

Collective Bargaining Agreement

Between

**Polk County, Oregon**

And

**Federation of Oregon Parole & Probation Officers (FOPPO)**

Effective July 1, 2014 through June 30, 2017

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◆ ARTICLE I ◆

**RECOGNITION**

The County recognizes the Federation as the exclusive representative of all Adult Parole and Probation Officers employed by the County, excluding supervisory and confidential employees.

◆ ARTICLE II ◆

**MANAGEMENT RIGHTS**

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

- A. The determination of the County's financial, budgetary, accounting and organizational policies and procedures.
- B. 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.
- C. 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 to be assigned or required and the determination of job classifications; the right to hire, promote, demote, transfer and retain employees; the right to discipline or discharge for proper 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 of and assign equipment or supplies; and the right to contract or subcontract any work.

This Article shall not preclude the and the County from either, (1) meeting during the period of the contract at the request of either party to discuss procedures for avoiding grievances and other problems and for generally improving relations between the parties, or (2) negotiating on any matter during the open negotiation period before termination.

The exercise of any right under this Article may be altered by the County's obligations (if any) to bargain over changes in mandatory subjects of bargaining and the County's obligation (if any) to bargain over impacts that a permissive subject of bargaining may have on a mandatory subject of bargaining if required under the Public Employee's Collective Bargaining Act, ORS 243.650 et seq.



◆ **ARTICLE III** ◆

**SECURITY AND CHECK OFF**

**Section 1**

**Fair Share Agreement**

The County and the Federation agree to a "Fair Share" agreement for all employees in the bargaining unit.

**Section 2**

**Bargaining Unit Members Deductions**

Any employee who is a member of the bargaining unit and has not joined the Federation within thirty (30) days of becoming an employee, or who has joined within such time and then withdraws from membership after such thirty (30) days, shall have deducted from his/her pay by the County a monthly service fee equal to the amount of Federation dues, which are utilized for the cost of negotiating and administering the collective bargaining agreement. The Federation agrees to abide by all relevant state and federal laws concerning fair share deductions. Such deductions shall be made only if accrued earnings are sufficient to cover the service fee after all the other authorized payroll deductions have been made.

**Section 3**

**Dues of Terminating Employees**

The County, when so authorized and directed in writing by an employee on an authorized County form, who is a member of Federation, will deduct regular Federation dues from the wages of the employee.

A like amount in lieu of dues will be automatically deducted from all employees in the bargaining unit who have not signed an authorization form requesting Federation membership dues deduction. Employees terminating with less than ten (10) working days in any calendar month will not be subject to dues or a like amount in lieu of dues deduction.

**Section 4**

**Religious Objections**

Any individual employee who objects to a payment in lieu of dues (based on bona fide religious tenets or teachings of a church or religious body of which said employee is a member) is required to inform the County and the Federation of such objections. The employee will meet with the representative(s) of the Federation and establish a mutually satisfactory arrangement for distribution of the contribution of an amount of money equivalent to regular Federation membership dues, initiation fees and assessments (if any) to a non-religious charity or charitable organization mutually agreed upon by the employee and the Federation. The employee shall furnish written proof to the County that such has been accomplished, as appropriate.

## **Section 5**

### **County Not Liable for Errors**

The County will not be held liable for check off errors but will make proper adjustment with the Federation for errors as soon as practicable.

## **Section 6**

### **Change of Status List**

The Employer agrees to furnish the Federation, each month, a listing of all new employees hired during the month, of all employees who terminated during the month, of all employees who changed status from part time to full time during the month, and of all employees who changed status from full time to part time during the month. Such listing shall contain the names of the employees along with their job classifications, work locations, and home addresses.

## **Section 7**

### **Payroll Deduction Cancellation**

Any authorization for payroll deductions for dues may be canceled by the employee upon written notice to the County and the Federation before the 20th day of each month, to be effective on the first day of the following month.

## **Section 8**

### **Indemnification of County**

The Federation will indemnify, defend, and hold the County harmless against any claims made, and against any suit instituted against the County as a result of any action taken pursuant to this Article. Such indemnification shall include, but not be limited to, any court costs, attorney fees, and other expenses incurred by the County.



◆ **ARTICLE IV** ◆

**HOURS OF WORK**

**Section 1**

**Regular Hours**

The regular hours of work each day shall be consecutive except for interruptions for lunch periods.

**Section 2**

**Workweek**

The regular workweek shall normally be scheduled for five (5) consecutive eight (8) hour days, Monday through Friday, inclusive, or four (4) ten (10) hour days falling within Monday through Friday. For overtime purposes, the workweek shall begin at 12:01 a.m. Monday and end midnight on Sunday. The four (4) ten (10) hour shift shall be limited to five (5) bargaining unit employees and shall have a duration of one (1) year, which the employee will apply for every May. Selection of the employees shall be determined by the Department Head.

**Section 3**

**Workday**

Eight (8) hours of work shall normally constitute a workday. An exception shall be made for employees working four (4) ten (10) hour days in a week. All employees shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times unless the employee is on a flex schedule as set out in Section 5 below.

**Section 4**

**Work Schedules**

Except for situations outside of the County's control, work schedules shall not be changed unless the changes are mutually agreed upon by the employee and the Employer, or unless the County has provided at least a ten (10) day notice to the employee/employees whose schedules are to be changed.

**Section 5**

**Flex Schedules**

A flex schedule may be initiated when a special requirement is identified that requires a change in shift. When a flex schedule is approved by the County, the employee will be provided ten (10) days prior notice unless an emergency situation exists. This ten (10) day notice period may be waived, if mutually agreed between the employee and the department head. A flex schedule is intended to accommodate the special needs of a department. Employees who request a flexible work schedule shall waive the overtime over eight (8) hours in a work day provision in this agreement, but shall be subject to the overtime over forty (40) hours in a work week.

## **Section 6**

### **Rest Periods**

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift, whenever reasonable. Rest periods shall be scheduled at the middle of each one-half (1/2) shift, whenever feasible. Employees who, for any reason, work beyond their regular quitting time into the next shift shall, if possible, receive a fifteen (15) minute rest period before they start to work on the next succeeding shift, when the overtime is expected to exceed two (2) hours.

## **Section 7**

### **Meal Periods**

All employees shall be granted a non-paid lunch period of at least one-half (1/2) hour during each work shift, according to present practice. Whenever possible, lunch periods shall be scheduled at the middle of the shift.

## **Section 8**

### **Proration of Benefits for Part-time Employees**

Proration of benefits for part-time employees initially will be set based on the proration of FTE per month budgeted. If an employee is working hours different from what was originally budgeted, the County shall modify the employee's benefits to correspond with actual hours worked within three (3) months. Management will not utilize this section to avoid paying additional benefits to an employee.

## **Section 9**

### **Call Time**

All officers are responsible for being "on-call" during off-duty hours to address work related questions outside of their regular shifts. As compensation for this work, each officer will receive a minimum of 48 hours of administrative leave each fiscal year (July 1 to June 30). This leave shall accrue at the rate of four (4) hours each month. A maximum of 24 hours of administrative leave may be carried from one fiscal year to the next. Otherwise, leave shall be lost if not used by the end of the fiscal year. Employees are responsible for submitting weekly time slips to track on-call time worked. If time worked exceeds 48 hours in the fiscal year, the employee shall receive compensatory time at the rate of one-half hours for each hour worked over 48.

◆ ARTICLE V ◆

**HOLIDAYS**

**Section 1**

**List of Holidays**

The following days shall be recognized and observed as holidays for trial service and regular employees in the County service working fifty percent (50%) or more of the equivalent full-time position:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' 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
Christmas Eve	
On Monday:	The whole day.
On Tuesday, Wednesday, Thursday:	1:00 to 5:00 p.m. or four hours paid leave depending on the work schedule.
On Friday, Saturday, Sunday:	No paid time off.
Christmas Day	December 25
Four floating holidays	Employees' choice subject to County staffing requirements.

The floating holidays will be converted to personal leave days each fiscal year on July 1 and must be used by June 30 of the next year. Leave days shall be used in full day increments.

Also, any other holiday granted by the Board of Commissioners.

**Section 2**

**Holiday Pay**

Eligible full-time trial service and regular employees shall receive eight (8) hours pay for each of the holidays listed above on which they perform no work. All employees must be in paid status both the working day before and the working day after the holiday to be eligible to receive pay for the holiday. Part-time trial service and regular employees working fifty percent or more of full-time shall be paid for holidays on a pro rata basis (see Section 6 below).

**Section 3**

**Weekend Holidays**

Whenever New Year's Day, Independence Day, Christmas, or Veterans' Day falls on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever these holidays shall fall on a Saturday, the

preceding Friday shall be observed as the holiday. Employees working an irregular workweek shall receive the same number of holidays as employees working the regular workweek.

#### **Section 4**

##### **Holiday During Leave**

Should an employee be on authorized leave with pay when a holiday occurs, such holiday shall not be charged against such leave.

#### **Section 5**

##### **Holiday Work**

If an employee performs any authorized work on any of the holidays listed above, he/she shall be paid at the rate of time and one-half (1 1/2) for all hours worked in addition to his/her regular holiday pay. Such payment shall be paid as outlined in "Overtime," Section 5, Article X.

#### **Section 6**

##### **Holidays for Part-time Employees**

Part-time employees working fifty percent (50%) or more of the equivalent full-time position shall accrue holidays on a pro-rata basis. Benefits will be set and changed according to Article IV, Hours of Work, Section 13, Proration of Benefits for Part-time Employees.

## ◆ ARTICLE VI ◆

### SICK LEAVE

#### Section 1

##### Sick Leave

Sick leave shall be earned by each full-time employee in the classified service at the rate of eight (8) hours per month for employees working a forty (40) hour workweek. Sick leave may be accumulated without limit.

Employees may utilize their allowances of sick leave when unable to perform their duties by reason of illness or injury, necessity for medical or dental care, exposure to contagious disease under circumstances which the health of the employees with whom associated or member of the public necessarily dealt with would be endangered by attendance of the employee, or by illness in their immediate families, for such period as the employee has sick leave credit. The employee has the duty to ensure that he/she makes other arrangements, within a reasonable period of time, for the attendance of family members.

After three (3) working days of sick leave for care of a family member, the employee shall discuss the situation with the supervisor. After 10 working days and with the approval of the department head, the employee may continue to use sick leave.

For the purposes of determining family members, the following shall be used: Father, mother, brother/sister, spouse, qualifying same-sex domestic partner, children/stepchildren, mother-in-law, father-in-law, grandparents, and grandchildren. In all other cases, absences shall be charged to accrued vacation leave where circumstances warrant.

If in the opinion of the department head, circumstances appear to warrant, the department head may require verification of the attending physician or practitioner to substantiate that an illness or injury prevents the employee from working. The Employer may also require the employee to substantiate the need for any absence to attend to an ill family member.

The Employer, at its expense, may require a physician's certification of fitness to work.

No compensation for accrued sick leave shall be allowed for any employee when he/she is in a non-paid status. Sick leave shall not accrue during any period of leave of absence without pay. When an employee is transferred to, or appointed to another County department, his/her sick leave credit shall continue.

#### Section 2

##### Sick Leave Without Pay

The County will grant leave to employees who qualify under FMLA and/or OFLA. Employees may use their paid sick leave or vacation leave to cover these protected absences. The employee must utilize sick leave prior to the utilization of vacation leave and may set aside up to forty (40) hours of vacation leave upon written request before accessing leave without pay. For employees who exhaust sick leave benefits for circumstances that fall outside Federal or State family medical leave eligibility, an



employee may request up to ninety (90) calendar days of sick leave without pay. The Board of Commissioners may grant such leave if it determines that the leave will not place any undue hardship on the organization. This leave request will not extend family medical leave entitlement periods.

From time to time, the Employer may require that the employee submit a certificate from the attending physician or practitioner. The certificate shall establish that sufficient disability exists to justify the leave and that there is reasonable expectation that the employee will be able to return to work at the end of the leave. In the event of a failure or refusal to supply such certificate, or if the certificate does not clearly show sufficient disability to preclude the employee from the performance of duties, such leave shall be canceled and the employer may proceed as otherwise provided by law.

### **Section 3**

#### **Notification**

Any employee who is ill and unable to report to work shall make reasonable effort to notify his/her immediate supervisor at least thirty (30) minutes prior to his/her reporting time unless other notification requirements are established by mutual agreement between the employee and the department head (see also Article IX, Section 1, "Abandons Position"). For employees who work swing shift or graveyard shift, notification shall be prior to 1:00 p.m.

### **Section 4**

#### **Sick Leave Accumulation During 4/10 Workweek**

During those periods of time when the County has implemented the 4/10 workweek as provided by this contract, the accumulation rate of sick leave shall be eight (8) work hours per month for full-time employment. Employees shall make every effort to not schedule non-emergency medical or dental appointments during the 4/10 workweek.

### **Section 5**

#### **Sick Leave for Part-time Employees**

Part-time trial service and regular employees working fifty percent (50%) or more of the equivalent full-time position shall accrue sick leave on a pro rata basis. Benefits will be set and changed according to Article IV, Hours of Work, Section 13, Proration of Benefits for Part-time Employees.

### **Section 6**

#### **Sickness During Paid Vacation**

An employee who becomes ill during a period of approved vacation leave may not use sick leave in lieu of vacation. If the illness extends beyond the vacation period, only the time subsequent to the end of the vacation will be charged to sick leave.

### **Section 7**

#### **Sick Leave Administration**

Charges against accumulated sick leave shall be made as actual time used, calculated in 15-minute increments.

## **Section 8**

### **Leave Sharing**

Federation members may request leave sharing as defined in Rule 21 of the Polk County Personnel Rules.

◆ ARTICLE VII ◆

VACATIONS

Section 1

Accrual

Full-time trial service and regular employees having served in the County service for six (6) continuous calendar months shall be credited with 48 hours of vacation leave (see Section 6, Vacation Leave for Part-time Employees). Thereafter, employees shall accrue additional vacation time in accordance with the following schedule.

<u>Years of Service</u>	<u>Hours Accumulated Per Month</u>	<u>Maximum Accumulation</u>
A. Less than five (5) years of service	8.0	200.00
B. Five (5) years, but less than ten (10) years of service	10.0	200.00
C. Ten (10) years, but less than fifteen (15) years of service	12.0	250.00
D. Fifteen (15) years, but less than twenty (20) years of service	14.0	250.00
E. Twenty (20) or more years of service	16.0	250.00

Section 2

Scheduling Vacations

Vacation time shall be scheduled by the County. Whenever possible, employees shall have the right to determine vacation time, but in any case, vacation time shall be selected on the basis of seniority. Each employee will be permitted to exercise his/her right of seniority only once per two (2) calendar years. Under no circumstance shall an employee who has completed his/her initial six (6) months of service lose any accrued vacation time unless such employee fails to take such vacation leave as scheduled.

Section 3

Maximum Accrual

The maximum accumulation that a full-time employee will be allowed of earned vacation will be 200 hours for employees with less than ten (10) years of service and 250 hours for employees with ten (10) years or more of service. Employees will forfeit any hour in excess of their maximum accumulation on December 31<sup>st</sup> of each year or upon termination from County employment with two exceptions:

If there are extraordinary circumstances outside an employee's control, in which case, with the prior approval of the Board of Commissioners, employees may be paid for the excess hours;

If the County is unable to schedule vacation due to the departmental work schedule, the employee will receive payment for vacation time that he or she otherwise would lose because of the accrual limitation. "Termination from County employment" does not include termination caused by the death of the employee.

## **Section 4**

### **Vacation Buyout**

Each fiscal year, employees with vacation leave balances of 100 hours or more may elect during August and / or March payroll periods to cash out up to 40 hours of accrued vacation. Employees who wish to cash out (up to 40 hours) their vacation time shall note the amount of vacation time on their August and / or March timesheet. At no time shall the buyout cause the employee to drop below 40 hours of accrued vacation.

## **Section 5**

### **Break in Service**

Time spent by an employee on military leave, Peace Corps duty, sick leave resulting from an injury or illness incurred in the course of employment including Family Medical Leave, and/or any other paid leave shall be included as time worked for the purpose of determining length of service.

Time spent on other types of authorized leave will not be counted in determining length of service, provided that employees returning from such leave and employees on layoff status shall be entitled to credit for the length of service prior to the leave or layoff.

## **Section 6**

### **Termination or Death**

After six (6) months of service, upon the termination, for any reason, of an employee, or the death of an employee, all accumulated vacation shall be paid either to the employee or his/her heirs, whichever the case may be.

## **Section 7**

### **Vacation Leave for Part-time Employees**

A part-time trial service or regular employee working fifty percent (50%) of the equivalent full-time position shall accrue vacation leave on a pro rata basis. Benefits will be set and changed according to Article IV, Hours of Work, Section 13, Proration of Benefits for Part-time Employees.

◆ **ARTICLE VIII** ◆

**OTHER LEAVE**

**Section 1**

**Other Leaves of Absence With Pay**

Employees shall be granted leave with pay for service on a jury or when under court subpoena as a disinterested witness, provided the employee shall seek all fees due him/her for jury or witness duty, except mileage reimbursement, and the employee turns said fees over to the County. Upon being excused from jury or witness duty for any day, an employee shall immediately contact his/her supervisor for assignment for the remainder of that workday.

Time off from work for appearances in court and other proceedings other than as provided above, shall be charged to accrued vacation, compensatory time or leave without pay.

**Section 2**

**Other Leaves of Absence Without Pay**

In instances where the work will not be seriously handicapped by the temporary absence of an employee, the appointing power may grant a leave of absence without pay not to exceed ninety (90) calendar days. Leaves of absence without pay for periods in excess of ninety (90) days per calendar year must be approved by the governing body. Request for such leave must be in writing and must establish reasonable justification for approval of the request. Normally, such leave will not be approved for an employee who is accepting employment outside the County service. Sick leave, vacation and holidays and the employee's health insurance payment shall be prorated based on time worked in a month.

**Section 3**

**Military Leave With and Without Pay**

Military leave shall be granted in accordance with State Law and Federal Law & Regulations.

**Section 4**

**Peace Corps Service**

As provided by statute, any employee who enters the Peace Corps of the United States shall be given leave for such service.

**Section 5**

**Maternity Leave**

Maternity leave not to exceed three (3) months shall be granted at the request of an employee for the purpose of childbirth and recuperation of the mother. Such maternity leave may be extended by the Human Resources Director for medical reasons relating to the health of the mother, certified by the mother's attending physician. Maternity leave with pay is chargeable to sick leave limited to the amount of sick leave accumulated by the employee. Consistent with the foregoing, sick leave without pay will be provided following the expiration of accumulated sick leave. Employees may, however, exercise the option of taking all such leave without pay.

## **Section 6**

### **Parental Leave**

Employees requesting parental leave as provided under Federal and/or Oregon law shall be permitted to use a combination of accrued vacation, compensatory leave, sick leave and leave without pay. Employees are expected to exhaust their paid leave benefits before taking parental leave without pay, except that a 40-hour vacation/sick balance may remain if requested by the employee.

## **Section 7**

### **Federation Leave**

Leave with pay may be granted if the County feels that the Federation Representatives attendance at labor relations education programs would be mutually beneficial to the County and the Federation. Such paid leave shall not exceed a total of four (4) days per contract year. These four (4) days shall be considered as a pool from which employees granted such leave shall charge their time.

## **Section 8**

### **Education Leave**

After completing two (2) years of continuous service, an employee, upon written request, may be granted a leave of absence without pay by the Board for the purpose of upgrading professional ability through enrollment in education courses at an accredited school. The period of such leave of absence shall not exceed one (1) year, but may be renewed or extended upon the request of the employee and approval of the Board. In reaching their decision, the Board or their designee shall provide the employee and/or the employee's representative with the opportunity to be heard on the matter.

## **Section 9**

### **Bereavement Leave**

When a member of the employee's or employee's spouse's immediate family has died, up to three (3) days per death bereavement leave with pay shall be granted to an employee by the County for the period of time the employee is unable to perform his/her duties. Bereavement Leave shall not accumulate from year to year. With approval of the department head, the employee may use accrued compensatory time and vacation and leave without pay in addition to the three (3) days bereavement leave.

For purposes of bereavement leave only, immediate family shall be defined as: father, mother, brother, sister, spouse, qualifying same sex domestic partner, children or step-children, step-parent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren.

◆ **ARTICLE IX** ◆

**SENIORITY**

**Section 1**

**Definition**

Seniority shall be defined as follows:

- A. Total length of unbroken service within Polk County Community Corrections as a parole and probation officer, excluding time in temporary positions.
- B. If two (2) or more employees were hired the same day, the most senior employee shall be determined by drawing their name out of a hat at the time of hire.

For the purpose of computing seniority, all authorized leave with pay shall be considered as time worked. Employees who are laid off as a result of a reduction in positions, and who are subsequently reinstated, shall retain their full seniority except for such period of layoff.

An employee's seniority will terminate if he/she resigns, retires, is discharged, abandons his/her position, does not accept an offer of recall from layoff, except as provided for in the Recall section of this article; or is not recalled from a layoff list within one (1) year.

"Abandons Position": If the employee is absent for 12 consecutive working hours without having contacted his/her supervisor, the employee shall be considered to have resigned his/her position with the County unless conditions or situations beyond the employee's control prevented contacting the supervisor.

"Does Not Accept an Offer of Recall from Layoff": If the employee fails to:

- A. Maintain on file with the County a current address and phone number where he/she can be reached during the period of the layoff;
- B. Provide written acceptance of a position that is offered to him/her within 72 hours of receipt of such offer; or
- C. Report for work within 15 days of the date of receipt of the recall notification.

**Section 2**

**Layoff**

In the event it becomes necessary to lay off employees for any reason, the employees shall be laid off in the inverse order of their seniority as defined above. The County shall give written notice of a pending layoff to any trial service and regular status employee at least fifteen (15) calendar days before the effective date stating the reason for the layoff.

### **Section 3**

#### **Recall**

Employees shall be recalled from layoff according to their seniority. No new employees shall be hired until all employees on layoff status have had an opportunity to return to work in accordance with this article.

Employees shall have recall rights to positions other than their original job in their former classification or in classifications they qualify for with pay equal to or less than the pay of their former classification. Employees recalled to positions other than their original job shall be placed at the same pay step they held before layoff, whether the salary range is equal to or lower than their former range, and be subject to a four (4) week trial period. If they fail the trial period, they shall be returned to the layoff list until the original one-year layoff period expires. In no case, shall recalled employees go through a trial period for the job they occupied before layoff.

Employees who have been on a layoff for more than one (1) year, or accept any recall from layoff at the same salary as the original job, or resign after being recalled shall not be subject to recall. Employees who accept a position with lower pay than the job from which they were laid off, or who bump into a lower paying position, shall have one (1) more recall opportunity within one(1) year of the original layoff to be recalled to a position in a higher class, but not to a class with a higher salary than the one from which they were laid off.

An employee laid off from a full-time position may decline recall to a part-time position and continue to be subject to recall. An employee laid off from a part-time position may decline recall to a position requiring more hours of work than before layoff and continue to be subject to recall. Otherwise, any employee who declines a recall from layoff shall not be subject to recall.

### **Section 4**

#### **Seniority Lists**

A list of employee seniority shall be posted on the first business day of January.



◆ ARTICLE X ◆

WAGES

Section 1

Compensation

Employees shall receive no COLA in year #1 of the contract. The attached FOPPO Wage Schedule shall be considered part of this Agreement.

For years two and three of this agreement both parties agree to have re-openers for wages.

Section 2

Advancement Through the Range

Advancement through the salary range shall be based upon the satisfactory performance of the employee.

- A. Advancement to the 2nd step of the salary range on the first of the month following six (6) full months of satisfactory service at the minimum rate.
- B. Advancement to the 3rd step of the salary range after one (1) additional year of satisfactory service at Step 2.
- C. Advancement to the 4th step of the salary range after one (1) additional year of satisfactory service at Step 3.
- D. Advancement to the 5th step of the salary range after one (1) year additional satisfactory service at Step 4.
- E. Advancement to the 6th step of the salary range after one (1) year additional satisfactory service at Step 5.
- F. Advancement to the 7<sup>th</sup> step shall occur after one (1) year additional satisfactory service at step 6.

### **Section 3**

#### **Work Out of Class**

Whenever an employee performs the major distinguishing duties of a higher class for 40 consecutive hours of work or more, excluding sick leave and holidays, in a classification above that in which the employee is normally classified, the employee shall be paid one step (4%) above his/her regular rate or the first step of the class to which he/she is temporarily assigned, whichever is the greater amount. Paid sick leave and holidays shall not be considered as a break in 40 consecutive hours of work.

The Employer shall not abuse the requirement of 40 hours of work to avoid the payment of working out of classification.

### **Section 4**

#### **Pay Periods**

Employees shall be paid on a monthly basis with the payday being the last working day of the month. In the event of a bona fide emergency, an employee may request and, if approved by the County, shall receive a pay advance.

### **Section 5**

#### **Reporting Time**

Any employee who is scheduled to report for work and who presents himself/herself for work as scheduled, but where no work is available to him/her, shall be excused from duty and paid at his/her regular rate for two (2) hours work.

### **Section 6**

#### **Overtime**

Overtime shall be accrued at the rate of time and one-half (1 1/2) the employee's regular rate of pay. Overtime work is defined as all authorized work in excess of the following, but in no event shall compensation be received twice for the same hours:

- A. All authorized work performed in excess of eight (8) hours, excluding lunch periods, in any workday.
- B. All authorized work performed in excess of forty (40) hours, excluding lunch periods, in any workweek.
- C. All authorized work performed in excess of ten (10) hours when the alternative workweek is in effect, excluding lunch periods in any workday.
- D. All authorized hours of work performed in a non-emergency situation outside of employee's regular starting and quitting times when the required ten (10) day notice has not been given. Part-time employees who work hours outside their regularly scheduled work hours will not be

eligible for overtime compensation until they work more than eight hours in a day or 40 hours in a week.

On-call time shall not be considered authorized work for the purpose of computing overtime, except where otherwise stated in this contract.

Compensation for authorized overtime work shall be cash or if by mutual agreement of the employee and Employer, in compensatory time.

All overtime shall be recorded by the employee on his/her next regularly scheduled workday. All overtime must be pre-approved, whenever possible, by the department head or designated supervisor. Compensatory time off shall be scheduled by agreement between the department head and the employee involved as soon as is mutually convenient following the day in which the authorized overtime work is performed. Employees may accrue up to 40 hours of compensatory time and carry this amount into each new fiscal year. Compensatory time in excess of 40 hours shall be paid at the end of the next regular pay period. Overtime work shall be computed daily to the nearest quarter (1/4) hour and shall not be carried forward from day to day.

For the purpose of computing overtime hours for overtime eligible employees, vacation leave, compensatory leave, and sick leave shall not be regarded as hours worked.

## **Section 7**

### **Call-In Time**

Any employee called to work outside of his/her regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of time and one-half (1 1/2) if no work is performed or if work is performed for less than two (2) hours. If more than two (2) hours is performed, the employee shall be paid at the rate of time and one-half (1 1/2) for the amount of time actually worked.

## **Section 8**

### **Distribution**

A department head may at his/her discretion determine when overtime work is required and may designate specific employees to perform such overtime work.

## **Section 9**

### **Regular Reporting Place**

The employees' reporting place shall be determined by the County. Employees shall not be required to report to locations outside of the County except by mutual consent of the parties. The employee's regular reporting place shall be the worksite where the employee begins their shift.

## **Section 10**

### **Emergencies**

An emergency shall be defined as a circumstance out of the control of the County.

## **Section 11**

### **Employee Use of Personal Vehicle**

In the event that it is to the convenience of the Employer to have an employee use their personal car, the employee shall be compensated at the rate established by the Internal Revenue Service for mileage reimbursement.

The County shall assign an employee to a designated work site. All work-related travel after arrival at the reporting worksite shall be reimbursed to the employee.

Employees may be required to provide an automobile as a condition of employment.

Employees who drive their own vehicles in the performance of their duties must have at all such times the personal liability insurance required of private individuals by ORS 806.080. Employees who use their personal vehicle for County business shall submit documentation from the insurance company to their department head showing certification of insurance. The County shall be notified by the employee within 10 days when the insurance is canceled.

## **Section 12**

### **Bilingual Pay**

The County shall pay 4% in addition to the regular rate of pay to employees who use either Russian or Spanish in addition to English on the job when it is used on a recurrent, regular basis in the course and scope of their work assignment. The County will approve employee positions for bilingual pay and determine the qualifications to be eligible for it.

## **Section 13**

### **Longevity**

Employees who have worked in the Adult Parole & Probation Office for a period of ten (10) years or more shall receive an increase of 2.0% to their salary. For employees who have worked in the Adult Parole & Probation Office for a period of fifteen (15) years or more, shall receive a total increase of 4.0% to their salary.

## **Section 14**

### **Certification Pay**

In year #1, each non-probationary employee who possesses or achieves an Intermediate Certificate from DPSSST shall receive one percent (1.0%) per month in addition to his/her regular salary.

Each non-probationary employee who possesses or achieves an Advanced Certificate from DPSSST shall receive two percent (2%) per month in addition to his/her regular salary.

The Certificate Pay provided herein is not cumulative, an Employee may only receive one form of Certificate Pay.

In years #2 and #3 Certificate Pay shall increase to the following: Each non-probationary employee who possesses or achieves an Intermediate Certificate from DPSST shall receive two percent (2.0%) per month in addition to his/her regular salary.

Each non-probationary employee who possesses or achieves an Advanced Certificate from DPSST shall receive four percent (4%) per month in addition to his/her regular salary.

The Certificate Pay provided herein is not cumulative, an Employee may only receive one form of Certificate Pay.

◆ **ARTICLE XI** ◆

**DISCIPLINE AND DISCHARGE**

**Section 1**

**Just Cause**

Disciplinary actions taken against employees shall be limited to the following: written reprimand, disciplinary probation, reduction in pay or other monetary assessment, demotion, suspension, or discharge. Disciplinary action shall be for just cause only and will not be taken against an employee without procedural due process as herein defined, except as follows:

Demotion: A demotion during a promotional probationary period that is in lieu of a layoff or that is a reclassification shall not be the basis for a claim of a violation of this Article.

If the County has reason to reprimand an employee, it shall be in a manner that is least likely to embarrass the employee before other employees and the public.

**Section 2**

**Suspension Pending Investigation**

An employee may be immediately suspended pending an investigation and completion of the due process steps if his/her continued presence on the job would constitute a safety hazard to himself/herself or to other employees or be potentially detrimental to County operations. Such suspension shall be with pay.

**Section 3**

**Due Process**

Due process shall require, except for written reprimands, the following:

- A. Before the County notifies the employee of disciplinary action pursuant to part B of this section, the employee will be served with a written notice and provided an opportunity to respond as follows:
  - 1. The employee shall be advised that disciplinary action is being considered.
  - 2. The specific charges or performance deficiencies will be identified.
  - 3. The employee will be advised of his/her right to meet with the supervisor with or without Federation representation and respond to the charges. The employee may respond in writing.
- B. After the above due process or response and any appropriate additional investigation has been completed, the supervisor shall make a decision and give written notice to the employee.

◆ ARTICLE XII ◆

SETTLEMENT OF DISPUTES

Section 1

Grievance Definition

As used in this Agreement, the term "grievance" means any grievance or dispute, which have arisen between the parties with respect to the application, meaning or interpretation of this Agreement, except performance appraisals. The County agrees to meet with the Federation to review employee disagreements with performance appraisals.

Section 2

Exclusive Remedy

Grievances shall be initiated and processed in the manner provided herein, which procedure the parties mutually acknowledge to be the exclusive and binding process for the resolution of disputes constituting grievances as herein defined. The parties do not waive their rights as provided by law.

Section 3

Time Limitations and Procedures

- A. Any and all time limits specified in the Grievance Procedure may be waived by mutual consent of the parties in writing. Failure of the aggrieved party to submit or prosecute a grievance in accordance with these time limits shall constitute complete and unequivocal abandonment of the grievance.

Failure of the County to respond to a grievance within a stated time limit shall result in the automatic elevation of that grievance to the next step, up to but excluding step 4, pursuant to the procedures hereinafter provided.

- B. The parties may, by mutual agreement in writing in a particular case, provide for any amendment, waiver, modification or addition to the rules and procedures herein set forth, which agreement shall not affect subsequent cases.

Section 4

Grievance Steps

*Grievance at Step 1:*

- A. A grievance at Step 1 shall be initiated by the Federation or the employee filing of a written grievance with the employee's immediate supervisor, or if the employee has no immediate supervisor, with the grieving employee's department head, within the ten (10) working days after occurrence of the circumstances giving rise to the grievance or when the employee knew or should have known thereof.
- B. The employee may elect to be represented exclusively by a Federation Representative with or without the employee's presence; may elect to have a Representative present during the

proceedings or may elect, with notification to the Federation, that the employee has chosen to proceed without representation as authorized by ORS 243.666(2).

- C. The written grievance shall include:
1. The name and position of the employee by or on whose behalf the grievance is brought.
  2. The date of circumstances giving rise to the grievance and the date of the employee's first claimed knowledge thereof, if later.
  3. A statement of the grievance including all relevant facts necessary to an understanding of the employee's position, and the specific provision or provisions of this Agreement alleged to have been violated.
  4. The remedy or relief sought by the employee.
  5. The signature of the person submitting the grievance.
- D. Within ten (10) working days of the receipt of the written grievance, the supervisor shall respond and attempt to adjust the matter.

*Grievance at Step 2:*

Grievances unresolved at Step 1 shall be carried to Step 2 as follows:

- A. Within ten (10) working days after the immediate supervisor's response was due, the aggrieved employee or the Federation shall file with his/her department head a completed Step 1 written grievance, together with the supervisor's response if in writing or a statement of the supervisor's response. Upon receipt of the Step 2 grievance, the department head shall forward a copy of the grievance to the Federation if the aggrieved employee is not represented by a Representative.
- B. Within ten (10) working days following the receipt of the grievance, the department head, or his/her designee, will investigate the grievance and respond in writing to the aggrieved employee and the Federation. At any time following the department head's receipt of the grievance and before the cutoff date, the department head, the aggrieved employee and the Federation may meet for the purpose of clarifying the issues presented by the grievance. If agreed to and held, such a meeting shall not delay the Step 2 cutoff date unless all parties agree to extend the time limits in accordance with Section 3.
- C. If the aggrieved employee elects to represent himself/herself at any Step 2 meeting and the Federation desires to participate in the role of observer, the Federation shall be represented.
- D. If after the tenth (10th) day following the department head's receipt of the grievance the department head has not responded in writing, or if the aggrieved employee and/or the Federation is not satisfied with the department head's Step 2 response, the aggrieved employee may carry the grievance to Step 3. This tenth (10th) day shall be known as the Step 2 cutoff date.



*Grievance at Step 3:*

Grievances unresolved at Step 2 shall be carried to Step 3 as follows:

- A. Within ten (10) working days following the Step 2 cutoff date, the aggrieved employee shall file with the Board of Commissioners a written expression stating forth why the previous two County responses to the Step 1 grievance have failed to resolve it, along with the original grievance filed at Step 1.
- B. Upon the filing of the grievance at Step 3, the Board of Commissioners shall, in the following order and within ten (10) working days:
  1. Conduct whatever investigation is necessary to satisfy themselves of the facts surrounding the grievance.
  2. Reduce to writing the facts that he/she finds to be determined of the grievance and their conclusions as to the merits of the grievance.
  3. Forward copies of such findings and conclusions as to the aggrieved employee to the Federation.
- C. Within ten (10) days of the receipt of the Board of Commissioners' findings and conclusions, the Federation shall either:
  1. Inform the Board of Commissioners that the grievance has been resolved for all purposes under this contract.
  2. File with the Board of Commissioners written notice intent to proceed to Step 4. The filing of this notice of rejection shall constitute the Step 3 cutoff date.

*Grievance at Step 4:*

Grievances unresolved at Step 3 shall be carried to Step 4 as follows:

- A. Within ten (10) working days of the Step 3 cutoff date, the shall initiate binding arbitration with the State Employment Relations Board (ERB) by sending a demand for arbitration and a request for a list of seven (7) Oregon/Washington arbitrators to the ERB and mailing a copy to the County. The list of arbitrators requested shall be limited to those persons residing in the State of Oregon or Washington.
- B. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Federation. The parties shall select an arbitrator by alternatively striking names until one name is left. Order of striking to be determined by a coin toss.

The arbitrator shall be requested to render a decision within thirty (30) calendar days after the conclusion of the final hearing. The arbitrator shall have no power to alter, modify, add to or subtract from the terms of this Agreement. The decision of the arbitrator shall be binding upon both parties. The cost of the arbitrator shall be borne equally by both parties. Each party shall be responsible for the costs of presenting its own case to arbitration, including any outside witnesses and expert witness fees.

- C. Nothing in this article is intended to preclude or prohibit informal discussions of a potential grievance.

## **Section 5**

### **Federation Representative**

The Federation shall certify to the County employees authorized to act as Federation Representatives.

Representatives may receive but not solicit, and may discuss, complaints and grievances of employees on the premises and time of the County, but only to such extent as does not neglect, retard or interfere with the work and duties of the Representative or with the work or duties of employees. Representatives shall be granted reasonable time off during regularly scheduled working hours without loss of pay or other benefits to investigate grievances upon approval of their immediate supervisor. Representatives shall record the time they use investigating grievances on their monthly time sheets. If the permitted activities would interfere with either the Representative or the grievant's duties, the direct supervisor(s) shall, within the next working day, arrange a mutually satisfactory time for the requested activities. No more than one (1) shall be involved in the same grievance.

## **Section 6**

### **Negotiation Team**

Negotiations will be on County time and without loss of pay for two (2) employees selected by Federation to represent the Federation in negotiations. Negotiation sessions that are outside the employee's regular work schedule shall not be compensable. Should the Federation determine a particular item requires specific input, a third member may be added to the bargaining team for the purposes of that input.

## **Section 7**

### **Federation Meetings**

The County shall allow one Federation Officer, or their alternate, four (4) hours per quarter to attend a FOPPO Chapter President's meeting.

◆ **ARTICLE XIII** ◆

**GENERAL PROVISIONS**

**Section 1**

**No Discrimination**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Federation and the County shall work diligently in applying this provision of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

The Employer 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 Employer or any Employer representative, against any employee because of Federation membership or because of any employee activity in an official capacity on behalf of the Federation.

The Federation recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination or restraint.

**Section 2**

**Bulletin Boards**

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Federation. The Federation shall limit its posting of notices and bulletins to such bulletin boards to official Federation activities of a non-political nature. For the purpose of this section, the term political shall mean any subject matter, political party or person for which support or solicitation of votes is sought.

**Section 3**

**Personnel Rules**

The County Personnel Rules and Regulations (as they exist or may be revised) are not subject to negotiations except as provided below.

Any provisions of the Personnel Rules and Regulations that conflict with or are contrary to the express terms of this Agreement are null and void. County personnel rules and regulations provisions covering mandatory subjects of bargaining will be implemented only in accordance with PECBA. It is acknowledged that if FOPPO does not respond in writing within fourteen (14) days of receipt of written notice of a proposed

change, the County may assume that the Federation has no objection to the proposal and implementation as being contrary to its rights as set forth in the Agreement or PECBA.

## **Section 4**

### **Furnishing Labor Agreement**

The Employer agrees to furnish each employee in the bargaining unit with a copy of this Agreement thirty (30) days after it becomes effective. New employees shall be provided a copy of this Agreement at the time of hire.

## **Section 5**

### **Equipment and Safety**

The County shall provide safety equipment and protective devices to all Officers. Equipment shall include body armor fitted to each employee, and be replaced in accordance with the manufacturer's specifications, OC spray, tasers, a radio for each officer, a duty belt, microphones, ear pieces, office flashlights, and any other equipment that the County determines to be necessary. The County will also provide each officer with training required to safely operate these devices (e.g., trainer to use a taser).

## **Section 6**

### **Contract Work**

Employer shall have the right to contract or subcontract out any matters as required by Oregon Public Contracting Law.

Further, the Employer shall have the complete right to contract or subcontract out any work of any employees without the obligation or duty to bargain over the right to contract or subcontract such work.

It is expressly and clearly understood between the parties that the duty to bargain over the right to contract or subcontract out is expressly waived by the Federation.

The Employer agrees to notify the Federation prior to making any final decision regarding contracting that would displace current employees, and, upon request, to meet and confer with the Federation regarding the decision.

The parties agree there shall be no impact bargaining except for current employees displaced by contracting or subcontracting. The Employer shall not lay off any current employees with the intent to contract or subcontract out that position, without the duty to meet and confer with the Federation regarding that decision to contract or subcontract out and the duty to bargain over the impact of that decision.

## **Section 7**

### **Mandatory Medical Examinations**

The County shall pay for any physical or other medical examination required for DPSS Certification.

## **Section 8**

### **Use of County Property for Federation Business**

Employees may use County equipment, facilities, or any other County property for notice of and conducting scheduled Federation membership meetings.

## **Section 9**

### **Job Sharing**

An employee who desires to job share shall notify his/her department head. If the supervisor approves the request, a "job share" position will be opened consistent with County procedures. All benefits will be prorated according to the amount of time worked subject to the terms of Article XV, Health and Welfare.

## **Section 10**

### **Firearms**

Employees shall not be permitted to carry firearms as part of their job requirement.

## **Section 11**

### **Uniforms**

County shall furnish uniforms to staff in the form of three (3) polo shirts and two (2) field pants, one (1) field jacket on an as needed basis and designated by the Director. Uniforms shall not replace/substitute for Courtroom attire on those assigned days. At all times, it is the expectation of the County that staff shall maintain a professional appearance while representing Polk County.

◆ ARTICLE XIV ◆

**WORKERS' COMPENSATION**

**Section 1**

**Employees to be Insured**

All County employees will be insured under the provisions of the Oregon State Workers' Compensation Act for injuries received while at work for the County.

**Section 2**

**County's Supplemental Payments**

The County shall pay to the employee the difference between what the employee receives from Workers' Compensation insurance and his/her regular salary rate. The dollar value paid by Polk County shall be converted to the employee's hourly wage rate and charged on an hourly basis against the employee's accrued sick leave for the first sixty (60) days. If the employee has no accrued sick leave, then the charge shall be accrued against the employee's vacation leave. Upon the exhaustion of the employee's sick and vacation leaves, the County's supplemental payments shall cease. However, an employee may elect, in writing, to receive only workers' compensation payments. The County's obligation to make these payments shall begin on the 61<sup>st</sup> day and last through the 180<sup>th</sup> day, for sworn employees injured in the line of duty. (Line of Duty shall be defined as performing a task that is of benefit to the Community Corrections Office.)

- A. **Workday Compensation.** The day of injury shall be considered a workday, and the employee will receive his/her normal salary for that day.
- B. **Health Care Provider's Report.** If the absence due to injury is for a period of one hundred eighty one (181) days or more, the injured employee must present to the County a health care provider's statement setting forth the nature of injuries, current condition, and anticipated length of absence or date of return.





◆ **ARTICLE XV** ◆

**HEALTH INSURANCE**

**Section 1**

**Medical Insurance**

Beginning July 1, 2008 and continuing through the life of the contract, the County will contribute 90% of the monthly premium per employee toward the cost of a health and dental plan.

The County will maintain the current health insurance plans offered to the employee. If health insurance premiums increase more than 20% in any given year, modifications/reductions in the health plan may be instituted by the County, after reaching an agreement with the Federation.

Employees will pay the remaining 10%. Employees who provide proof of health insurance coverage through another source may opt out of health insurance coverage and in lieu of coverage shall receive \$250 a month.

The County shall offer all employees, at no cost to the employee, a long-term care plan. The plan shall be known as the Long Term Care Base Plan offered by UNUM Life Insurance Company of America.

Domestic partner health insurance will be offered to qualified same sex partners.

**Section 2**

**Life Insurance**

All full-time employees and their families shall be covered after thirty (30) days by a group life insurance plan. Employees shall be covered in the amount of \$10,000.00. The employee's spouse and dependents shall be each covered by a \$2,000.00 policy subject to the limitations of that policy. The County shall provide full funding of the cost of such life insurance for the term of this Agreement.

**Section 3**

**Employee Participation**

Employees desiring to participate in other optional insurance programs currently authorized by the County may do so at their expense (pursuant to Section 1 of this article) on payroll withholding. Employees on a non-paid leave status must make their own arrangements with the Payroll Department to continue insurance benefits at their own expense, subject to the contract terms and conditions between the County and the insurance carriers.

**Section 4**

**Conversion of Sick Leave Upon Retirement**

Upon retirement under the Public Employee's Retirement System, an employee's accumulated sick leave will be credited to the Public Employee's Retirement benefits as provided and in accordance with Oregon Revised Statute 237.153 relating to such conversion and as administered by the Public Employee's Retirement System.

## **Section 5**

### **Retirement**

The County agrees to continue to be a member of the Public Employee's Retirement System/OPSRP, to pay the individual account program contribution of six percent (6%) required of each employee as provided by Oregon Revised Statutes and Rules of the Public Employee Retirement Board. While the County's intent is to continue the 6% pick-up, should the laws change for either PERS or OPSRP, the County and Federation agree to place the 6% pick-up into a mutually agreed upon retirement account (Deferred Compensation). The County agrees that officers qualify for PERS Police and Fire Retirement under PERS/OPSRP.

## **Section 6**

### **Insurance for Part-time Employees**

Part-time trial service and regular employees working fifty percent (50%) or more of the equivalent full-time position shall be eligible to receive county-paid insurance on a pro rata basis if so elected by the employee. Benefits will be set and changed according to Article IV, Hours of Work, Section 13, Proration of Benefits for Part-time Employees.

◆ ARTICLE XVI ◆

**SAVINGS CLAUSE**

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

◆ ARTICLE XVII ◆

**PERSONNEL RECORDS**

**Section 1**

**Content of and Right to Inspect**

An employee or the Federation, with the employee's written permission, may, upon request, inspect the contents of his/her official County personnel file.

No grievance material, other than material relating to disciplinary actions, shall be kept in the personnel file after the grievance has been resolved. No material of an adverse nature may be used against an employee unless introduced into his/her official personnel file as described in this article.

**Section 2**

**Signature of Employee on Document**

No performance evaluation or disciplinary actions shall be placed in the employee's personnel file that do not bear the signature of the employee. The employee shall be requested to sign such material to be placed in his/her personnel file provided the following disclaimer is attached:

"Employee signature confirms only that the supervisor has discussed and given a copy of the material to the employee, and does not indicate agreement or disagreement."

Good faith, substantial compliance with this provision will be allowed.

**Section 3**

**Refusal to Sign by Employee**

If the employee is not available within a reasonable period of time or the employee refuses to sign the material, the Employer may place the material in the file, provided a statement has been signed by two (2) management representatives and a copy of the document was mailed to the employee at his/her address of record and a copy to the Federation.

**Section 4**

**Employee Written Rebuttal**

If the employee believes that any of the above material is incorrect or a misrepresentation of facts, he/she shall be entitled to prepare in writing his/her explanation or opinion regarding the prepared material. This shall be included as part of his/her personnel record until the material is removed. Employee must prepare his/her rebuttal on his/her own time and rebuttal must be submitted within 30 calendar days from the date the material was presented to the employee. The employee may use his/her regular work station/site through an arrangement approved by his/her supervisor.

## **Section 5**

### **Additions and Deletions to File**

An employee may include in his/her personnel file copies of any relevant material he/she wishes, such as letters of favorable comment, licenses, certificates, college course credit, or any other material which relates creditably on the employee and his/her employment. Material reflecting caution, consultation, warning, admonishment or reprimand may at the discretion of the employer, be removed from the employee's personnel file after one (1) year upon request of the employee. The provisions of this section shall not be subject to the Grievance Procedure.

## **Section 6**

### **Copies of File Contents**

An employee may, upon request, obtain copies of any of the contents of his/her personnel file, except for confidentially kept testing materials.

## **Section 7**

### **Official Personnel File**

There shall be only one (1) official personnel file. Other unofficial files may be kept by the department head.

## **Section 8**

### **Incorrect Critical Material**

Material reflecting critically or adversely on an employee proven to be materially incorrect shall be removed from the personnel file.

◆ **ARTICLE XVIII** ◆

**TRIAL SERVICE**

**Section 1**

**Trial Service Period**

Each employee appointed into the bargaining unit shall serve a trial service period immediately following appointment.

**Section 2**

**Length of Trial Service**

All newly hired employees shall serve consecutive twelve (12) full calendar months of actual service in the position. Trial service may be extended only in instances where a trial service employee has been on cumulative leave without pay for fifteen (15) days or more, and then only by the number of days the employee was on such leave.

**Section 3**

**Appointment to Regular Status**

When, in the judgment of the County, performance has been adequate to clearly demonstrate the competence and fitness of the trial service employee, then, at any time, the Employer may appoint the employee to regular status.

**Section 4**

**Removal of Trial Service Employee**

Trial service employees may be removed from service when, in the judgment of the department head, based on consultation with the immediate supervisor, it is determined that the employee does not demonstrate the competence and/or fitness for the position, or it is in the best interest of the County to terminate the employee. Such removals under this article are unconditional and not subject to appeal or the Grievance Procedure.

◆ ARTICLE XIX ◆

INCLEMENT WEATHER

Section 1

**Closing Operations After Reporting In**

When, in the judgment of the County, weather conditions require the closing or curtailing of operations after the employee reports to work, the employee shall be paid for the remainder of his/her shift.

Section 2

**Absence When Offices Open**

When individuals are late or unable to report to work, employees shall use either vacation or accrued compensatory time to make up those hours lost because of inclement weather. In the event that an employee has no vacation or accrued compensatory time, time lost shall be considered approved leave without pay.

◆ ARTICLE XX ◆

**EMPLOYEE TRAINING**

**Section 1**

**General Training Activities**

The County shall encourage and promote training opportunities for employees to the end that services they render to the County may be made more effective. The County shall assist appointing powers in meeting training needs of their agencies; and in cooperation with appointing powers, shall encourage the development of departmental training programs designed to meet personnel needs and to prepare employees for promotion to positions of greater responsibility.

**Section 2**

**Orientation for New Members**

A selected representative of the Federation will be allowed fifteen (15) minutes without loss of pay during the orientation process to discuss the Federation and sign new members.

**Section 3**

**Time of Training Periods**

Training programs may be conducted during or after regular working hours or both. Attendance by employees at training sessions conducted after regular working hours shall be in accordance with the Fair Labor Standards Act for non-exempt employees. Exempt employees shall be granted an equal amount of compensatory time off.

**Section 4**

**Defensive Tactics**

The County shall provide for annual defensive tactics, OC spray and taser training. The training provided shall be the same or similar as that provided to Deputy Sheriffs.



◆ ARTICLE XXI ◆

**NO STRIKE**

Whereas the Federation recognizes the detriment and disservice caused the citizens for which they serve by striking or being involved in job actions, the Federation agrees that during the life of this Agreement neither the Federation nor its members shall engage in, encourage, initiate, sponsor, support or direct a strike, secondary boycott, "blue flu," work slowdown, work stoppages, work speedup, or in any manner interfere with the smooth operation of any public agency for the purpose of inducing, influencing, or coercing a change in the conditions, compensations, rights, privileges, or obligations of employment.

In the event of violation of this section, the Federation shall immediately notify and instruct the employees orally and in writing that such action is in violation of this clause of this Agreement and that they are to return to normal service at once.

◆ ARTICLE XXII ◆

**ENTIRE AGREEMENT**

The County and the Federation for the life of this Agreement and voluntarily and unqualifiedly waive the right, and agree that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement.

◆ ARTICLE XXIII ◆

TERMINATION

This Agreement shall be effective July 1, 2014 and shall remain in full force and effect through June 30, 2017. This Agreement shall remain in effect during negotiations for a successor agreement.

Both parties agree to open Article X (Wages) in years two and three of this agreement. If either party wishes to renew or modify this Agreement notification of the scope of such renewal or modification must be submitted to the other party by January 1, 2015 and January 1, 2016. The scope of such proposed modifications by the party serving notification of intent to modify shall not preclude or limit the right of the other party to submit their proposals. Proposals by the non-moving party must be submitted to the moving party within thirty (30) calendar days of the moving party's notification or March 1, 2017, whichever is later. In the event that such notice is given, negotiations shall begin no later than the 15th day of March following such notification.

Dated this 8th day of March, 2014.

POLK COUNTY  
BOARD OF COMMISSIONERS

FOPPO

*Signature on File*

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Craig Pope, Chairman

*Signature on File*

*Signature on File*

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Mike Ainsworth, Commissioner

*Signature on File*

*Signature on File*

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Jennifer Wheeler, Commissioner

*Signature on File*