity and sick leave accrual. This date shall be adjusted to subtract any periods of unpaid leave of a full day or more, unless otherwise required by law.

Anniversary date - promotional: Promotional anniversary date is the first day of the month in which the employee is promoted to a position in a higher salary range, if promoted between the 1st and 15th day of the month inclusive, or the first day of the next month if the employee is hired on the 16th day or later in a month. This is the date utilized for salary step increases for the promoted position. This date shall be adjusted to subtract any periods of unpaid leave of a full day or more, unless otherwise required by law.

Bargaining unit employee: An employee who is a member of the bargaining unit as provided by Section 2.1 of this Agreement.

Break in service: A termination of employment as a result of layoff in excess of twenty-four (24) months or as a result of resignation, retirement or dismissal. Periods of authorized leave without pay or layoff of twenty-four (24) months or less shall not be considered a break in service but shall not be considered when calculating length of service for longevity pay, eligibility for leave accruals or seniority, except as provided for in Article 11.

Business day: Monday through Friday, excluding holidays.

Confidential employee: A confidential employee as defined in ORS 243.650(6).

County: For the purposes of this Agreement, references to action by or directed to the County shall be deemed to refer to the Human Resources Director, as representative of the Board of County Commissioners on personnel matters.

Date of hire: The date an employee first performs paid service for Columbia County as an employee represented by a bargaining unit.

Dismissal: The termination of an employee from County employment as a result of disciplinary action.

Employee: As used in this Agreement, unless the context expressly provides otherwise, the term "employee" shall mean a "bargaining unit employee" as defined above.

Full-time employee: An employee whose regular work schedule is the full normal work week as defined in Section 16.1.

Layoff: A separation from County employment for reasons not reflecting discredit on an employee and for reasons outside of the employee's control.

Leave of Absence: An authorized leave in a non-paid status.

Notice: Notice to the County is written notice to the Human Resources Director or designee. Notice to FOPPO is written notice to the FOPPO Chapter President and FOPPO's legal counsel, or their designees. Notice is effective when delivered to the office address of each representative.

Probationary period:

Initial - An eighteen (18) month period after initial hire as a bargaining unit employee wherein the employee is not subject to the provisions of Article 12.

Promotional - A six (6) month period after appointment to a promotional position during which the employee may be returned to the employee's former position or returned to layoff status with no loss of seniority.

Promotional Position: The position of Parole/Probation Officer 2.

Regular Employee: An employee who has successfully passed the probationary period.

Resignation: An employee's voluntary termination of employment with the County.

Retirement: A resignation with the intent to receive retirement benefits.

Seniority: Seniority shall be based on an employee's total length of employment by Columbia County in a bargaining unit position unless there is a break in service. Periods of

leave without pay or layoff of twenty-four (24) months or less shall not be included in computing length of service except as provided in Article 11.

Supervisory employee: A supervisory employee as defined in ORS 243.650(23).

Suspension: The temporary separation, other than administrative leave or a leave of absence, of an employee from County employment in connection with a disciplinary action.

Temporary employee: An employee who is hired to fill a position during the leave of absence of a regular employee, or to fill a position of limited term for a period not to exceed 1040 hours in a calendar year. Should the temporary employee be subsequently appointed to a regular position and represented by the bargaining unit, time spent as a temporary employee does not count towards any benefits accrual, including seniority, longevity pay, leave accruals, salary and step increases.

ARTICLE 2 - BARGAINING UNIT AND RECOGNITION

2.1 The Bargaining Unit

The bargaining unit shall consist of all full-time Adult Parole/Probation Officers of Columbia County excluding confidential employees and supervisory employees.

2.2 Recognition

The County recognizes the Federation as the exclusive, collective bargaining representative for all employees in the bargaining unit for the purpose of negotiations with respect to wages, hours and related terms and conditions of employment for such employees.

ARTICLE 3 - FEDERATION RIGHTS

3.1 Federation Membership/Fair-Share Agreement

Membership or nonmembership in the Federation shall be the individual choice of an employee. However, a majority of the employees in the bargaining unit have voted affirmatively on the issue of fair share. Therefore, any employee who chooses not to join the Federation, and who has been employed in the bargaining unit for a period of thirty (30) days, shall make monthly payments in lieu of dues to the Federation. Such payments shall not exceed the periodic dues uniformly required of members. Any employee who, because of bona fide religious tenets or teachings of a church or religious body of which such employee is a member, refuses to make payments to the Federation shall make equivalent periodic payments in lieu of dues to a nonreligious, charitable organization mutually agreed upon by the employee and the Federation.

3.2 Checkoff

Pursuant to Section 3.1, the County agrees to deduct Federation membership dues and payments in lieu of dues once each month from employee paychecks. The amounts deducted shall be transmitted monthly to the Federation on behalf of the employees involved. Employee authorization payments shall be made on a form provided by the Federation. The County, however, will deduct the appropriate dues from an employee's paycheck, following the first

thirty (30) calendar days of service, whether or not the appropriate deduction form has been received.

The Federation agrees to indemnify and hold harmless the County for any loss or damage arising from the operation of this section. It is also agreed that neither any employee nor the Federation shall have any claim against the County for any deductions made or not made unless a claim of error is made in writing to the County within ninety (90) calendar days after the date such deductions were or should have been made.

3.3 Rights of the Parties

The Federation and County agree not to act in an arbitrary, capricious or unfair manner in the application and interpretation of the terms of this Agreement.

ARTICLE 4 – HOLIDAYS

4.1 Recognized Holidays

The following days shall be recognized as holidays:

- New Year's Day - January 1
- Martin Luther King, Jr.'s Birthday - Third Monday in January
- President's Day, - Third Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4
- Labor Day - First Monday in September
- Veterans' Day - November 11
- Thanksgiving Day - Fourth Thursday in November
- Day after Thanksgiving
- Christmas Day - December 25
½ Day on the business day before either the Christmas or New Year's holiday, provided that the supervisor may divide requests between the two holidays, based on seniority and operational need, to ensure adequate available staff
- Two (2) Floating Holidays
- Any other day which the Board of Commissioners declares a holiday will be recognized as such.

4.2 Observed Holidays

When a recognized holiday falls on a regularly scheduled work day of an employee, the recognized holiday shall be the observed holiday. When a recognized holiday does not fall on a regularly scheduled work day, either the immediately preceding work day or immediately succeeding work day shall be the observed holiday, whichever is closer. For example, for those employees working Monday through Friday on a regular work week schedule as defined by Section 16.2A of this Agreement, when a recognized holiday falls on a Saturday, the observed holiday shall be the preceding Friday. When the recognized holiday falls on a Sunday, the observed holiday shall be the succeeding Monday.

If an observed holiday falls on an employee's regular scheduled day off, the employee shall take a day off as is mutually convenient for the Director or the Director's designee and the employee. All holiday leave accrued under this section but not used at the end of the fiscal year shall be paid no later than June 30 of each year.

4.3 Floating Holidays

Two (2) floating holidays shall be credited to those employees on the payroll on July 1 of each fiscal year. One (1) floating holiday shall be credited to those employees hired on the payroll after July 1, and before January 1, of each fiscal year. No floating holiday will be credited for any employee hired on the payroll on or after January 1 and on or before June 30 of any fiscal year for the fiscal year in which the employee is hired. Floating holidays must be used by June 30 of each fiscal year or they will be lost. Such time off will be available at the discretion of the employee, with the consent of the supervisor in charge. The supervisor will recognize seniority in any conflicts of scheduling.

4.4 Holiday Leave

Each employee shall be entitled to take holiday leave on each observed holiday equal to twenty (20) percent of the employee's full normal work week.

4.5 Holiday Pay

Employees who work the last scheduled work day before and the first scheduled work day after the observed holiday shall be entitled to holiday pay for the observed holiday. Work days when an employee is on authorized paid leave shall be considered days worked for the purpose of this Section.

Holiday pay shall mean twenty (20) percent of an employee's normal weekly pay. During a week in which a holiday falls, an employee who is working a modified regular work week schedule may, at the employee's option, revert to a regular work week schedule or maintain the modified regular work week schedule utilizing accrued vacation leave, compensatory time or unpaid leave to supplement the holiday leave and holiday pay.

4.6 Holiday During Leave

Should an employee be on authorized sick leave or vacation when a holiday occurs, the holiday shall not be charged against such leave or vacation.

Employees drawing workers' compensation benefits shall receive a supplement from the County for the holiday in an amount equal to the difference between twenty (20) percent of the employee's normal weekly pay and that received for one (1) day in workers' compensation benefits. Such supplement shall not be charged against an employee's accrued sick leave or vacation leave. Such holiday pay supplement shall be in effect for the first six (6) consecutive months of an employee on workers' compensation leave.

4.7 Holiday Work

If an employee is required to work on a recognized holiday, the employee shall be paid, in addition to holiday pay, time and one-half pay for all hours worked. Pay on Christmas Day, New Year's Day, Thanksgiving Day and Labor Day shall be at the rate of double time. Premium pay shall be earned only for hours actually worked, subject to minimum call-in time, whichever is greater, on the recognized holiday and under no circumstance will the County pay time and one-half pay for both the recognized holiday and the observed holiday under this Section.

ARTICLE 5 - VACATION LEAVE

5.1 Accrual

Employees working a designated regular work week shall accrue vacation leave at the following rates:

Completed Years of Service

| | |
|-------------------|--------------------------|
| 0 through 5 yrs | 8.0 hrs/mo-12 days/yr |
| 5+ through 10 yrs | 10.0 hrs/mo-15 days/yr |
| 10+ thru 15 yrs | 12.667 hrs/mo-19 days/yr |
| 15+ thru 20 yrs | 14.0 hrs/mo-21 days/yr |
| 20+ yrs | 16.0 hrs/mo-24 days/yr |

No vacation leave shall accrue for any month during which the employee is on leave without pay or layoff status for more than one-half of the employee's standard working hours for that month. Vacation leave shall be accrued at the end of the month in which it is earned.

5.2 Maximum Accrual and Payment

No employee shall accumulate more than a maximum of 400 hours of vacation leave.

Completed years of service shall include all periods of employment by Columbia County unless there is a break in service or a leave of absence without pay.

Effective July 1, 2007, once every two years, employees may choose to be paid for one week (equal to the employee's regular work week hours) of accrued vacation and/or compensatory leave, provided the employee has a combined accrued vacation/compensatory leave balance of at least 100 hours before the payout.

The Federation explicitly, clearly and unmistakably agrees to the following waiver: Any amounts paid to employees under the terms of this section for accrued vacation and/or compensatory leave payouts are specifically not to be included in the calculation of an employee's overtime rate.

5.3 Utilization

An employee may not utilize accrued vacation leave during the employee's first six (6) months of service; thereafter, employees shall be permitted to choose either split or entire

vacation periods and shall take not less than five (5) working days annually. Whenever practicable, and consistent with the needs of the County and the availability of vacation relief, employees shall have the right to select vacation times. It shall be the responsibility of supervisors annually to establish lists showing the vacation periods chosen by individual employees. Seniority shall prevail in the event of conflict between employees over the choice of vacation dates, but each employee shall be permitted to exercise the right of seniority only once annually.

5.4 Separation from Service or Death

In the event of the separation from service of an employee for any reason, or of the employee's death, all accumulated vacation leave shall be converted to vacation pay and paid to the employee, or to the employee's estate or the employee's spouse. An employee who leaves the County prior to the completion of six (6) months of service from the date of hire, for reasons other than death, shall not be eligible for accumulated vacation pay.

ARTICLE 6 - SICK LEAVE AND BEREAVEMENT LEAVE

6.1 Accrual

Employees shall accrue sick leave at the rate of eight (8) hours for each month worked. Sick leave shall be accrued at the end of each month in which it is earned.

No sick leave shall accrue for any month during which the employee is on leave without pay or on layoff status for more than one-half of the employee's standard working hours for that month. An employee on layoff status who is re-employed within two (2) years shall be credited with the employee's accrued sick leave at the time of layoff minus any amounts paid to the employee pursuant to Section 6.8 below.

6.2 Maximum Accrual and Payment

An employee may accumulate up to 2,080 hours of sick leave for use, or for retirement credit purposes, if such credit is available. No other compensation for accrued sick leave shall be provided to an employee except as provided for in Section 6.8 or 6.9 below.

6.3 Scope

Sick leave shall encompass absence from work by reason of illness, injury, disability or incapacity, or because of any condition requiring the care and attendance of State licensed physicians (or practitioners), nurses, dentists, or any licensed member engaged in the healing arts, or confinement in a hospital or convalescent institution or for other reasons as provided by federal or state law. Whenever practical, employees shall schedule routine, non-emergency doctor or dentist appointments outside of their normal working hours.

6.4 Utilization

If an employee will be utilizing sick leave, the employee shall notify the supervisor or department head of absence due to illness or injury, and the nature and expected length thereof,

as soon as possible, and in no event later than the start of their first regular work shift, unless unable to do so because of serious injury or illness.

Sick leave may be utilized for illness or injury in the employee's immediate family (spouse, parent, child, or member of the employee's immediate household) as provided for by OFLA/FMLA.

A physician's statement of the nature of the illness, the need for the employee's absence, and the estimated duration of the absence may be required at the option of the supervisor or department head for absences of over three (3) days. In cases where the County has documented evidence of sick leave abuse, the employee may be required to get a doctor's statement for absences of one (1) day.

6.5 Transfer of Sick Leave

An employee having accumulated sick leave may transfer up to forty (40) hours per fiscal year of the employee's accumulated sick leave to any other employee, whether in or out of the bargaining unit, who is suffering from an injury, disability, or illness preventing the employee from returning to work and who has exhausted all their accumulated sick leave, accrued vacation leave, and other leave with pay to which the employee may be entitled. Sick leave contributions may be made only in units of whole days.

Employees receiving transfers of sick leave shall be considered on paid status for the purpose of all benefits and rights under this contract.

No employee in an initial probationary period may receive a transfer of sick leave of more than a total of five days during the first six months after hire and no more than a total of ten days during the first twelve months after hire. No regular employee receiving a transfer of sick leave under this Section shall be eligible to receive more than two hundred forty (240) hours in any one fiscal year.

6.6 Bereavement Leave

In addition to regular sick leave, an employee shall be granted up to three (3) days of bereavement leave, with regular salary, as may be necessary as a period of mourning, to make household adjustments, arrange for funeral services, or to attend funeral services in the event of death in the immediate family of the employee. Immediate family is defined as the spouse, son, daughter, grandparents, grandchildren, mother, father, brother or sister of the employee or the employee's spouse or the aunt, uncle, niece, nephew, stepparent or stepchild of the employee or any relative regularly residing in the employee's home.

If additional time off is needed for the above reasons, an employee may request to take up to ten (10) additional days, upon approval of the department head, drawing from accumulated sick leave.

6.7 Illness During Leave

Should an employee become ill while on vacation leave, such period of illness may be charged against accrued sick leave, if verified by a doctor.

6.8 Layoff or Death

In the event of an employee's layoff or death after five (5) consecutive years of County service, the employee or employee's estate shall be paid for fifty percent (50%) of accrued sick leave up to a maximum of five hundred twenty (520) hours. Said payment shall be calculated using the employee's last hourly rate of pay.

6.9 Retirement

In the event of an employee's retirement after five (5) consecutive years of County service, the employee shall be paid up to fifty percent (50%) of accrued sick leave up to a maximum of five hundred twenty (520) hours at the employee's election. Said payment shall be calculated using the employee's last hourly rate of pay. In addition, fifty percent (50%) of the employee's accrued, unpaid sick leave shall be reported to the Public Employees Retirement System, if allowed by law.

ARTICLE 7 - OTHER LEAVES

7.1 Leave of Absence

Leaves of absence without pay or accrual of other benefits for a limited period, not to exceed six (6) months, may be granted upon written request for any reasonable purpose where, in the judgment of the department head and upon approval of the Human Resources Director, the work of the department will not be seriously handicapped by the temporary absence of the employee requesting such leave. A leave of absence without pay will not be granted until all of the employee's accrued vacation leave, and other leave with pay (except sick leave), has been exhausted.

At the discretion of the department head and upon approval of the Human Resources Director, upon written request by the affected employee, such leave may be renewed or extended up to an additional six (6) months.

No leave will be granted to an employee to accept employment in any other capacity, except military duty, unless approved by the department head and Human Resources Director.

7.2 Jury Duty

Employees shall be granted leave with regular pay any time they miss their regularly scheduled shift because they are required to report for jury duty or jury service. Absence of an employee duly required to attend a proceeding and testify as a witness, under subpoena, shall be allowed without loss of compensation, provided the employee is not a party to the litigation, with the exception of County employment-related litigation.

If the employee receives jury duty pay or witness pay (excluding mileage reimbursement) from any source, then that money shall be given to the Columbia County Treasurer's Office.

Employees who are excused from jury service before the end of their normal shifts shall immediately report their availability for assignment to their supervisors.

Employees whose jury service is away from the Columbia County Courthouse shall report their availability to their supervisors when excused if two (2) or more hours of their shift remains.

7.3 Voting Time

If vote by mail is abolished, employees shall be granted leave with pay of not more than two (2) hours on any election day for the purpose of voting if, due to work schedules, they are unable to vote outside of working hours.

7.4 Federation Business

Employees elected to any Federation office or selected by the Federation to do work or to participate in any other Federation activity which takes them from their employment with the County may, at the written request of the Federation, be granted a leave of absence without pay or accrual of benefits.

A leave of absence for such activities shall not exceed one (1) month, but may be renewed or extended for a period not to exceed a total of three (3) months. An employee returning from a leave under this Section shall be reinstated to the employee's former position.

7.5 Education Leave

A. Extended Leave. After completing five (5) years of service, an employee, upon written request, may be granted a leave of absence without pay for education purposes. The period of such leave of absence shall not exceed one (1) year, but may be renewed or extended at the request of the employee and approved by the department head and the Human Resources Director. A request in writing for educational leave shall be made not less than thirty (30) days prior to the date of the leave.

Employees shall exhaust all vacation and comp leave balances prior to being granted an unpaid leave of absence for educational purposes.

One (1) year leaves of absence, with any requested extensions, for educational purposes, shall not be provided more than once in any five (5) year period.

B. Optional Education. Employees may also be granted leaves with pay for educational purposes, for reasonable lengths of time, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability related to the employee's employment with the County, with the approval of the employee's department head.

C. **Required Education.** Whenever the County requires an employee to attend a school, seminar or workshop to improve work skills, the County will pay the full cost of the employee's wages and benefits and shall pay all expenses directly related to attendance at such training. The County reserves the right to deny payment for any expense request submitted which it deems unnecessary or excessive.

7.6 Parental/Family Leave

To the extent provided by federal and state law, employees may use up to twelve (12) weeks of accrued sick leave, vacation leave, compensatory time or leave without pay. Leave beyond twelve (12) weeks must be approved by the Human Resources Director unless such time meets the definition of Section 6.4.

7.7 Military Leave With Pay

The County shall grant military leave with pay to the extent required by state and federal law.

7.8 Military Leave Without Pay

The County shall grant military leave without pay to the extent required by state and federal law.

7.9 Administrative Leave

Administrative leave is defined as a directed leave with pay from regularly scheduled employment. Administrative leave is not considered a form of discipline. Administrative leave must be approved by the department head and the Human Resources Director.

Employees placed on administrative leave shall continue to receive their pay and accrue benefits during their administrative time off from regularly scheduled employment. The employee may be required to be available for investigations and interviews.

7.10 General

Time spent on authorized leaves of absence shall not be considered a break in the employee's service to the County.

Periods of authorized leave with pay shall be counted as service for the purpose of all benefits provided under this Agreement.

Time spent on leaves of absence without pay shall not be counted for holidays, vacation and sick leave accrual, severance pay, health and welfare, wages, step increases, longevity pay, or seniority, unless otherwise required by law.

ARTICLE 8 - SEVERANCE PAY

Any employee who has completed one (1) full year of service with the County but less than five (5) full years of service, and who shall be laid off as a result of causes other than

dismissal, retirement, or resignation, shall receive two (2) full weeks pay. Any employee who has completed five (5) or more full years of service with the County and who shall be laid off as a result of causes other than dismissal, retirement, or resignation, shall receive four (4) full weeks pay. Such severance pay shall be in addition to any other accrued pay to which the employee is entitled.

However, should the employee be offered and refuse transfer within the same classification, reclassification within the same pay scale, or retraining for a class within the same pay scale or higher, the employee's refusal shall be considered as a resignation, if the employee was able to perform the essential duties of the job.

ARTICLE 9 - HEALTH/WELFARE/RETIREMENT BENEFITS

9.1 Health Insurance

The Federation and the County support the creation and function of the Health Care Benefits Committee and pledge to give strong consideration to any recommendation the Committee might make and to further allow the specific issue of health care benefits provided to County employees to be addressed by this Committee. The terms of the Letter of Agreement dated May 30, 2001 between the County and AFSCME Local 1442 wherein the Health Care Benefits Committee was jointly formed are incorporated herein by reference until such time as a Letter of Agreement on the same terms is approved between FOPPO and the County.

When the parties re-open the Agreement for negotiation under the terms of Article 19, both parties agree to refrain from presenting a specific proposal changing the existing terms of Sections 9.1 and 9.2 of the Agreement during bargaining. However, both parties reserve their rights to make proposals of any type during that bargaining process, or later, depending on when the Committee is ready to make its recommendations, and the County and Federation agree to re-open Sections 9.1 and 9.2 and bargain in good faith on such proposals, once the recommendations are made.

The parties agree to the continuation of the labor/management Health Care Benefits Committee.

The County will provide the insurance coverages cited in Subsections 9.1A - 9.1F subject to the terms of the Letter of Agreement (LOA) approved April 2008, attached as Exhibit B to this Agreement. The County will pay the premium for said coverages for each eligible employee and eligible dependents as outlined in the LOA. The insurance coverages cited may change per recommendation from the Health Care Benefits Committee and approval by the parties. This Agreement shall re-open solely on the subject of payment for health insurance premiums if, at any time during the term of this Agreement, AFSCME Local 1442 incorporates an employee co-payment of any portion of health insurance premiums.

If the insurance coverage provided by the carrier under any particular plan listed below or under any particular plan then in effect is substantially changed or discontinued by the carrier during the term of this Agreement, the Health Benefits Committee will develop a recommendation for the Federation and the County regarding what coverage would be offered to affected employees.

A. Medical. The County will provide Kaiser Permanente Medical Plan 61T, which encompasses the Core HMO and the Added Choice Option. The County will also provide the following benefit riders to Plan 61T: DME B, Vision Y and Alternative Care N.

B. Dental. The County will provide AOC Dental Plan IIA and Willamette IIA and Kaiser Permanente Dental Plan 5U or its substantial equivalent.

C. Orthodontics. The County will provide the AOC Orthodontic Option or its substantial equivalent and will pay 50 percent of incurred costs up to a maximum of \$1000 in a lifetime for eligible dependent children under eighteen (18) years of age.

D. Medical Savings Accounts. The County will offer employees an option to participate in a pre-tax cafeteria benefit plan for premium conversion, medical reimbursement and dependent care expenses.

E. HRA/VEBA. The County will set up a HRA/VEBA account for each eligible employee. The County will set aside funds each year as provided for in the attached LOA.

F. Physical exams. The County will pay for all required job-related physical examinations, including drug screenings when required and not otherwise covered by insurance.

G. Open Enrollment. Employees will have the option to switch between health insurance plans, if more than one plan option exists, and sign up for or change their enrollment in the medical savings account during the designated open enrollment period each year.

9.2 Life Insurance

The County shall provide group life insurance in the amount of \$40,000 for each employee eligible plus coverage for accidental death or dismemberment including dependent life insurance under CIS Option II (\$2000). Employees may purchase additional coverage through the plan offered by the County. The additional premium shall be deducted from the employee's monthly paycheck.

9.3 Workers' Compensation

A. Insured Personnel. All employees will be insured under the provisions of the Oregon State Workers' Compensation Act.

B. Supplemental Payment. The County shall supplement the amount received by an employee from the Oregon Workers' Compensation Board for injuries received while in the course of employment with the County. The day of injury shall be considered a work day, and the employee shall receive the employee's normal salary for that day.

Supplemental payments by the County in an amount equal to the difference between moneys received from the Workers' Compensation Board and the employee's regular gross take-home pay shall be made for up to thirty (30) working days. Thereafter, at the employee's option, the supplemental payments may continue and shall be debited against the employee's accrued sick leave, vacation, compensatory time and/or transferred sick leave (if applicable) at the rate of

one-quarter (1/4) day for each day of payment. Any time loss related to a workers compensation injury must be authorized by a written statement from a medical provider.

9.4 Unemployment Insurance

The County agrees to make unemployment insurance payments as required by state and federal law.

9.5 Continuation of Benefits

The County shall continue to pay the insurance premiums for the plans under 9.1 and 9.2 for three (3) months for employees on a leave of absence because of illness or injury. This period shall be extended for an additional three (3) months for employees absent because of a workers' compensation illness or injury.

This continuation period shall begin when the employee is no longer utilizing accrued sick leave, vacation time, compensatory time or transferred sick leave.

An employee may thereafter continue the benefits under 9.1 and 9.2 for the maximum period permitted by the insurance carrier by paying the required premiums to the County on or before the 20th day of the preceding month.

Employees who have exhausted their vacation, accrued sick leave, compensatory time and transferred sick leave shall be considered on unpaid leave of absence until there is a change in their status or a doctor certifies that they are unable to perform the essential duties of their jobs.

9.6 Loss of Continuation of Benefits

Any employee who is absent from work other than for illness or injury shall not be entitled to the benefits described in Section 9.5.

Any employee absent from work other than for illness or injury shall be able to pay for health insurance premiums through the County as provided by COBRA/HIPPA or other applicable laws. Such payment shall be submitted to the County no later than the 20th day of the preceding month.

9.7 Public Employees Retirement System

The County will pay the employee's contributions to PERS and the Oregon Public Service Retirement Plan (OPSRP), if allowed by law, in accordance with the rules and regulations of the Public Employees Retirement Board.

Nothing in this Section shall supersede the provisions of that Agreement regarding PERS dated November 4, 1994.

ARTICLE 10 – WAGES

10.1 Wages and Classification Schedule

The monthly and hourly wages and classifications for employees covered by this Agreement are set forth in Appendix “A” which is attached hereto and incorporated in this Agreement, and which shall be effective July 1, 2011.

The parties may reopen Article 10.1 related to increasing or reducing the base wages in the Appendix up to once per year by providing the other party notice before March 31 of the year. The issue shall be addressed as a mid-term change under ORS 243.698.

10.2 Temporary Assignments

Whenever an employee performs the majority of duties for one (1) entire work day or more in any one (1) pay period of a position in a classification above that in which the employee is classified, the employee shall be paid for such hours at a rate which is one step higher than the employee’s regular rate or at the base rate for that position, whichever is greater, unless for training purposes and agreed to by the Federation.

10.3 Pay Periods

Employees will be paid monthly. An employee may request a mid-month draw for a minimum of fifty dollars (\$50) and a maximum of up to forty-five percent (45%) of the employee’s gross monthly pay. Any payment for overtime work shall be included in the monthly pay, not in the mid-month draw. Pay day for each month shall be designated as the last business day of the month, with the mid-month draw on the fifteenth (15th) day of the month. If the fifteenth (15th) falls on a Saturday, Sunday or holiday, the mid-month draw check shall be ready for the employee on the preceding business day. Any errors in an employee's pay shall be corrected on the next monthly pay check provided five (5) working days prior notice is given to the County. The County’s obligation to retroactively pay an employee for a payroll error is limited to six (6) months after the date the employee should have reasonably known of the error. Similarly, the County shall not retroactively deduct pay based on a payroll error after six (6) months after the County should have reasonably known of the error.

10.4 Call-In Time

A call-in is defined as a County initiated and unanticipated return to duty of an employee which begins after release from a regular shift and before the start of the employee's next shift. Excluded shall be (1) anticipated events such as scheduled staff meetings, training sessions, temporary adjustments due to weather and the like; (2) extensions to an employee’s regular shift after the end of the shift; and (3) adjustments made to the work week schedule pursuant to Section 16.3.

Except as designated below, any employee called in to work as defined above shall be credited with overtime for each hour or part of an hour worked outside the employee's regular shift at the rate of time and one-half for all hours worked including required travel time from the employee's assigned work site. However, the employee shall be credited with a minimum of

three (3) hours of overtime in addition to any other compensation the employee may be entitled to under this Agreement including full payment for all hours worked during the employee's regular shift.

Phone calls of seven (7) minutes or longer to an off-duty employee shall be compensated at 15 minutes of overtime at the employee's regular overtime rate of pay per phone call. It is the intent of the parties to comply with the FLSA and phone calls of less than seven (7) minutes are de minimus.

10.5 Reporting Time

Any employee who is scheduled to report to work and who presents themselves for work as scheduled, but where work is not available for them, shall be excused from duty and paid their regular rate for a day's work. If a disaster prevents the County from supplying work for more than one (1) week, employees shall use paid accrued leave or enter unpaid leave status after the end of that first week.

10.6 Overtime

Employees shall be paid for overtime worked at the rate of time and one-half for all overtime hours worked under the following conditions:

- a. All work performed in excess of the employee's regularly scheduled workday.
- b. All work performed in excess of the employee's regularly scheduled work week.
- c. All work performed before or after any scheduled work shift.
- d. All work performed on Saturday or Sunday, or the sixth or seventh day of the employee's work week. (Fifth, sixth and seventh day for those on a four (4) day work week.)

Notwithstanding paragraphs (c) and (d) above, upon mutual agreement of the employee and the department head, an employee may be allowed to work before or after the regularly scheduled work shift or on Saturday or Sunday (or the fifth, sixth or seventh day for those on a four (4) day work week), without earning overtime, provided the employee does not exceed the hours in the regularly scheduled work week.

Where reasonably practical, employees shall be notified no less than 72 hours before they are to work overtime. Such notice may be canceled or changed.

Upon request, employees may receive compensatory time off, at the overtime rate for hours worked, in lieu of paid overtime provided the maximum accrual limit of compensatory time is not exceeded.

No employee shall accumulate more than a maximum of 80 hours accrued compensatory time. Overtime worked which, if accrued as compensatory time would exceed the maximum shall not be accumulated as time, but rather shall be paid.

The parties elect FLSA § 7(k) treatment for purposes of computing overtime in a 14-day/two week period based on hours worked in excess of eighty (80) hours. Employees may flex work time within the 14-day period with department head approval without incurring overtime liability under this Article.

10.7 Distribution of Overtime

Overtime work shall be offered as equitably as practical to all employees within the same job classification in each department.

Overtime work shall be scheduled by the County as deemed necessary to complete scheduled work projects and to meet emergency needs. Overtime work shall be voluntary, so long as a sufficient number of employees volunteer. If a sufficient number of employees do not volunteer, less senior employees may be required to work the overtime.

A record of overtime hours worked by each employee within the department shall be readily available to the Federation.

Nothing in this Agreement shall be construed to require the County to offer overtime work to employees or to prevent the County from hiring temporary or part-time employees in lieu of existing employees to perform overtime work for the County.

10.8 Mileage Pay and Meal Pay

Any employee who uses the employee's personal vehicle in the performance of the employee's duties as an employee of Columbia County, with the approval of the department head, shall be paid at the cent per mile rate established by the Internal Revenue Service for tax purposes.

An employee who is required to purchase a meal while on County business shall be reimbursed at the current IRS per diem rate per locality.

The following criteria shall determine whether an employee is entitled to reimbursement for mileage or meals under this Section:

- a. An employee shall not receive mileage pay for commuting to or from the employee's normal work place.
- b. An employee shall not receive mileage pay for commuting to or from a work place that is not the employee's normal work place if the actual mileage is less than the mileage to or from the employee's normal work place.
- c. When the mileage to or from a work place is greater than the mileage to or from the normal work place, the mileage to or from the normal work place shall be deducted from the mileage to the new work place before determining the amount to be reimbursed.

- d. An employee shall not be reimbursed for the cost of meals purchased in the normal course of employment.
- e. An employee shall be reimbursed for meals when:
 - (1) the meal is purchased during an activity which is outside the normal course of employment; and
 - (2) is directly related to County activities; and
 - (3) the employee's attendance at such activity is directed or requested by the department head or the reimbursement is authorized in advance by the department head.

10.9 Salary Increases

Employees shall normally be hired at Step 1 of the appropriate salary range.

After completion of twelve (12) months of service, employees who have performed in a satisfactory manner shall be advanced to the next higher step of their salary ranges until they have reached step 6. The County may adopt an evaluation system to determine if the advancement is warranted.

10.10 Establishment of New Positions

The County agrees to give written notice to the President of the Federation of the establishment of any new positions in the bargaining unit, the job classification for that position and the proposed pay rate for that position. If the Federation does not agree that the pay rate set for the classification is proper, the Federation may request negotiations on that issue. A request by the Federation for negotiations must be made within fifteen (15) working days following receipt of such notification from the County.

10.11 On Call

Effective August 1, 2011, when an employee is required to be on call duty during the employee's off-duty hours, the employee shall be paid \$200 for each weekly standby period in addition to the employee's regular pay.

Notwithstanding the provisions of Section 10.4, when an employee is called into work while on standby duty, the employee shall be credited with overtime for each hour or part of an hour worked at the rate of time and one-half for all hours worked including required travel time, except on holidays of Christmas, New Years, Thanksgiving and Labor Day when that rate shall be double time. Overtime shall be paid or credited to the employee's compensatory time account.

10.12 Certification Pay

A. Parole/Probation Officer. Any Parole/Probation Officer who has been employed by the County for at least twelve (12) months and who possesses a Certificate as listed below

from the Department of Police Standards Safety and Training (DPSST) in the field in which the employee is then working shall receive certification pay as indicated as a percentage of base pay per month. This percentage pay is not cumulative.

| | |
|--------------|------|
| Intermediate | 2.5% |
| Advanced | 5.0% |

10.13 Pay for Field Training Assignment

Any Parole/Probation Officer assigned as a Field Training Officer (FTO) shall receive five percent (5.0%) of base pay as premium pay when acting as an FTO.

ARTICLE 11 – SENIORITY

11.1 Definition of Seniority

An employee's seniority shall be the employee's total length of employment by Columbia County within the bargaining unit unless there is a break in service.

11.2 Acquisition of Seniority

An employee shall acquire seniority at the end of the employee's initial probationary period. An employee's seniority will date back to the employee's date of hire as a bargaining unit employee, minus any periods spent on unpaid leaves of absence or separation from the County, except as outlined in Section 11.3 and 11.4 below. When an employee acquires seniority, the employee's name will be placed on the seniority list.

11.3 Employment Outside the Bargaining Unit

When a bargaining unit employee accepts a position with the County outside the bargaining unit and returns to the bargaining unit within six (6) months, the employee shall be reinstated with the seniority earned previously as a bargaining unit employee.

11.4 Seniority During Periods of Disability and Leave Without Pay

Seniority shall accrue for employees while on sick leave without pay as a result of a workers' compensation injury or illness and for up to six (6) months unpaid leave of absence as a result of a non-compensable injury or illness. Otherwise, seniority shall not accrue for any employee while on a leave of absence without pay (except where Federal and/or State law grant seniority protection).

11.5 Seniority List

A seniority list shall be made available to the Federation upon request.

11.6 Posting and Filling of Vacancies

A. Regular Positions. The County shall internally post, for not less than five (5) business days, notices of all Community Corrections job vacancies for which current bargaining

unit employees may apply. Applicants shall be selected to fill vacancies on the basis of the applicant's relative qualifications to do the work.

A current bargaining unit employee, who is a successful applicant to a vacant promotional position, shall serve a six (6) month probationary period. If the employee fails to perform the duties of the position satisfactorily in this probationary period, the employee shall be returned to the former position and salary, with no loss of seniority.

A successful applicant from within the bargaining unit, or a new employee, filling a position under this subsection shall be placed at the salary range for the position as specified in Appendix "A." When a current employee from within the bargaining unit is appointed to a promotional position in the manner provided by this subsection, and Appendix "A" specifies a higher salary range for the new position than the employee's previous position, the employee shall be placed on the step in the new range which is nearest to and higher in salary than the step on which the employee was placed in the employee's previous position on the date of promotion.

B. Temporary and Part-time Positions. When an employee is on layoff status and the County has a need to fill a temporary or part-time position performing the same or similar duties as the position the employee was laid off from, the County shall send a notice of the temporary or part-time position to the employee, or give notice by telephone when the position needs to be filled immediately.

If an employee on layoff status applies for a temporary or part-time position performing the same or similar duties as the position the employee was laid off from, the department head shall select the employee for the position. If more than one employee applies, the department head shall select the employee with the greatest seniority for the position.

When an employee is on layoff status and the County has a need to fill a temporary or part-time position which does not perform the same or similar duties as the position the employee was laid off from, the County shall give notice to the employee of the temporary or part-time position.

C. Vacant Positions. In no event shall the County be required to fill vacant positions.

11.7 Shift-Work Assignment

Provided the operational and training needs of the department are met, employees will be allowed to select shifts based upon their department seniority. This is conditioned upon the existence of more than one shift in a particular classification and that the employee is qualified to perform the duties set forth in the assignment. After initial shift selection, changes may be made only when a vacancy occurs in a desired shift.

11.8 Layoff and Recall

A. Layoff. The County retains the right to lay off employees and determine which positions shall be laid off, subject to the provisions of this Article. In the event it becomes necessary to lay off employees for any reason, temporary and part-time employees outside the

bargaining unit shall be laid off first and bargaining unit employees may then be laid off in the inverse order of seniority, provided that no employee may bump a less senior employee in a higher classification. Employees shall be called back from layoff in the order of seniority, within the classification subject to recall, provided the employee possesses all of the qualifications for the position. Employees shall be given 14 days notice of layoff.

B. Recall. If the County decides to fill a position within the bargaining unit and there is an employee on layoff status with recall rights to that position, this paragraph, and not Section 11.6, shall control.

An employee on layoff status shall retain the right to recall to the position the employee was laid off from, or to a position which is fundamentally the same as the one the employee was laid off from if the employee is qualified for the new position, for a period of two (2) years from the original date of layoff. If more than one employee was laid off from a position, the employee with the most seniority in the position shall be recalled first. An employee who bumps into a different position as a result of a layoff shall retain the right to recall to the employee's original position for a period of two (2) years.

It shall be the responsibility of an employee on layoff status to keep the County informed of the employee's current address during the two (2) year recall period, preferably by certified mail, receipt requested. The County shall recall an employee by mailing a copy of the notice of recall by certified mail, return receipt requested, to the latest address on file in the Human Resources office for the employee on layoff status. An employee on layoff status shall have ten (10) business days after the mailing date of the certified letter to accept the vacant position. The employee must give, and the County must receive, written notice of the employee's acceptance of the position within the ten (10) business day period to preserve the right to the vacant position. If the employee actually receives the notice of recall and refuses the position, or actually receives the notice of recall and fails to respond to the notice, the employee shall lose recall rights under this section.

An employee on layoff status shall also have the right to apply for positions as specified in Section 11.6.

ARTICLE 12 - DISCIPLINE AND DISMISSAL

12.1 Discipline

Disciplinary action or measures shall include only the following: Written reprimand; suspension without pay (with notice in writing); demotion; or dismissal. It is not required that such disciplinary action be administered in progressive form for serious offenses. Disciplinary investigations will follow the procedures set forth in ORS 236.360.

A copy of any written notice of disciplinary action will be placed in the employee's personnel file and a copy shall be provided to the employee with an opportunity for a written rebuttal to be submitted.

Disciplinary action may be imposed upon an employee only for failing to fulfill the employee's responsibilities as an employee. Except for employees serving an initial

probationary period, any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the County has reason to reprimand or discipline an employee, the County shall make reasonable efforts to do so in a manner that will not embarrass the employee before other employees or the public.

12.2 Suspension Without Pay, Demotion and Dismissal

The County shall not suspend without pay, demote or dismiss any regular employee covered by this Agreement without just cause.

A supervisor intending to take disciplinary action involving loss of pay or dismissal will, prior to taking such action:

- a. Notify the employee and Federation, in writing, of the nature of the charges, which will include a copy of the complete investigation and which will identify the directives, policies, procedures, work rules, regulations, or other order of the County which appear to have been violated.
- b. State the range of discipline that is being considered; and
- c. Afford the affected employee an informal opportunity to respond to the charges orally or in writing, normally within five (5) days from receiving such written notice.

The opportunity to respond may occur at a meeting conducted and presided over by the department head or supervisor with authority to impose or recommend the proposed disciplinary action. The meeting shall be informal, but sufficient to assure the employee full opportunity to be heard, respond to the charges, and have the employee's response considered prior to the imposition of discipline. Disciplinary action shall only be based on just cause.

The employee shall have the right to answer the charges in writing and orally.

The employee shall be entitled to Federation representation at all meetings when discipline is being considered.

The department head or supervisor will issue a written decision imposing discipline, exonerating the employee or taking any other action deemed appropriate.

The Federation shall have the right to take up a suspension without pay and/or dismissal as a grievance at Step III of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step, if deemed necessary by the Federation.

Employees shall have the right to attach written responses to any/all disciplinary records in the file.

12.3 Probationary Employees

The provisions of this Article shall not apply to employees who have not completed an initial probationary period. It is understood that the probationary period is a part of the selection

process and designated to allow evaluation of an employee's fitness for regular status. As a result, an employee on initial probation may be dismissed or otherwise disciplined without further recourse under this Agreement.

12.4 Personnel Files

Upon written request of the Federation the County shall remove from the employee's personnel file any written reprimands which are over two (2) years old and any notices of suspension or demotion which are over three (3) years old, provided that the employee has received no additional discipline during that period. Documentation which is removed may be retained by the County in a separate file or system of records which may be used for purposes of risk management and to establish forewarning, but not to escalate progressive discipline.

ARTICLE 13 - SETTLEMENT OF DISPUTES [TAd 5/5/11]

13.1 Grievance and Arbitration Procedure

A grievance is defined as a dispute over the meaning, interpretation or application of any portion of this Agreement. Grievances shall be processed in the following manner:

Step I. The employee and/or Federation representative, may verbally take up the grievance or dispute with the employee's supervisor within ten (10) business days of their knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and respond to the employee and representative within ten (10) business days.

Step II. If the grievance has not been settled, it may be presented in writing by the Federation President or representative to the department head within ten (10) business days after the supervisor's response. The department head shall respond to the Federation President or representative in writing within ten (10) business days.

Step III. If the grievance remains unresolved, it may be presented by the Federation President or representative to the Human Resources Director, as the Board of Commissioners' designee, or other designee, within ten (10) business days after the response of the department head. The Human Resources Director or other designee shall respond with the decision of the Board of Commissioners in writing to the Federation President or representative within ten (10) business days.

Step IV. If the Federation is not satisfied with the decision of the Board of Commissioners, the Federation may within ten (10) business days of the date of the decision, forward a request to the Employment Relations Board (ERB) to assign a Mediator from their staff. Upon designation of the Mediator, the parties will make every attempt to schedule a date for mediation within thirty (30) calendar days. If either party does not wish to use mediation, the grievance may be advanced to Step V.

Proceedings before the Mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.

The Mediator shall attempt to ensure that all necessary facts and considerations are revealed. The Mediator shall have the authority to meet jointly and/or separately with the parties and gather such evidence as deemed necessary.

The Mediator shall not have the authority to compel resolution of the grievance. If the Mediator is successful in obtaining agreement between the parties, the employee shall reduce the grievance settlement to writing. Said settlement shall not constitute a precedent unless both parties so agree.

If mediation fails to settle the dispute, the Mediator may not serve as an arbitrator in the same matter nor appear as a witness for either party. No mediation efforts may be referred to or introduced into evidence at any subsequent arbitration hearing.

Step V. If the grievance remains unsettled, the Federation may, within ten (10) business days after the response date in the preceding step, notify the other party of a written request for arbitration.

The parties shall first attempt to select an arbitrator who is mutually acceptable. If, within ten (10) business days from the request for arbitration, the parties are unable to agree upon an arbitrator, the State Mediation and Conciliation Service shall be requested to submit a list of thirteen (13) names of Oregon and Washington arbitrators. Each party shall have the right to reject a list one (1) time per grievance. Both the County and the Federation shall have the right to strike names alternatively, with the first strike determined by coin toss. The process shall be repeated, and the remaining person shall be the arbitrator. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties.

Expenses for the arbitration shall be borne equally by the County and the Federation. Each party, however, shall be responsible for compensating its own representatives and witnesses.

If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

The arbitrator shall have the authority to consider only a claim based upon a specific provision of this Agreement and shall have no authority to add to, modify, or detract from this Agreement. The arbitrator's decision shall be final and binding upon the parties.

13.2 Stewards

Employees selected by the Federation to act as Federation representatives shall be known as “stewards” which includes one Chief Steward.

The names of employees selected as stewards and the names of other Federation representatives who may represent employees shall be certified in writing to the County by the Federation.

13.3 County-Federation or Grievance Committee Meetings

The County shall meet at mutually convenient times with any number of representatives selected by the Federation, but no more than two (2) Federation representatives will be allowed to attend such meetings on County time with no loss of wages.

All meetings with the County normally shall be held during working hours. This Section is not intended to be used to disrupt County business. The purpose of these Committee meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the Committee may discuss with the County other issues which would improve relationships between the parties. Prior notice of topics for discussion at such meetings shall be furnished by either party to the other.

13.4 Processing Grievances

Grievance Committee members and Steward(s) may investigate and process grievances during working hours, within reasonable limits, without loss of pay. The County's obligation to compensate such individuals shall be limited to not more than two (2) individuals, including the grievant.

13.5 Time Periods

The time periods specified in this Article may be extended or modified by mutual consent. Failure by an employee or the Federation to comply with time periods specified shall be treated as final disposition of the subject matter of the grievance.

At any step of the grievance process, if the County or its officers, supervisors or department heads fail to respond, it shall be treated as a denial of the grievance and the Federation may advance it to the next step.

13.6 Civil Service Commission Appeals

Employees who take a grievance to arbitration under this Agreement shall be deemed to have waived any appeal rights which they may have under the Columbia County Civil Service Ordinance and the related rules of the Civil Service Commission.

Employees who pursue an appeal to hearing before the Civil Service Commission shall be deemed to have waived their right to arbitrate their grievance under this Agreement.

ARTICLE 14 - GENERAL PROVISIONS

14.1 Non-Discrimination

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, religion, mental or physical handicap or political affiliation. The Federation shall share equally with the County the responsibility for applying this provision of the Agreement.

The County agrees not to interfere with the rights of employees to become members of the Federation, and there shall be no discrimination, interference, restraint, or coercion by the County, or any County representative, against any employee because of any lawful Federation activities.

14.2 Bulletin Boards

The County agrees to furnish and maintain a suitable bulletin board to be used by the Federation. The Federation shall limit its posting of notices and bulletins to such boards and shall use the boards only for notices and bulletins concerning Federation matters. Bulletin boards shall not be used for controversial or inflammatory subjects.

14.3 Visits by Federation Representatives

The County agrees that accredited representatives of the Federation shall have reasonable access to the premises of the County to conduct Federation business. Such visits shall not interfere with the normal operation of the department.

14.4 Federation-Management Meetings

Representatives of the Federation and the County shall meet, when requested by either party, at mutually convenient times, to discuss any matters pertinent to maintaining good employer-employee relationships.

Each party shall advise the other, at least two (2) working days prior to such meeting, as to the subjects it wishes placed on the agenda. Such meetings will normally be held during working hours, at times which do not interfere with normal operations of the Courthouse.

Federation representatives attending such meetings during their normal working hours shall suffer no loss in their normal earnings. The County's obligation to compensate such individuals shall be limited to not more than two (2) individuals. Time devoted to committee meetings outside of an employee's normal shift shall not be compensable.

14.5 Existing Conditions and Future Rules

Existing work rules and conditions which are not modified by this Agreement shall continue in effect. No work rule shall be adopted which is inconsistent with the provisions of this Agreement or the requirements of Oregon law.

The County agrees to notify the Federation, in writing, prior to changing existing work rules or adopting new rules.

Should the Federation disagree with the new rule(s), the County, upon request, shall meet with the Federation to discuss its concerns.

Any dispute concerning new rules may be submitted at Step III of the Grievance Procedure. Such a rule shall be effective until the dispute is resolved through the Grievance Procedure.

This Section only applies to mandatory subjects of bargaining.

14.6 Uniforms and Protective Clothing

If an employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the County. In addition, the County shall provide identifying garments for field employees to wear.

Employees who make the appropriate request and are approved to be armed shall be provided with a County approved holster, firearm and an optional duty belt. Such employees shall be required to carry the County provided firearm and may not carry a personal firearm for work purposes.

The cost of maintaining the uniform or protective clothing or protective device in proper condition including tailoring, cleaning and laundering, shall be paid for by the County.

Coveralls - The County agrees to furnish and maintain coveralls for employees who are required to service equipment as a part of their regular duties.

14.7 Health and Safety

Federal and state safety regulations shall be strictly observed by the County, the Federation, and all employees. Employees shall use all protective equipment required, shall perform their work in a safe manner, and shall comply with all safety rules of the County. Required safety equipment shall be furnished by the County.

Safety meetings shall be conducted by the County and the Federation at designated times for the purpose of safety training and discussing problems of employee safety. Such meetings shall be held during working hours.

Employees may be sent home if they are under medication, sick or otherwise unable to perform their normal duties without, in the judgment of the department head, creating an unnecessary safety or health hazard to themselves or other employees. If an employee is sent home under the provisions of this paragraph, that employee shall utilize paid accrued leave for the period of time not worked.

14.8 Negotiations

The County shall grant time off as necessary for negotiating meetings for up to two (2) employees who are selected by the Federation to serve on the Federation's Negotiating Committee, without loss of pay. Time devoted to negotiations outside of an employee's normal shift shall not be compensable.

14.9 Outside Employment

Any and all employment or activities for remuneration of any sort, including partial or full ownership of firms operating within the County, will be allowed only with the prior written approval of the County. Such outside employment or activity will be permitted only where, at

the discretion of the County, the nature and extent of such activities are compatible with County employment and where such outside employment or activities would not, or later does not, interfere with an employee's responsibilities to County employment and which in no way conflicts with the interests of the County or is a discredit to the County, provided that the County shall not abuse its discretion arbitrarily or capriciously. Failure to report such outside activity or to engage in outside employment, which has not been approved, shall subject the employee to disciplinary action.

ARTICLE 15 - STRIKES AND LOCKOUTS

15.1 Lockouts

No lockout of employees shall be instituted by the County during the term of this Agreement.

15.2 Strikes

The Federation and its members, as individuals or as a group, will not initiate, cause, participate or join in any strike, work stoppage, or slowdown, of County work during the term of this Agreement.

Employees may be required to cross a picket line in the line of duty. Disciplinary action may be taken by the County against any employee engaged in a violation of this Article, up to and including dismissal. The Federation and the County will take immediate action to correct any violation of the provisions of this Article.

ARTICLE 16 - WORKING CONDITIONS

16.1 Workweek

For all full-time employees, the regular work week shall consist of 40 hours of compensated work time.

16.2 Work Week Schedule

A. Regular Work Week Schedule. The regular work week schedule for full-time employees shall consist of five (5) work days, Monday through Friday, inclusive. Each work day shall consist of eight (8) consecutive hours, excepting a meal period.

B. Modified Regular Work Week Schedule. The County may establish a modified regular work week schedule, which shall consist of four (4) days of ten (10) hours, on either Monday through Thursday or Tuesday through Friday. The County shall give at least two (2) weeks advance notice of the modified regular work week schedule. Said notice shall include both the starting date and time, and anticipated ending date of the modified regular work week schedule. However, the modified regular work week schedule may be extended upon two weeks advance notice as provided above. The County shall not suspend the modified regular work week schedule for the purpose of avoiding enhanced holiday leave and holiday pay under Sections 4.4 and 4.5 of this Agreement.

16.3 Optional Work Week Schedule

Upon the mutual agreement of the department head and the employee, individual employees may be scheduled to work on an optional work week schedule. The hours worked in a day shall be consecutive except for a meal period. The optional work week schedule shall contain the same number of work hours as the employee's regular work week schedule. The optional work week schedule may be suspended or terminated by either the department head or employee upon two (2) weeks advance notice.

16.4 Regular Hours and Posting

All employees shall be scheduled to work on a regular work shift. Each shift shall have regular starting and quitting times. Schedules showing each employee's regular shift, starting and quitting times, and workdays shall be posted in advance. Schedules may be modified at the discretion of the County upon two (2) weeks advance notice. Schedules may be modified immediately upon mutual consent of the County and the Federation.

16.5 Emergency Provision

During an emergency, the following modifications of this Agreement are made for affected employees:

- a. The provisions of Section 16.2 are suspended and the work week may be scheduled to consist of any five (5) days within a week as designated by the County. The hours of each day worked shall be continuous except for a meal period;
- b. Section 16.3 is suspended; and
- c. Section 16.4 is suspended.

An emergency is defined as a condition in which life or property in the County are immediately endangered, requiring the services of County employees to abate the hazard. Such services include only those necessary to address the immediate danger; an emergency may be declared by the Commissioners.

The provisions of this Section apply only to those specific employees needed to address the immediate hazard.

16.6 Rest Periods

Rest periods shall be provided during each half work day. Such rest periods shall be considered part of the compensated work time. Rest periods shall be scheduled as near the middle of each half workday as practicable.

The time allowed for rest periods is not extended for travel. Such rest periods may not be interrupted except to provide for the public safety. Waiting periods inherent in a job may be construed as the rest period if:

- a. A single waiting period is of sufficient length to cover the rest period;

- b. No attention to any part of the employee's job is required during the waiting period; and
- c. The employee knows in advance that the waiting period is of sufficient length that it will be considered as a rest period.

Rest periods shall be fifteen (15) minutes for eight (8) hour work days, or half work days of four (4) hours or less, and twenty (20) minutes in length for ten (10) hour work days or half work days of more than four (4) hours.

Employees who, at the request of the County, work one (1) hour beyond their regular work shift shall receive an additional rest period before starting the work beyond their regular shift. Such employees shall also receive an additional rest period for each two (2) hours worked beyond their regular work shift.

16.7 Meal Periods and Meals

Employees shall be granted a one-half (½) or one (1) hour uncompensated meal period each work shift. Such meal periods shall be scheduled as close as practicable to the middle of the work day.

The County shall furnish a meal (or a \$7.50 meal allowance, in lieu thereof), plus a one-half (½) hour uncompensated meal period to any employee who, at the County's request, works three (3) hours beyond their regular work schedule. An additional meal (or \$7.50 meal allowance, in lieu thereof), plus one-half (½) hour uncompensated meal period shall be furnished each four (4) hours thereafter.

Employees who are away from their regular workplace at meal times may use a County vehicle to stop at restaurants, snack bars, etc., for meals.

16.8 Clean-up Time

If necessary, employees shall be granted up to fifteen (15) minutes personal clean-up time prior to the end of each work shift. In circumstances where employees have been exposed to particularly dirty conditions or have become contaminated by hazardous materials, additional time will be granted to perform clean-up. The County shall provide the required facilities for employees' clean-up times, and shall arrange work schedules so that employees may utilize clean-up time.

16.9 Emergency or Disaster Conditions

Any employee who is not exempt from the overtime provisions of the FLSA, and who is unable to report to work due to hazardous road conditions caused by ice, snow, flood waters, washouts or slides shall not receive regular salary. Employees are advised to use their best judgement in making a decision of whether or not to report to work under such conditions. Should an employee decide to remain at the employee's residence, all reasonable attempts should be made to contact the immediate supervisor or department head. Any non-exempt salaried employee wishing to receive payment for time missed due to hazardous road

conditions may do so by using either accrued vacation leave, a floating holiday or compensatory leave.

Any employee not exempt from overtime requirements, who reports to work late due to hazardous road conditions will be compensated for only for those hours actually worked. In the event such an employee wishes to receive a full day's pay, use of vacation or compensatory leave time to complete the normal work period is appropriate.

Any employee who is unable to report to work or reports to work late under such conditions shall not be subject to discipline. In the event the appointing authority is in doubt of the existence of such conditions, the final decision shall be left to the Human Resources Director and shall be subject to documentation or confirmation by either a police agency or the appropriate public works agency having jurisdiction over the roadway or roadways in question.

If the County declares the Courthouse closed due to emergency conditions, regular full-time employees shall receive regular pay for that day. If an employee is on scheduled paid or unpaid leave and the Courthouse is closed due to emergency conditions, that employee shall continue on such leave and have the appropriate number of hours deducted from leave balances for paid leave as though the Courthouse were not closed. This provision shall not apply for any closure of the Courthouse greater than one (1) week in length.

ARTICLE 17 - MANAGEMENT RIGHTS

The parties recognize that the elected officials of the County are directly responsible to the public and to the citizens of the County, for the performance of the functions and services of the County.

The functions incident to such responsibilities cannot be delegated. Accordingly, the County retains all of the rights, functions, and authority connected with its responsibility to manage the affairs of the County government. The rights of the Federation and of employees are those set forth in this Agreement, the Oregon Revised Statutes, and in the Civil Service Ordinance.

The County retains all management functions and rights not specifically limited by the terms of this Agreement.

Nothing in this paragraph will preclude the right of an employee to utilize the provisions of Article 13, Settlement of Disputes.

ARTICLE 18 - SAVINGS CLAUSE

Should any article, section, or portion thereof, of this Agreement be held unlawful or unenforceable by an opinion of the Attorney General of the State of Oregon or by any court of competent jurisdiction, or any administrative agency of the State of Oregon having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof, directly specified in the decision.

Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

ARTICLE 19 - TERM AND TERMINATION

Except where other effective dates are set forth, this Agreement shall be effective as of July 1, 2006, and shall remain in full force and effect until the 30th day of June, 2015.

The Agreement shall be automatically renewed from year to year after July 1, 2015, unless either party shall notify the other in writing, not later than February 1, 2015, or any subsequent year, that it wishes to modify this Agreement for any reason. In the event such notice is given, negotiations shall begin within thirty (30) days following said notice. The Agreement shall remain in full force and effect during the period of negotiations.

In witness whereof, County and Federation have executed this Agreement on the _____ day of August, 2011.

FOR THE FEDERATION:

FOR THE COUNTY:

FEDERATION OF PAROLE AND
PROBATION OFFICERS:

BOARD OF COMMISSIONERS:

By: _____
Trinity Monahan
President

By: _____
Tony Hyde
Chair

By: _____
Jennifer Waters
Vice President

By: _____
Earl Fisher
Commissioner

By: _____
Henry Heimuller
Commissioner

