

**AGREEMENT**

**between**

**LANE COUNTY, OREGON**

**and**

**FEDERATION OF OREGON PAROLE AND PROBATION**

**OFFICERS, PAROLE & PROBATION UNIT**

**AGREEMENT**  
**2009-2012**

This Agreement is entered into by and between Lane County Board of Commissioners hereinafter referred to as the **COUNTY**, and the Federation of Oregon Parole and Probation Officers (FOPPO), hereinafter referred to as the **UNION**, and constitutes the sole and complete Agreement between the parties. All previous agreements between the parties, or any individual employee covered by this Agreement, are hereby suspended and superseded.

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## **DEFINITIONS**

For purposes of this Agreement, the following definitions shall apply:

**Agreement:** The term "Agreement" shall mean this Agreement or any letter of understanding between the **UNION** and the **COUNTY** adopted pursuant to this Agreement or entered into or made effective during the term of this Agreement.

**Bargaining Unit Employee:** The term "bargaining unit employee" shall mean any **COUNTY** employee who is a member of the bargaining unit as described in Article 1, RECOGNITION, Section A.

**Days:** The term "days" shall mean calendar days. The time in which an act provided for in this Agreement is to be done is computed by excluding the first day, and including the last, unless the last day is a holiday on which the **COUNTY** is not regularly open for business, and then it is also excluded.

**Designated UNION Representative:** The term "designated **UNION** representative" shall mean any **UNION** officer (President, Vice-President, Secretary or Treasurer, appointed Steward) or any other person who has been designated in writing by a **UNION** officer as an official **UNION** representative.

**Eligible and Qualified:** The term "eligible and qualified" shall mean that any specific requirements of this Agreement, any legal requirements and any other requirements which are binding on the **COUNTY**, and which are applicable, must be satisfied before a bargaining unit employee shall receive a benefit of this Agreement.

**Employee:** The term "employee" shall mean bargaining unit employee.

**Exigent Circumstances:** The term shall mean unanticipated and unforeseen conditions that require the immediate response by an employee.

**Extra Help:** The term "extra help" shall mean employees who are appointed to **COUNTY** service on a temporary and/or intermittent basis to cover emergency workloads of limited duration, necessary vacation relief or other situations involving fluctuating workloads, not to exceed 520 hours in a fiscal year.

**Good Faith:** The term "good faith" shall mean a fair and honest attempt to meet the legitimate needs of all parties concerned in dealing with problems. Good faith does not require a concession being made, but does require legitimate reasons for the decision and a willingness to consider alternatives.

**Just Cause:** The term "just cause" shall mean any act of misconduct on the part of an employee, which will reasonably justify the imposition of discipline and further justifies the penalty imposed.

**Labor Relations Program Supervisor:** The term "Labor Relations Program Supervisor" shall mean the individual in the position with that name or in a subsequent independent position who serves as the **COUNTY's** chief labor negotiator. In the event that the **COUNTY** eliminates the independent position of a chief labor negotiator, this term shall refer to the person designated by the **COUNTY's** Administrator to perform this function.

**Law Enforcement Unit:** As defined in State statute.

**Non-Probationary Employee:** The term "non-probationary employee" shall mean a bargaining unit employee who is serving in a permanent position and who has been awarded permanent status following successful completion of a probationary period.

**Paid Time:** The term "paid time" shall mean all time for which an employee receives compensation, including work time and paid leave time.

**Parole and Probation Officer:** As defined in State statute.

**Part-time Employee:** the term "part-time employee" shall mean an employee whose normal work week is less than eighty (80) hours in a pay period.

**Permanent Position:** The term "permanent position" shall mean positions which have been approved by the **COUNTY** Board of Commissioners; which are included in the adopted **COUNTY** budget; which are budgeted in excess of six (6) months duration and which work at least twenty (20) hours per week.

**Permanent Employee:** The term "permanent employee" shall mean an employee who has been hired and is working in a permanent position as a parole/probation officer, who is or will be certified per DPSST standards.

**Position:** The term "position" shall mean a group of duties and responsibilities assigned to a single employee; and conforming to protected duties described in State statutes.

**Probationary Employee:** The term "probationary employee" shall mean a bargaining unit employee who is serving in a permanent position and who is serving a probationary period.

**Probationary Period:** The term "probationary period" shall mean continuous service of twelve months from date of hire.

**Promotion:** The term "promotion" shall mean a change from one classification to another classification, which has a maximum salary more than five percent (5%) higher than that of the previous classification.

**Qualified:** The term "qualified" shall mean satisfaction of the minimum qualifications for the classification for which promotional candidates are being sought including criminal background check, psychiatric evaluation, DPSST training requirements and management review.

**Recall:** The term "recall" shall mean recall of an employee on layoff to a permanent position in the bargaining unit.

**Retire or Retirement:** The term "retire or retirement" shall refer to an employee of Lane **COUNTY** who retires for service or disability, and who upon leaving active employment begins receiving retirement benefits under the Public Employee's Retirement System applicable to employees of Lane **COUNTY**.

**Temporary Employee:** The term "temporary employee" shall mean any bargaining unit employee who is appointed to **COUNTY** service on a temporary and/or intermittent basis, of not less than 520 hours or more than 1040 hours in a fiscal year.

**Work Time:** The term "work time" shall mean the time the employee actually spends on compensated work activities.

**Vacancy:** The term "vacancy" shall mean a position within the bargaining unit, which is to be filled on a permanent basis through promotion or outside recruitment.

## **PREAMBLE**

### **Section 1 – Purpose**

The purpose of this Agreement is to promote mutual agreement and understanding between the parties and to set forth those matters pertaining to rates of pay, hours of work, fringe benefits and other employment relations matters pertaining to employment consistent with the **COUNTY's** objective of providing maximized efficiency and services to the public of Lane County.

### **Section 2 – Applicability**

- (A) This Agreement is applicable inclusively to bargaining unit employees in the unit represented by the Lane County chapter of FOPPO.
- (B) It is agreed and understood that this Agreement shall be limited and applicable only to bargaining unit employees, and only in connection with the performance of work within classifications covered by this Agreement.

### **Section 3 – Gender**

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

### **Section 4 – Bilateral Respect**

The parties understand that owing to their respective roles, philosophies and responsibilities, they may from time to time, be engaged in disputes. Nevertheless, the parties hereby mutually acknowledge the desirability of maintaining a working relationship that is reflective of bilateral respect. The parties shall endeavor to:

- (A) Transact business with each other in a business-like manner even in instances where the scope of a dispute appears significant or the circumstances are difficult.
- (B) Take appropriate measures that foster an environment of mutual trust.
- (C) Conspicuously encourage managers and supervisors as well as bargaining unit members to maintain a working relationship that reflects bilateral respect.

## ARTICLE 1

### RECOGNITION

#### Section 1 – Recognition

- (A) For the purposes of collective bargaining with respect to wages, hours, benefits and other employment relations matters, the **COUNTY** recognizes the **Federation of Oregon Parole and Probation Officers (FOPPO), Lane County Chapter (hereinafter the “union”) UNION** as the sole and exclusive representative of all temporary, probationary and non-probationary employees in budgeted positions of Parole and Probation Officers as defined in State law, exclusive of those employed in a confidential or supervisory capacity, extra help employees (subject to Section 1 (B) below). Nothing in this Agreement shall be construed to interfere with the rights of employees under the Public Employee Collective Bargaining Act.
- (B) No extra help position shall exceed 520 hours in a fiscal year and no employee who is performing bargaining unit work in such extra help position shall work more than 520 hours in a fiscal year. Any employee in an extra help position who works in excess of 520 hours in a fiscal year shall be considered as a temporary employee retroactive to the original date of hire. Before hiring non-certified extra-help, the situation will be discussed at the JLMRC.

#### Section 2 – Division of Labor

Work historically performed by bargaining unit members shall not normally be performed by non-bargaining unit employees. This is not to be construed to change existing practices where, for example, a supervisor may perform limited bargaining unit duties as part of their regular work assignment.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

#### **Section 1 – Retention of Rights**

- (A) The **COUNTY** retains all rights respecting decisions and actions affecting the operation and management of its business where not specifically in conflict with this Agreement.
- (B) It is agreed that the management of the **COUNTY** and the direction of the working forces, including but not limited to the right to hire, promote, transfer, assign, suspend, demote, to discharge or otherwise discipline employees; to increase or to decrease the working force; to determine the methods, means, personnel and schedules by which the efficiency of government operations entrusted to the **COUNTY** are to be maintained; to establish, revise and implement safety and health standards; to contract or subcontract work; to discontinue all or any part of its operations; to transfer work from the bargaining unit; to determine the need for additional educational courses, training programs, on-the-job training, and cross-training, and to assign employees to such duties for periods to be determined by the **COUNTY**; to establish new jobs, or eliminate or modify existing job classifications; to adopt and enforce rules, regulations, policies and procedures governing the conduct of its work forces; and to take whatever other action is deemed appropriate by the **COUNTY**, is vested exclusively in the **COUNTY** except when specifically in conflict with this Agreement.

#### **Section 2 – Uniform Application**

Any rule, regulation, policy or procedure issued under the Management Rights clause shall be uniformly and equitably applied and enforced to all affected employees who are similarly situated.

#### **Section 3 – Exercise of Rights**

The **COUNTY** shall not exercise its rights set forth above for the purpose of avoiding the terms of this Agreement, or to establish an illegal discriminatory practice against any employee.

#### **Section 4-Contracting Out**

It is the general policy of the **COUNTY** to utilize its employees to perform work they are qualified to perform. However, the **COUNTY** reserves the right to contract out any work that in its sole discretion it deems necessary, provided that:

- (A) It is permissible to contract out the work under State law.
- (B) Prior to making its final determination, the **COUNTY** agrees to notify the **UNION** in writing, and upon timely written request of the **UNION** (within 14 days), follow the provisions of Article 17, Section 1, prior to implementing any decision to contract out unit work.

## **ARTICLE 3**

### **DUES DEDUCTION/FAIR SHARE**

#### **Section 1 – Fair Share**

- (A) It shall be a condition of employment that all employees covered by this Agreement shall, on the dues deduction pay period following thirty (30) days of continuous employment, either become members of the **UNION**, or shall pay the full lawful amount specified by the **UNION** in lieu of **UNION** dues to the **UNION** except as expressly modified in Paragraph (B) below.
- (B) In order to safeguard the rights of non-association of bargaining unit employees based on a bona fide religious tenet or teaching of a church or religious body of which an employee is a member, the employee may exercise the choice of joining the **UNION**, or making an in-lieu-of dues payment to the **UNION** or paying an amount of money equivalent to regular **UNION** dues to a nonreligious, bona fide charity. In the event such employee elects to make payment to a nonreligious, bona fide charity, such employee may be requested by the **UNION** to substantiate such payment and reasons therefore.
- (C) Should a **COUNTY** employee elect the religious exemption and should such employee request representation regarding a grievance, said employee shall reimburse the **UNION** for all costs of representation and arbitration, if approved by the **UNION**, upon demand, including any cost of the collection of the costs.

#### **Section 2 – Deduction of Dues and Fees**

- (A) The **UNION** shall notify the **COUNTY** of the current rate of dues and fair share in lieu of fees in a timely manner, which will enable the **COUNTY** to make necessary payroll deductions as specified below.
- (B) Pursuant to Section 1, the **COUNTY** shall deduct from the paycheck for the second pay period of each month of all employees in the bargaining unit the specified amount for the payment of **UNION** membership or payment in lieu of dues, to the **UNION**. At the option of the **UNION**, instead of monthly dues deduction, the **COUNTY** shall deduct from each paycheck the specified amount for the payment of **UNION** membership or payment in lieu of dues, to the **UNION**.

#### **Section 3 – Dues Transmittal/Hold Harmless**

- (A) The **COUNTY** agrees to remit the aggregate deductions, together with an itemized statement to the **UNION**, by the first day of the succeeding month after such deductions are made.
- (B) The **UNION** agrees to release the **COUNTY** and save the **COUNTY** harmless from any liability whatsoever for performing its obligations as specified in this Article. Reasonable costs incurred in the defense of the **COUNTY** in any legal action against the **COUNTY** for implementing the provisions of this Article shall be born by the **UNION**. The **COUNTY** agrees to cooperate fully in the defense of any claim. Nothing in this section shall be construed as to limit the **COUNTY'S** obligation to deduct and transmit dues and fees to the **UNION**.

## ARTICLE 4

### UNION RIGHTS

#### Section 1 – UNION Activity

- (A) The **UNION** or its representatives shall have the right to conduct official **UNION** business on **COUNTY** property at such times and in a manner which does not interrupt **COUNTY** operations or efficiency. The **UNION** as soon as practical will notify the supervisor of the work unit that the employee is conducting the **UNION** business. Nothing herein is to be construed as a right of an employee to leave their station without supervisory approval. The **UNION** shall conduct all business on other than **COUNTY** time except as expressly authorized elsewhere in this Agreement.
- (B) The **COUNTY** agrees to furnish one locking bulletin board for **UNION** use. The **UNION** shall limit the use of such bulletin board to the posting of notices of general interest and **UNION** meetings, and shall maintain the bulletin board in good order and shall not post any improper material.
- (C) The **UNION** shall have access to **COUNTY** duplication equipment, upon appropriate prior approval, at such times as it is available, at the applicable **COUNTY** rate. It is understood that **COUNTY** use shall take priority over **UNION** use of such equipment. Use shall be by **UNION** members on their own time.
- (D) Employee members of the **UNION** bargaining team shall not suffer loss in pay while participating in bona fide negotiation sessions between the **UNION** and the **COUNTY**, provided, however, that the number of such employees shall be limited to three (3) at any one time.
- (E) The **COUNTY** agrees that accredited representatives of the **UNION** shall have reasonable access to the premises of the **COUNTY** for the purpose of ascertaining whether this Agreement is being observed. **UNION** representatives shall first report their presence and intentions to the Division Manager, or designated representatives, and shall conduct their activities in a manner, which avoids loss of time or disruption of operations. Prior to taking any formal employment action against a Union Steward or representative the **COUNTY** will notify the **UNION** of the **COUNTY'S** belief that Union time is interfering with work performance. The parties will work together to address the issue in order to avoid a formal employment action.
- (F) The **COUNTY** agrees to furnish the **UNION**, in response to reasonable written requests from time to time, information pertaining to employees covered by this Agreement, which is readily and reasonably available to **COUNTY** Administration in the regular course of business and not exempt from public disclosure.
- (1) When the **UNION** submits to the **COUNTY** or any agent thereof a request for information, the **COUNTY** shall quickly estimate the staff time required to obtain the requested information and the number of copied pages that could be produced as a result of the request.
  - (2) If it is estimated that the information request will require a total of less than one hour of staff time to research, retrieve and/or compile the information as well as require one hundred (100) or less copied pages, the **UNION** will not be charged for the information request.
  - (3) If it is estimated that request will require one hour or more of staff time to research, retrieve and/or compile or require more than one hundred (100) copied pages, any response to said information request will be suspended until such time as representatives of the **COUNTY** and the **UNION** can meet to discuss the matter. The purpose of any such discussion will be to provide the **UNION** an opportunity to clarify or modify its request as well as for the parties to agree to charges that are reflective of operative **COUNTY** regulations or standard procedures.

- (4) Likewise similar procedures would be applied to the **COUNTY** for any information request submitted to the **UNION**, but in no event shall the **UNION** assess rates that exceed the **COUNTY**'s.

By January 10 of each year the **COUNTY** shall furnish the current addresses of all bargaining unit members to the **UNION** except for those employees who request that their addresses not be disclosed. Costs shall be the responsibility of the **UNION** at the rate of established fees for public record requests.

- (G) **COUNTY** employees have the right to join and participate in the activities of the **UNION** for the purposes of representation and collective bargaining with the **COUNTY** on matters concerning employment relations as long as a loss of time or disruption of **COUNTY** business is not incurred.

## **Section 2 – COUNTY-UNION Ad-Hoc Meetings**

From time to time issues of mutual concern will arise which may need discussion between the **COUNTY** and the **UNION**. Such discussion, when practicable, shall be held during regular working hours on **COUNTY** premises and without loss of pay to participating employees, provided that such employees shall not exceed two (2) unless otherwise agreed to by the **COUNTY**. Notice of the prospective topics of discussion shall be furnished with the request for a meeting, for the purpose of determining whether a meeting is necessary.

## **Section 3 – Information**

The **COUNTY** agrees to furnish to the **UNION**, at no cost, an electronic copy of all regulations, and copies of the Lane Code, Administrative Procedures Manual, Lane Manual and classification specifications, Sheriff's Office General Orders including amendments and any other changes. Additions and amendments to the Lane Code, Lane Manual, Administrative Procedures Manual and classification specifications shall not become effective until the **UNION** has been sent a copy.

## **Section 4 – Protection of Rights**

- (A) The parties shall not interfere with, restrain or coerce employees in or because of the exercise of rights guaranteed under the Public Employee Collective Bargaining Act or this Agreement including but not limited to:
  - (1) The **COUNTY** shall not dominate, interfere with or assist in the formation, existence or administration of the **UNION** or any successor employee organization.
  - (2) The Parties shall not discriminate in regard to hiring, tenure or any terms and conditions of employment for the purpose of encouraging or discouraging membership in the **UNION**.
- (B) The parties agree that any acts described within this section constitute Unfair Labor Practices under ORS 243.672 and are subject to appeal and review by the Employment Relations Board pursuant to Oregon Administrative Rules, Chapter 115, Division 35. Therefore, such acts shall not be subject to the Arbitration Provisions (STEP 4) of the Grievance Procedure of this Agreement and further, if an Unfair Labor Practice Complaint is filed, any grievance over the issue becomes null and void and the issue shall become subject exclusively to the applicable Oregon Revised Statutes and Oregon Administrative Procedures.

## **Section 5 – Officers and Stewards**

The **UNION** shall provide a current list of its officers and stewards to the Labor Relations Program Supervisor, or designated representative. The **UNION** shall notify the Labor Relations Manager, or designated representative, of changes to this listing in a timely fashion.

## **ARTICLE 5**

### **DISCIPLINE AND DISCHARGE**

#### **Section 1 – Causes for Discipline**

- (A) An employee who has completed the probationary period as defined in Article 8 of this Agreement shall not be disciplined or discharged without just cause. In determining if just cause exists, the following four tests must be met:
- (1) Was the employee forewarned of possible consequences of his/her conduct?
  - (2) Did the employee breach a rule or commit an offense as charged?
  - (3) Did the employee's act or misconduct warrant corrective action or punishment?
  - (4) Is the penalty just and appropriate to the act or offense as corrective punishment?
- (B) Disciplinary action shall be accomplished in a manner, which affords the employee the most protection possible from embarrassment before other employees or the public.
- (C) Discipline shall consist of one of the following:
1. Oral warning
  2. Written Reprimand
  3. Suspension
  4. Termination
- (D) Disciplinary action shall only be imposed upon an employee in relation to activities related to the employee's ability to perform his/her duties. Disciplinary action may be taken for activities that take place outside of **COUNTY** premises on off-duty time only when the employee's ability and effectiveness to perform his/her job is impaired. Discipline may be imposed for violations of the Parole and Probation Officers' Code of Ethics.
- (E) An employee will not be disciplined for reasons related to caseload management if the employee's workload is over 123 OCMS hours unless the **COUNTY** has presented to the **UNION** and the employee a plan that identifies what tasks have been prioritized.
- (F) Notice of disciplinary action shall normally be provided to the employee within fourteen (14) calendar days from the date the **COUNTY** had or should reasonably have had knowledge of the occurrence for which action is being taken. If, at the Department's discretion, an investigation is necessary, it shall be initiated within fourteen (14) calendar days from the date the **COUNTY** had or should reasonably have had knowledge of the occurrence and notice of charges and intended disciplinary action shall be provided to the employee within seven (7) calendar days from the date the **COUNTY** determines the investigation is complete. Calendar days shall not include any paid leave days. When the Department notifies the individual that a formal investigation is being conducted which may result in discipline, the Department will also notify the **UNION**, and advise the **UNION** of anticipated length of the investigation. This notification requirement shall not apply to informal investigations, or investigations conducted by the Sheriff, District Attorney, or any outside agency.
- (G) Formal investigations will be conducted in accordance with the Sheriff's Office General Orders.
- (H) Employees shall be provided a minimum of 24 hours notice prior to investigative interviews.

## **Section 2 – Pre-disciplinary Hearing**

When the **COUNTY** intends to take disciplinary action involving discharge or suspension, the **COUNTY** shall notify the non-probationary employee and the **UNION** in writing of the charges against the employee and the proposed disciplinary action, and shall provide the employee with the opportunity to respond to the charges at a hearing with the supervisor or person having authority to impose the proposed disciplinary action. In the event this proceeding is recorded, the **COUNTY** will provide a copy of the tapes and/or transcript to the **UNION**.

- (A) The non-probationary employee whose discipline involving discharge or suspension is being considered shall be granted fourteen (14) calendar days (or more by mutual agreement) to prepare for the disciplinary hearing.
- (B) The employee shall be entitled to have **UNION** representation, not to exceed one (1) county employee, unless otherwise agreed to, at the pre-disciplinary hearing.

## **Section 3 – Effective Date of Discipline**

Once an employee has received official notification of any disciplinary action, such action shall be final, subject to the grievance procedure.

## **Section 4 – Extension of Time**

Extensions to the time limits shall be permitted under the following circumstances:

- (A) The time limits set forth in this Article may be extended by mutual agreement.
- (B) If the employee, the supervisor or any other directly involved individual is unavailable to properly investigate the incident due to illness or vacation, the time limits specified herein shall be extended by the number of days the individual(s) specified are unavailable.
- (C) If the incident(s) giving rise to the potential disciplinary action involve alleged criminal activity, the time limits specified in this Article shall commence at the close of any related criminal investigation and/or legal action.

**ARTICLE 6**  
**GRIEVANCE PROCEDURE**

**Section 1 – Purpose**

- (A) The purpose of this procedure is to secure, at the lowest possible level, mutually acceptable solutions to grievances, which may arise from time to time affecting bargaining unit employees.
- (B) Should a disagreement arise concerning the interpretation or application of the provisions of this Agreement, or as to the performance of the obligations herein, such disagreement shall be settled according to the terms hereinafter provided. An employee, at their discretion, may elect to be represented by the **UNION** at any step in the procedure.
- (C) "Date of occurrence" herein shall mean the date the aggrieved party had or should reasonably have had knowledge of the occurrence.
- (D) Notwithstanding the provisions of Step 1 below, it is understood that the aggrieved party is obligated to attempt to resolve the matter informally; however, for the purpose of preserving time limits, the aggrieved party may formally submit the particulars of the grievance to the applicable manager/supervisor pending conclusion of the informal attempt. Applicable manager/supervisor shall mean the first step with the authority to respond with a proposed resolution on behalf of the **COUNTY**.

**Section 2 – Grievance Steps**

(A) **STEP 1**

- (1) The aggrieved party and/or designated representative shall first attempt to informally resolve the issue with the applicable manager/supervisor. In the event such attempt is unsuccessful, the aggrieved party shall refer the grievance in writing to the Parole & Probation Manager, within fourteen (14) calendar days of the incident giving rise to the grievance. The notice shall include:
  - (a) The employee's name, department, work section, supervisor, manager and **UNION** representative.
  - (b) A statement of the grievance and relevant facts;
  - (c) Applicable provisions of the contract; and
  - (d) Remedy sought.
- (2) The Parole & Probation Manager shall attempt to resolve the grievance and shall furnish a written statement of their position within seven (7) calendar days.

(B) **STEP 2**

- (1) If, after proceeding through Step 1 above, the grievance is still unresolved, the aggrieved party and/or designated representative may refer it to the Office of the Sheriff, no later than seven (7) calendar days from the date of the Step 1 response or date when said response is due.
- (2) The Office of the Sheriff, and the County's Labor Manager shall meet with the grievant and the designated representative no later than fifteen (15) days from receipt of the Step 2 appeal. In addition, they may investigate and/or review as needed.
- (3) The Office of the Sheriff shall provide the County's written response within fifteen (15) days from the date of the Step 2 meeting.
- (4) Should the **COUNTY** be the aggrieved party, the matter shall be introduced at this step.
- (5) Any grievance which involves discharge, or is of a class action nature, may be introduced at this step

(C) **STEP 3**

If the Step 2 response from the **COUNTY** is not acceptable, the **UNION** may submit the matter for arbitration and request a list of arbitrators from the Oregon State Employee Relations Board within thirty (30) days of the County's Step 2 response.

**Section 3 – Arbitration**

- (A) In the event the respective representatives of the **COUNTY** and the **UNION** cannot agree to the selection of an arbitrator within eight (8) calendar days, final selection shall be accomplished with one party, to be determined by lot, first striking off one of the five (5) names submitted by the State Mediation and Conciliation Service and thereafter the parties alternately striking names until one name remains.
- (B) The arbitrator shall have no authority to alter, modify, amend, vacate or change any terms or conditions of this Agreement, to substitute their judgment for that of either party in any instance where the parties have exercised their rights under the terms of this Agreement, nor shall the arbitrator decide on any condition which is not specifically treated in this Agreement.
- (C) The Award of the Arbitrator may or may not include back pay, provided however, that any back pay award shall not be in excess of the amount of wages and benefits actually lost during the period from sixty (60) days prior to the filing of the grievance and the date of implementation of the arbitrator's award, less any compensation that the employee actually received, including unemployment compensation.
- (D) The decision of the arbitrator shall be submitted within thirty (30) calendar days following the presentation of the case, and such decision shall be final and binding on both parties.
- (E) The **COUNTY** and the **UNION** agree that the loser of the arbitration shall pay the full expenses and Arbitration fees of the arbitrator only; the **COUNTY** and the **UNION** shall assume individual liability for the cost of their respective witnesses.
- (F) The arbitrator shall identify the losing party in the arbitration hearing and so state in the written decision to both parties.

#### **Section 4 – General**

- (A) All meetings and hearings under this procedure shall be kept informal and private, and shall include only such parties in interest and/or designated representatives as referred to in this Article.
- (B) All information relative to the grievance and resolutions accomplished via the procedure shall be considered exempt from public disclosure to the extent allowed by law.
- (C) The **UNION** shall designate authorized representatives to investigate and process grievances on behalf of the **UNION** and shall notify the **COUNTY** of any changes in such authorization. The representative shall notify the manager/supervisor that he/she is on the premises or talking with other employees on county time for purposes of the investigation.
- (D) All grievance proceedings and reasonable investigation time, where practicable, shall be held during the regular hours when the Courthouse is open, on **COUNTY** premises and without loss of pay or recrimination to the aggrieved party and/or a designated representative. It is understood that the **COUNTY** shall not incur overtime liability as a result of such proceedings or investigation.
- (E) A grievance may be terminated at any time upon receipt of a signed statement from the employee, or duly designated representative, stating the matter is no longer at issue. A grievance settlement without **UNION** concurrence shall not prejudice any position taken by the **UNION** during the grievance proceedings.

#### **Section 5 – Time Limits**

- (A) Any time limit in this procedure may be extended for reasonable cause by mutual agreement and be binding on both parties. Such agreement, when practicable, shall be reduced to writing and signed by both parties. Failure by the aggrieved party and/or designated representative to properly observe time limits as stated without such agreement shall cause the grievance to become null and void.
- (B) Should the appropriate management personnel fail to respond to the grievance at any level within the time limits prescribed, exclusive of the provisions of Paragraph (A) above, the grievant may immediately appeal to the next higher step in the procedure.

## **ARTICLE 7**

### **GENERAL PROVISIONS**

#### **Section 1 – Employee Information**

- (A) The **COUNTY** agrees to furnish each new employee of the bargaining unit pertinent information regarding benefits.
- (B) The **COUNTY** agrees to make readily accessible to employees copies of Departmental Manuals.
- (C) The **UNION** agrees to provide an initial supply of ten (10) copies of this Agreement to the **COUNTY** and the **COUNTY** agrees to distribute copies to new employees. If additional copies of this Agreement are required during the term of this Agreement, the **COUNTY** shall request such additional copies from the **UNION**.

#### **Section 2 – Personnel File**

- (A) The **COUNTY** shall maintain records relative to each employee's performance, promotion, discipline, substantiated complaints and other matters relative to the employment status of an employee, such records collectively to be referred to as the Personnel File. There shall only be one (1) official Personnel File and that file shall be maintained in the Human Resources Department.

All documentation must be dated before inclusion in the official Personnel File. The official Personnel File shall be available to the employee and their designated representative for review and copying. The employee will be furnished with a copy of documents in the Personnel File and will be charged the current established rate for copies in excess of ten (10) pages.

- (B) No document may be placed in an employee's personnel file without the employee's knowledge. No grievance may be filed concerning placement of non-disciplinary documentation in the personnel file. However, employees shall have the right to include a written rebuttal to any documentation provided such rebuttal is submitted through their Department Director within thirty (30) days of the date the employee had knowledge of inclusion of the document in the file.
- (C) At the written request of an employee to review a specific disciplinary record, after three years, the Department Director will review the record and may delete the record if he/she judges it to be no longer relevant for determining level of discipline and/or performance. If the County and the Union agree that any material reflecting critically or adversely on an employee is proven to be materially incorrect, it shall be removed from the personnel file. Grievances shall not be placed in personnel files.

#### **Section 3 – Expense Reimbursement**

Travel expenses incurred by employees as a result of job requirements shall be reimbursed per the APM Chapter 2, Section 7, as in effect on July 1, 2007 and attached herein as Attachment A.

#### **Section 4 – Work Rules**

The **COUNTY** shall furnish the **UNION** an electronic copy of all applicable work rules and regulations in a timely manner. The **COUNTY** will make copies available to all employees. Work rules or regulations shall not become effective until the **UNION** is sent a copy and they are made available to the affected employees.

#### **Section 5 – Employee Assistance Program**

The **COUNTY** shall continue to provide the voluntary, confidential counseling services of an Employee Assistance Program to employees covered by this Agreement. All information gathered through the voluntary use of the Employee Assistance Program shall be held strictly confidential unless the Employee

Assistance Program has obtained a signed release from the employee.

**Section 6 – Parking**

- (A) The County may raise parking fees to match fees in the market area, however only one change may be made during the period July 1, 2009 to June 30, 2012. Any pre-tax deduction increase to employees will not exceed \$5.00 per month.
- (B) The "Market Area" used by the **COUNTY** to establish parking fees will be defined as all parking lots, except the most expensive lot and least expensive lot, between High and Charnelton Streets on the East and West, 4th and 11th Streets on the North and South of the Lane County Public Service Building and the Courthouse.
- (C) **UNION** may reopen this specific contract provision if the **COUNTY** relocates the Parole & Probation offices and the move impacts employee parking availability or cost.

**Section 7 - Collateral Employment**

Employees may engage in compensated collateral employment that does not constitute a conflict of interest under **COUNTY** policies. See General Orders number 6.37 Collateral Employment.

## **ARTICLE 8**

### **SELECTION/PROMOTION**

#### **Section 1 – Flex Staff Series**

Parole and Probation Officers 1 & 2 are flex staff classifications. After an employee has been employed at the entry level in a flexibly staffed classification for a period of one (1) year, he/she may be advanced to the journey level subject to the following:

- (A) The employee is remaining in the same position.
- (B) The employee meets the minimum qualifications for the journey level.
- (C) The employee is performing, at an acceptable level, as determined by the **COUNTY**, the duties of the journey level.
- (D) An employee who has been at the entry level for eighteen (18) months or more may request to be moved to the journey level. Such request shall be approved or denied by the Department Director within fourteen (14) days. The Department Director's decision shall be based upon Paragraphs A, B and C, above.
- (E) Denial of a request to move to the journey level may be appealed by filing a written appeal with the County Human Resource Office within fourteen (14) days of receiving the denial from the Department Director.
- (F) The County Administrator or his/her designee shall have ultimate and final authority to approve or disapprove any request for movement from the entry level to the journey level.
- (G) Upon moving from the entry level to the journey level, an employee shall be placed on a step in the journey level salary range with a minimum of a five percent (5%) salary increase.

#### **Section 2 – Probationary Period**

- (A) The probationary period is an integral part of the employee selection process and provides the **COUNTY** and the probationer an equal opportunity to observe each other to determine the desirability of a continued working relationship. As part of the selection process it likewise provides each with an equal opportunity to discontinue that working relationship at any time during the established probationary period.
- (B) The **COUNTY** reserves the right, as part and parcel of the selection process, to reject any probationary employee during the initial probationary period without recourse, if in the **COUNTY's** opinion such rejection is in the best interest of the **COUNTY**. In the event of the rejection of a probationary employee, the **COUNTY** shall notify such employee two (2) weeks prior to the effective date of such rejection, or at the option of the **COUNTY**, shall provide two (2) weeks' pay in lieu of such notice.
- (C) New bargaining unit employees shall serve an initial probationary period of twelve (12) continuous months worked. Employees failing to receive a successful evaluation rating on their probationary review may have their probationary period extended for a period not to exceed ninety (90) days with the consent of the **UNION**. During such extension, the employee shall be entitled to all benefits under this Agreement except that they may not grieve termination.

## **ARTICLE 9**

### **HOURS OF WORK AND OVERTIME**

#### **Section 1 – Workday/Workweek/Work Cycle**

The workday is defined as twenty-four (24) hours commencing at 2200 hours. The workweek is defined as seven (7) consecutive workdays in the calendar week commencing at 2200 hours on Friday and ending at 2159 hours on the following Friday. The 7(k) work cycle is 14 days.

#### **Section 2 – Employee Work Schedule**

It is recognized by both parties that employees work irregular hours in the performance of their duties. Employees and supervisors are expected to work together to provide the necessary services. The supervisor must approve work schedules. An employee will normally work eight (8) hours in a workday and five (5) days in a workweek and shall normally receive two (2) consecutive days off, but not necessarily in the same workweek.

- (A) Employees and supervisors will discuss the employees individual work schedule based on agency need and employee preference. It is understood that some evening work will be a part of the employee's regular schedule in most cases. The final schedule must be approved by the supervisor. If the schedule is something other than five (5) eight (8) hour says, the schedule must also be approved by the Department Director.
- (B) It is agreed that the **COUNTY** may make changes from time to time in individual or operational work schedules provided that except in the case of emergency or when the change is initiated by an employee, the **COUNTY** shall notify the affected employee at least ten (10) calendar days prior to implementation of such changes.
- (C) Temporary work schedule changes for the purpose of meeting statutory requirements shall not be subject to the provisions of this Section. Emergency is defined as any unforeseeable circumstance or situation requiring the presence of personnel to conduct **COUNTY** business as deemed necessary by the **COUNTY**.
- (D) Employees shall follow their approved work schedule, except as noted in Section 2 (E) below. If unexpected or unforeseen circumstances result in an employee working more than the scheduled number of hours in a day or a week, the employee may flex their work schedule within the eighty (80) hour bi-weekly pay period (work cycle). Flexing of work schedules shall routinely receive prior supervisory approval; except in exigent circumstances when approval is not possible. The employee responding to such exigent circumstances shall report to her/his supervisor at the earliest reasonable opportunity.

If circumstances do not permit the flexing of time within the eight (80) hour pay period, and with prior supervisory approval, the employee shall be paid or may, with mutual agreement, accrue compensatory time at the rate of 1.5 (1&1/2) hours for each hour worked over the scheduled forty (40) hour work week.

- (E) From time to time, the employee may request a temporary change in schedule for a work week or work cycle, in order to accommodate caseload supervision needs. For example, in order to conduct home visits in the evening or on a week-end, the employee may request, in advance, a temporary schedule change from his/her supervisor. The supervisor will review this request against overall agency needs, and approve or deny it. This temporary change may be documented by email.

If an employee's approved work schedule is something other than five (5) eight (8) hour days per week, all hours worked pursuant to the schedule shall be considered regular hours and not subject to the overtime provisions of this Agreement.

- (F) Supervisors shall make a good faith effort to accommodate the employee's requests, including temporary changes for a work week or work cycle. The final decision regarding the employee's work schedule shall be at the sole discretion of the Department Director and his/her decision shall not be subject to the grievance and arbitration provisions of this Agreement.

### **Section 3 – Overtime**

- (A) When the **COUNTY** requires non-exempt employees to work overtime, the following shall apply:
  - (1) Authorized overtime work shall be compensated by cash payment at the rate of one and one-half (1-1/2) times the regular hourly rate. If the employee and the department agree, an equivalent credit of compensatory time off may be given in lieu of the paid overtime.
  - (2) Except as modified by Section 2 above, all time worked in excess of eight (8) hours in a workday shall be considered overtime work.
  - (3) Except as modified by Section 2 above, all time worked in excess of forty (40) hours in any workweek shall be considered overtime work.
  - (4) The **COUNTY** shall be the sole judge as to the necessity, requirement and qualifications of personnel to work overtime. The **COUNTY** agrees to recognize and consider seniority in regards to overtime assignments.
  - (5) Overtime shall be compensated only once for the same hours worked.
  - (6) Overtime shall be calculated to the next one-quarter (1/4) hour worked.
- (B) Any compensatory time off over forty (40) hours not taken by the first (1st) pay period of April and the first (1st) pay period of October of each year shall be converted to cash at the employee's current straight time rate of pay.
- (C) Any unused accumulated compensatory time off shall be paid in cash at the time of termination, death or transfer to another department.

### **Section 4 – Meal/Rest Periods**

- (A) Employees shall be allowed one (1) rest period of fifteen (15) minutes duration in each one-half (1/2) shift, which insofar as is practicable, shall be in the middle of each half-shift, such time to begin when the employee leaves their work station, and to end when the employee returns to their work station.
- (B) Employees who are required to work beyond their regular quitting time shall be allowed a fifteen (15) minute rest period before commencing overtime work provided that it can be reasonably foreseen that such overtime will exceed two (2) hours' duration.
- (C) Unpaid meal periods shall not be less than thirty (30) minutes, nor more than one (1) hour in duration.
- (D) Employees required to work in excess of two (2) hours beyond their regular scheduled shift shall be granted a minimum of one-half (1/2) but not more than one (1) hour paid meal period. It is understood that the duration of such periods shall be determined by the **COUNTY**.

### **Section 5 – Reporting Place**

Employees shall report to their designated place of reporting so as to begin work at the designated starting time and shall return to their reporting place so as to be off work by the designated quitting time.

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### **Section 6 – Clean Up Time**

Employees shall be afforded necessary time, as determined by the **COUNTY**, for the purpose of cleanup.

### **Section 7 – On-Call Time**

Employees are not required to carry a pager on off duty hours.

## ARTICLE 10

### WAGES

#### Section 1 – Salary Range Adjustments

- (A) Effective the first full pay period following July 1, 2009, through the first full pay period following July 1, 2010, employees on the payroll on the date of ratification of the Agreement by the **COUNTY** shall receive a two and a half percent (2.5%) wage increase and the pay ranges shall be changed to reflect the increase.
- (B) Effective the first full pay period following July 1, 2010, through the first full pay period following July 1, 2011, employees on the payroll on that date shall receive a two and a half percent (2.5%) wage increase and the pay ranges shall be changed to reflect the increase.
- (C) Effective the first full pay period following July 1, 2011, through the first full pay period following July 1, 2012, employees on the payroll on that date shall receive a two percent (2%) wage increase and the pay ranges shall be changed to reflect the increase.
- (D) The **UNION** will be involved and participate in cooperative efforts to enhance productivity and identify cost savings and long term financial planning. Upon request, the **COUNTY** will provide all available information regarding revenue and expenditures and financial forecasting models to the **UNION**.

#### Section 2 – Steps in Compensation Plan

- (A) The compensation plan shall be based on a 7 Step schedule with the steps being equally spaced between the low and high ends of the salary range for each classification. Employees will be placed at the step closest in pay to their current step, provided there is no pay decrease.
- (B) Employees hired at Step 1 of the compensation plan shall advance to Step 2 upon the completion of twelve (12) months of employment with the **COUNTY**. Step increases shall occur at twelve (12) month intervals unless the employee receives “needs improvement” or lower rating on their performance evaluation.
- (C) Employees who are denied a step increase must be notified in writing prior to the scheduled date of the increase. The notice must identify the areas of deficiency. Employee will be given the opportunity to sign the notice. Employees who are denied a step increase may utilize the Administrative Procedures Manual (APM) evaluation appeal process. The only permissible claim of contract violation is a management rights violation because the performance deficiency is alleged to be unsubstantiated or the denial is alleged to be inequitable.
- (D) In the event an employee's evaluation is not completed within thirty (30) calendar days of when due, the following pay period the employee shall advance to the next higher step.

#### Section 3 – New or Revised Classifications

Should the **COUNTY** establish a new, or substantially modify an old or existing classification in the bargaining unit, the following shall apply:

- (A) A proposed wage rate shall be established by the **COUNTY**, and provided to the **UNION**.
- (B) The rate proposed by the **COUNTY** shall be deemed as agreeable to the **UNION** at the end of two (2) calendar weeks from the date of notice above unless the **UNION** requests negotiations over the proposed wage rate within that same period.
- (C) Should the **UNION** request to negotiate over the proposed wage rate, the procedures described in Article 17, Section 2 shall apply.

- (D) If the **COUNTY** and the **UNION** do not reach agreement on a permanent wage rate, the **UNION** may take the matter to final offer arbitration not less than thirty (30) days nor more than forty-five (45) days after the first negotiations meeting. Should the **UNION** fail to do so, the **COUNTY** shall implement its last offer as the permanent wage rate.
- (E) Should the matter be submitted to arbitration pursuant to this provision, the authority of the arbitrator shall be limited to the sole question as to which party's offer is most appropriate to the maintenance of internal equity within the bargaining unit. To facilitate an orderly proceeding in this matter, the parties agree that each party shall submit a written "final offer" on the "wage rate" not less than three workdays prior to date of the hearing. Thereafter, neither party may change its "final offer" unless pursuant to stipulation of the parties. The most appropriate offer as determined by the arbitrator shall become the permanent wage rate.
- (F) The procedures provided subsections (D) and (E) above are a creature of the Agreement. These procedures are not based upon, nor are they intended to reflect ORS 243.742 through 243.762. Further, these procedures are not based upon, nor are they intended to reflect OAR 115-40-015.

#### **Section 4 – Salary Protection**

No employee shall have his/her salary reduced because of the establishment of a new or by substantially modifying an existing classification pursuant to Section 3 of this Article.

#### **Section 5 – Out of Class**

- (A) An employee temporarily transferred from a job at a lower rate of pay to a job classification at a higher rate of pay for a period in excess of one (1) hour shall be paid at the higher rate in accordance with normal promotional policy for all work performed in the higher classification, provided that the employee is qualified to perform the higher classified work and that such assignment is not for training purposes. It is agreed that employees shall not be assigned in a trainee status solely for the purpose of avoiding the provisions of this Section.
- (B) All assignments in training shall be authorized in writing upon the employee's request.

#### **Section 6 – Bilingual Differential**

- (A) Positions designated by the **COUNTY** as bilingual will receive 5% additional compensation above the base classification pay.
- (B) The **COUNTY** may test for appropriate minimum qualifications for level of fluency to meet the minimum bilingual standards.

#### **Section 7 – Direct Deposit**

The **COUNTY** reserves the right to distribute employee payroll via direct deposit. Unless, the **UNION** is provided no less than thirty (30) calendar days' notice to the contrary, the direct deposit program shall include the following protocols:

- (A) All employees hired after March 22, 2001, shall have their payroll transmitted via direct deposit. Employees may view their payroll information on Employee Self Service.
- (B) Employees hired before March 22, 2001, may elect to continue to receive their payroll check via the status quo or via direct deposit. Election of direct deposit is, thereafter, irrevocable.
- (C) Employees whose payroll is subject to direct deposit may opt to receive a payroll advice comparable to that, which is provided under the status quo.
- (D) Direct deposit may be made to an unlimited number of financial institutions at any one time.

- (E) Subject to the conditions contained in subsection (F) herein, payroll subject to direct deposit will normally be available in the morning of the Friday on which the payroll is disbursed to employees.
- (F) In those instances when the payroll Friday occurs on a holiday as provided in Article 11, Section of this Agreement, payroll subject to direct deposit will normally be available on the day before said Friday.

**Section 8-Safety Instructor Incentive**

Employees that have been State DPSST trained in either defensive tactics or firearms and who are assigned safety instructor training responsibilities by the **COUNTY** shall receive an additional three percent (3%).

**Section 9- Field Training Officer (FTO)**

Employees assigned and working as a FTO shall receive a 5% premium while they are responsible for an employee in a formal FTO program.

**Section 10-Intermediate and Advanced Certification Incentive**

**UNION** bargaining unit members who have obtained a DPSST certification shall receive the following certification pay based on the following recognized DPSST standards.

Advanced Certification 3.0%  
Intermediate Certification 1.5%

## ARTICLE 11

### LEAVE TIME AND HOLIDAYS

#### Section 1 – Holidays

- (A) The following days shall be recognized and observed as paid holidays subject to the provisions of Paragraphs (B) and (C) of this Section:

|  |  |
|--|--|
| New Year's Day   | Independence Day                       |
| Martin Luther King's Birthday<br>(3rd Monday in January) | Labor Day<br>(1st Monday in September) |
| Presidents' Day<br>(3rd Monday in February)              | Veterans' Day<br>(November 11)         |
| Memorial Day<br>(Last Monday in May)                     | Thanksgiving Day<br>Christmas Day      |

(B) Qualifications

The above **COUNTY** holidays are to be paid holidays, but only for eligible and qualified employees. For the purposes of this Article, an eligible and qualified employee shall mean any employee who:

- (1) Reports for work or is on paid leave on the last scheduled work day prior to, and first scheduled work day following, the holiday; and
- (2) Whose scheduled work or paid leave day falls within two (2) calendar days prior to or following the holiday.

(C) Holiday Pay

- (1) Full-time eligible bargaining unit employees shall be compensated for each holiday as follows:
  - (a) When a bargaining unit employee has requested and is regularly working on an alternate work schedule while other employees within the same division/section/work group are working a five (5) day, eight (8) hour work schedule shall have the option of reverting to a five (5) day, eight (8) hour schedule on a week including a holiday or of remaining on the alternate schedule and using two (2) hours of accrued Time Management or compensatory time to supplement the eight hours of holiday time off.
  - (b) When bargaining unit employees are required by the **COUNTY** to work a four (4) day, ten (10) hour work schedule or all of the bargaining unit employees within the division/section/work group are on a four (4) day, ten (10) hour schedule, the eligible employees shall receive ten (10) hours compensation for the holiday.
- (2) Part-time eligible bargaining unit employees shall be compensated for each holiday as follows:
  - (a) During the week of a holiday, the **COUNTY** may permit part-time employees an opportunity for modification of their work schedule so as to work additional hours in order to receive a normal pay check, including pro-rated holiday pay, without having to use time management leave or other earned leave.
  - (b) In developing an opportunity for a modified work schedule for the week of a holiday, the **COUNTY** shall give good faith consideration to part time employees' interests regarding an alternate work schedule provided that the **COUNTY's** operational needs

can be met. When work requirements are such that a team or work group approach is necessary for productive and/or effective accomplishment of work, the **COUNTY** may develop a single modified work schedule which seems to best accommodate the interests of the majority of employees on the team or work group and meet the operational needs of the **COUNTY**. The team or work group shall have the option of determining whether to operate using the normal or modified work schedule.

- (c) If the **COUNTY** does not permit part time employees an opportunity for a modified work schedule for the week of a holiday pursuant to Paragraph (a) or (b), above, employees shall receive full holiday pay for the actual hours they would have worked on the holiday.
  - (d) If part time employees are offered an opportunity by the **COUNTY** for a modified work schedule for the week of a holiday pursuant to Paragraph a or b above, and elect not to change from the normal work schedule, employees must use accrued time management leave or other earned leave to supplement the pro-rated holiday pay in order to receive a normal pay check or receive a short pay check based on pro-rated pay for the holiday.
- (3) Compensation for holidays shall be as per the following:
- (a) Pay for each designated holiday which falls on a day the employee otherwise would work, and
  - (b) In addition to compensation under (a) above, a non-exempt employee required to work on a holiday shall receive, one and one-half (1-1/2) times the regular straight time rate for all work performed on a designated holiday. If the employee and the department agree, an equivalent credit of compensatory time off may be given in lieu of the paid overtime.
  - (c) In addition to compensation under (a) above, an exempt employee required to work on a designated holiday shall receive alternate time off in an equal amount at a time mutually convenient to the employee and the **COUNTY**.
- (4) Employees called to work on the holiday, but who do not report, shall forfeit holiday pay unless such absence is excused.

(D) Holiday on Day Off

Whenever a holiday shall fall on an employee's scheduled day off, the last normal workday before the holiday or the first normal workday following the holiday (whichever is closer) shall be designated as the holiday. Whenever the holiday falls equally between workdays, the last workday before the holiday shall be designated as the holiday. However, as an option, upon mutual agreement between the Supervisor and the employee an alternate day off may be granted. The alternate day off must be taken by the end of the fiscal year. If the employee has requested the time and the request has been denied due to **COUNTY** requirements the time off will be granted within the following 30 calendar days.

(E) Holiday During Leave

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

(F) Friday Following Thanksgiving

The Friday following Thanksgiving, though not to be construed as a holiday for pay purposes, shall be considered a day off with pay except for those employees required by the **COUNTY** to report for work. Employees so required to work shall be given an alternate day off at the mutual convenience of the **COUNTY** and the affected employee. The alternate day must be taken by the end of the fiscal year. For eligible regular part time and eligible temporary employees, hours are to be based on the average hours scheduled during the two (2) pay periods prior to the Friday following Thanksgiving.

**Section 2 – Time Management**

(A) Purpose

It is the purpose of the Employee Time Management Program to provide employees with a leave with pay program, which is easy to understand, responsive to individual needs, and easy to administer.

(B) Eligibility

This program covers all employees in the bargaining unit. However, it is understood that initial probationary employees may, during the first six months of employment, only use time management for illness or emergency reasons. Employees covered by these provisions shall not be eligible for separate leave benefits covering the following:

- (1) Family Emergency Leave
- (2) Vacation Leave
- (3) Sick Leave (non-occupational or injury leave, excluding disability leave)
- (4) Personal Days

(C) Accumulation

Except as limited in subsection 4, (F) herein, leave time shall be accrued for each hour worked or hour of paid leave at the appropriate rate provided below.

- (1) Eligible non-exempt employees shall accumulate earned leave, based on full-time status, at the following rates:

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

(D) Part-time employees

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

(E) Usage

- (1) Subject to the terms provided herein, earned leave time shall be available for use as it is earned.
- (2) During the course of the year, absences from work for any reason other than on-the-job illness or injury covered by Workers' Compensation, disability leave as provided for in Section 4 of this Article, bereavement leave or paid holiday shall be charged against the employee's accrued leave balance. Earned leave shall accrue whenever an employee is on paid status with the **COUNTY**. Employees do not accrue earned leave when on leave without pay.
- (3) Time management requested and taken on a given day shall be equal to the number of hours the employee actually takes off work provided that such time shall not exceed the number of hours the employee would normally have worked on that day.

(F) Maximum Accumulation

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

(G) Termination

After six (6) months of service, upon the termination of an employee, the employee's accrued time management leave balance as of the date of termination shall be converted into pay at the rate of one (1) hour for each two (2) hours of accrued time management leave.

(H) Death

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

(I) Scheduling

- (1) Employees shall, whenever possible, request time-off in advance by at least fifty percent (50%) of the requested time off. Use of such leave must be scheduled between the employee and the **COUNTY**. When an employee is sick or an emergency occurs requiring their presence elsewhere, the employee must notify their supervisor as soon as possible. Substantiation of illness, injury, or emergency may be required by the **COUNTY** when a pattern of excessive use of time management without prior supervisor approval interfering with operations has been documented. The first time an employee is absent without pay, without advance supervisor approval, the **COUNTY** may require him/her to have one counseling session with the **COUNTY** provided Employee Assistance Program provider.
- (2) Supervisors shall respond in a timely fashion to written requests for leave. Requests for leave submitted after the January 15 seniority option, shall be deemed to be approved if not denied within fourteen (14) days of receipt for requests submitted more than two (2) months ahead, within seven (7) days for requests submitted two (2) weeks to two (2) months ahead, and within fifty percent (50%) of advance time for requests submitted less than two (2) weeks ahead. All leave requests after January 15 shall be on a first come first serve basis.

- (3) Leave shall be scheduled by the **COUNTY** based primarily upon the needs of efficient operation, the availability of relief, and being responsive to the needs of the employee to use his/her earned leave. Employees shall be responsible for planning and initiating requests for leave. Supervisors will make a good faith effort to accommodate all leave requests. Requests made more than one (1) week in advance or fifty percent (50%) of the time off requested, whichever is greater, will be granted under normal circumstances, provided that the number of employees gone simultaneously is not excessive. For purposes of this Section, the phrase "normal circumstances" is not intended to apply to periodic times of high workload demands, but is intended to apply to consistent workloads that are quite heavy as a result of layoffs or other general staffing shortages. In case of conflicts between employees concerning the scheduling of leave, the employee with the longest period of continuous service with the **COUNTY** shall be given first consideration, provided that leave requests are made prior to January 15 of each year. Such exercise of seniority shall be limited to one (1) selection per each calendar year. In extenuating circumstances, the **COUNTY**, when practicable, will attempt to accommodate requests for leave schedule modifications.

(J) Conversion – Should the **COUNTY** establish a new TM conversion process; it may reopen this article to address those changes.

- (1) Employees may sell accrued time management hours and vacation hours subject to the following restrictions:
  - (a) The maximum number of time management hours and vacation hours that can be converted into cash compensation in a calendar year cannot be greater than the number of hours taken in that same calendar year or eighty (80) hours whichever is the lesser.
  - (b) The time management leave hours must be either scheduled or used prior to any conversion pursuant to this provision.
- (2) Subsection (1) above notwithstanding, during the last three (3) years prior to retirement, employees may sell up to 200 hours per year of their annual leave accrual at the current rate of pay. Extensions of an employee's scheduled retirement date notwithstanding, no employee will be entitled to this benefit in more than three (3) years.
- (3) Subsection (1) above notwithstanding, employees who are laid off may sell back up to a maximum of eighty (80) hours of time management inclusive of any time management previously sold back in that year. If and when employees are recalled, within the first six (6) months of recall, they may buy back all or part of their previously accrued leave balances at the rate in effect at the time they are recalled at the same ratio at which they were cashed out.

(K) Procedure for Donation of Time Management

Time Management Donations will be allowed on a case-by-case basis and will require approval by the Human Resources Director. Employees who have an extreme emergent situation, have no available earned leave time, and will not qualify for short-term or long term disability through the **COUNTY**, may request Time Management Donations through the following procedure:

- (1) Employee or his/her co-workers may make a request in writing to their supervisor stating the nature of the emergent condition and the reason for the request.
- (2) The Supervisor will review the request, verify the employee's leave balance, and check to see if other options are available. If it is found that no leave is available, the request will be forwarded to the Department Director. If the Department Director concurs, the request is forwarded to the HR Director for approval.

- (3) Employees of the Department are notified of need and given an opportunity to donate. In order for this policy to be most effective, employees should be given a specific period of time in which to donate hours.
- (4) The necessary Donation of Time Management Hours form is provided by the department and when filled out is submitted directly to Payroll in order to maintain confidentiality. Names of donors will remain confidential.
- (5) When employee must take time off from work, hours will be coded as "75-Emergency Situation". The donated Time Management hours may not be used for any other purpose than the emergency for which they are intended. The department is responsible for monitoring these hours. Hours are transferred to the employee's account as needed.
- (6) When the emergent situation has ended, any donated hours not used will be credited back to donors on a pro-rata basis.
- (7) Donations will be based on time donated, not dollar value of donation.

The 80-hour eligibility period for LTD will not be subject to this program. An exception may be granted by the HR Director.

### **Section 3 – Occupational Illness or Injury**

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

- (A) Employees with less than six (6) months of service who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their assigned duties will be paid the difference between their regular salary and compensation benefits for lost time at the rate of one day per month of employment.
- (B) Employees with more than six (6) months of service who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their assigned duties will be paid the difference between their regular salary and compensation benefits for lost time for the first ninety (90) calendar days of the employee's on-the-job illness or injury. Such time shall not be charged against any earned leave balance.
- (C) Employees under this Section shall have the option of giving their full Workers' Compensation check to the **COUNTY** and receiving their regular salary.

### **Section 4 – Disability Leave**

- (A) After completion of six (6) months of employment, if non-occupational illness or injury exceeds the elimination period, the **COUNTY** will provide compensated time off at the employee's regular rate of pay for the first two (2) weeks, or any part thereof, of disability; at ninety percent (90%) pay for the next two (2) weeks, or any part thereof; at eighty percent (80%) pay for the next two (2) weeks, or any part thereof; at seventy percent (70%) for the next two (2) weeks, or any part thereof; and at sixty-six and two-thirds percent (66-2/3%) for any remaining disability period. This change in disability leave would be effective immediately upon ratification of the contract. All disability leave pay is less any Workers' Compensation benefits for which the employee may be entitled following the elimination period until the employee is released to return to work up to a maximum of ninety (90) days within one hundred five (105) calendar days from the first day of absence for a specific illness or injury. The date on which an employee is unable to report to work due to a specific illness or injury will be the first day of absence for purposes of establishing qualifications for disability leave.
- (B) The employee will be required to satisfy the eighty (80) hours elimination period prior to qualifying for disability leave benefits. Once the eighty (80) hours are satisfied, no additional time management will be charged for the same illness or injury so long as the elimination period and

the disability leave do not exceed a total period of one hundred five (105) calendar days from the first day of absence or eligibility for long-term disability insurance coverage, whichever occurs first. However, an employee whose disability leave exceeds two (2) weeks beyond the elimination period, thereby becoming eligible for a reduced percentage of pay, may choose to offset the reduction from their regular pay by charging time to their accrued time management or vacation leave balance. Disability leave, including but not limited to the elimination period and paid leave hours, shall be prorated for part-time employees.

- (C) It is understood that disability leave for any reason shall not exceed that period during which the employee is in fact physically unable to return to work, as substantiated by the employee's physician.
- (D) It is understood that any time off charged to disability leave pursuant to this Section may require substantiation to the satisfaction of the **COUNTY** prior to compensation. Failure to provide satisfactory substantiation will result in denying compensation and may result in disciplinary action pursuant to Article 5, Discipline and Discharge, of this Agreement.
- (E) Employees who have hours remaining in the Extended Illness Bank shall not lose those hours. However, no additional hours will be added to this bank. Extended Illness Bank hours may be used for the sole purpose of off-setting the use of Time Management hours to meet the eighty (80) work hour elimination period prior to the start of disability leave. After sixty (60) work hours have been charged to the Time Management balance, the remaining hours of the elimination period shall be charged to any remaining balance in the employee's Extended Illness Bank until the employee has exhausted his/her Extended Illness Bank hours.
- (F) Employees who are on disability leave shall not accrue Time Management, to be effective immediately upon ratification of the contract. However, if an employee returns to work, with an appropriate medical release, they will accrue Time Management for the actual hours worked.
- (G) Employees who have exhausted the ninety (90) calendar days short-term disability leave and who have a medical prognosis to be able to return to full duty within the next ninety (90) calendar days may request up to an additional ninety (90) consecutive calendar days of leave without pay.

### **Section 5 – Bereavement**

Employees shall be reimbursed for lost work as a result of a death in the employee's immediate family to a maximum of three (3) days (need not be consecutive) pay, or if out-of-state travel is required, one (1) weeks pay, at the regular straight time hourly rate. The **COUNTY** may require verification of the family status. Immediate family shall be defined as mother, father, spouse, Registered Domestic Partner, domestic partner (affidavit on file), sister, brother, child, grandparent, grandchild, stepmother, stepfather, step-child, father-in-law, mother-in-law, son-in-law or daughter-in-law, or any other relative residing in the employee's immediate household. Leave must be taken within thirty (30) days of death.

### **Section 6 – Jury Duty**

An employee called for jury duty, or subpoenaed as a state's witness in any Municipal, **COUNTY**, State or Federal Court shall, upon receipt by the **COUNTY** of all fees paid to the employee for such service, be reimbursed for loss of wages incurred as a result of such service. Employees called for jury duty on a day when they are not scheduled to work shall be allowed to retain fees paid to the employee by the court for such service. The **COUNTY** shall not change an employee's normal work shift because of jury duty.

### **Section 7 – Leave of Absence**

- (A) Leave of absence for good cause may be granted by the **COUNTY** provided that such leaves do not significantly disrupt normal **COUNTY** operations.
- (B) Leaves of absence shall be without pay except as specified elsewhere in this Agreement. Leaves of absence may be requested prior to the use of any accumulated leave time.

- (C) No payment for any leave of absence shall be made until such leave has been properly approved. Requests for such leaves shall be in writing and applicable upon written receipt of approval from the appropriate appointing authority stating the terms and conditions of the leave.
- (D) With the exception of military active duty, Peace Corps, and **UNION**, a leave of absence without pay may not exceed ninety (90) calendar days, subject to extension on approval of the County Administrator.
- (E) An employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned, and the position shall thereupon be declared vacated; except and unless the employee, prior to the expiration of the leave of absence, has furnished evidence of inability to return to work by reasons of sickness, physical disability, or any other legitimate reason acceptable to the **COUNTY** beyond the control of the employee, and has received approval for an extension of such leave.
- (F) Military leave with pay may be extended to an employee who has been employed for six (6) months or more and who is a member of the National Guard or of any reserve component of the Armed Forces, for a period not to exceed fifteen (15) calendar days or eleven (11) work days in any calendar year.

### **Section 8 – Unexcused Absence**

Absence of an employee from duty, including any absence for a single day or part of a day, which is not authorized by a specific grant or leave of absence under the provisions of this Agreement, shall be deemed to be an unexcused absence without pay and subject to disciplinary action up to and including discharge as provided for in Article 5 of this Agreement.

### **Section 9 – Subrogation**

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

## **ARTICLE 12**

### **INSURANCE AND RELATED**

#### **Section 1 – Types of Insurance**

The **COUNTY** agrees to cover its eligible and qualified probationary and non-probationary employees with certain insurance protection and related programs at benefit levels no less than those in Section 2. Should the costs of such programs increase during the life of this Agreement or if new or improved benefits are instituted as a result of legislative action, such cost increase shall be covered by the **COUNTY**, whenever such charges become effective.

- (A) Employee and dependent health insurance, with major medical services, or, at the option of the employee, a health maintenance plan. **COUNTY** contribution to be equal under both plans.
- (B) Employee and dependent dental insurance (including adult orthodontic care).
- (C) Employee long-term disability insurance to provide sixty-six and two-thirds percent (66-2/3%) of gross income after ninety (90) days of disability, not to exceed the limits of the plan.
- (D) Employee and dependent vision plan.
- (E) Employee term life insurance in the amount of \$25,000 dollars or one times annual salary.
- (F) Employee accidental death and dismemberment insurance in the amount of \$25,000 dollars or one times annual salary.

#### **Section 2 –Health Insurance Plans**

- (A) Effective January 1, 2010, the following changes will be made to the Health Insurance Plan:
  - (1) The annual medical deductible for the “Standard Plan” will be \$100 per year, per insured, with a maximum of three (3) deductibles per family.
  - (2) The annual out of pocket maximum for the “Standard Plan” will be \$1500 per year per insured, with a maximum of three (3) per family.
  - (3) The office visit co-payment for the “Managed Care plan” will be \$10 per visit.
  - (4) Both the “Standard Plan” and “Managed Care” plans will use a 3-tier drug formulary designed by **COUNTY**’s health insurance provider. Tier 1 drugs will require a \$15 co-payment; Tier 2 drugs will require a \$30 co-payment; Tier 3 drugs will require a \$35 co-payment.

Prescriptions obtained directly from a pharmacy will be for a maximum of 34 days. The prescription drug plan will also include a mail order option for maintenance drugs. Through mail order, a 45-day supply may be obtained for 1 co-payment, and a 90-day supply may be obtained for 2 co-payments.

#### **Section 3 – Insurance Enrollment**

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

- (A) The **COUNTY** agrees to enroll each eligible and qualified employee in the Public Employees Retirement System (PERS) or the Oregon Public Service Retirement Plan (OPSRP) and pay the employer’s contribution. Further, subject to a continuing agreement from PERS, Parole and Probation Officers shall be considered eligible for Police and Fire PERS.

The **COUNTY** shall withhold from salary the employee's six percent (6%) PERS contribution, with other required withholdings, and shall pay the amount withheld for PERS to PERS in lieu of direct payment to PERS by the employee. The employee shall have no option to receive the amount withheld and contribute directly to PERS. This six percent (6%) shall be considered the employee's contribution. For the limited purposes of Internal Revenue Code Section 414 (h) (2) and related tax statutes, the employee's contribution to PERS will be picked up by the **COUNTY** as pre-tax contribution as the term "picks up" is used in the Internal Revenue Code. The **COUNTY** agrees to reduce the employee's salary it reports on the W-2 forms by the six percent (6%) contributed to PERS.

The **COUNTY** will contribute the employee's 6% to the IAP.

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

#### **Section 4 – Retiree Benefits**

- (A) For employees who were transferred into **COUNTY** positions as part of the 1996 transfer of Parole and Probation from the State Department of Corrections to the **COUNTY**, the employee's last date of hire in a permanent position with the State will be used to determine eligibility under this Section. For all other employees, the employee's last date of hire in a permanent position with the **COUNTY** will be used to determine eligibility under this Section.
- (B) Upon retirement, all employees hired on or before July 1, 1987 and who have worked ten (10) full, continuous years prior to age seventy (70) shall be eligible for **COUNTY**-paid retiree health insurance and may transfer from the active group to the retired group.
- (C) Upon retirement, all employees hired after July 1, 1987 and before July 1, 1997, and who have worked twenty (20) full, continuous years prior to age seventy (70) shall be eligible for **COUNTY**-paid retiree health insurance and may transfer from the active group to the retired group.
- (D) Retired employees eligible for **COUNTY** retiree health insurance under this provision either on a **COUNTY**-paid or self-pay basis are also eligible to purchase **COUNTY** health insurance in the retired group for their dependents. The retiree health insurance benefit provisions will be the same as active employees.
- (E) To qualify for retirement and be eligible for **COUNTY**-paid retiree health insurance, an employee must meet the years of **COUNTY** service requirement and be receiving a PERS pension, or meet the **COUNTY** service requirement and be eligible for and receiving disability benefits under PERS or Social Security.
- (F) An employee who has otherwise qualified for health benefits pursuant to this section, but is between the ages of 54 and 55, and is laid off pursuant to Article 16 of this Agreement, shall be entitled to immediately begin receiving the retiree health insurance benefits to which he/she would otherwise be entitled pursuant to this section.
- (G) Employees hired on or after July 1, 1997, shall not be eligible for **COUNTY**-paid retiree health insurance benefits.
- (H) The **COUNTY** agrees to provide an Early Retirement Alternative for the employees who meet the years of service requirement specified in Paragraph A through C above, but who have not yet qualified for PERS retirement benefits. Under this alternative an employee must self-pay their Lane County Medical premiums continuously from the first of the month following their termination date of employment until the date the employee is eligible for PERS Retirement Benefits. Failure to collect PERS benefits as soon as eligible will disqualify the employee from **COUNTY**-paid benefits and will terminate this option.

**Section 5 – Personal Property**

Loss or damage to personal property shall be compensated for by the **COUNTY**, provided that:

- (A) The employee would reasonably be expected to be wearing or carrying the property in question in the performance of his/her job.
- (B) Such loss or damage occurs during the course of employment.
- (C) The loss was not the fault of the employee.
- (D) This provision does not apply to personal vehicles or similar items.

**Section 6 – Joint Labor/Management Benefit Review Committee**

The **UNION** may appoint one member to the Joint Labor/Management Benefit Review Committee. The **COUNTY** will continue to meet with representatives of other bargaining units during the term of this contract for the purpose of monitoring insurance plan costs and utilization. The **UNION** will consider further modifications of the insurance plans recommended by this Benefit Review Committee provided, however, that any such changes shall be subject to mutual agreement between the parties.

## **ARTICLE 13**

### **SAFETY**

#### **Section 1 – Safety Policy**

The **COUNTY** acknowledges an obligation to provide a safe and healthy environment for its employees. Likewise, the **UNION** recognizes an obligation on behalf of employees to conform to published safety rules and regulations, and that failure to conform to such rules and regulations shall be subject to disciplinary action, which may include discharge.

#### **Section 2 – Unsafe Acts**

Employees have an obligation not to perform an unsafe act, which may cause injury to the employee. Employees shall suffer no disciplinary action as a result of refusing to perform such unsafe acts.

#### **Section 3 – Safety Recommendations and Committee**

- (A) The **COUNTY** and the **UNION** agree to participate in a Parole and Probation Joint Safety and Health Committee to discuss issues of mutual concern and make recommendations to the Department and the **COUNTY** regarding the safety and health of **COUNTY** Employees. The committee shall be composed of up to an equal number of management and **UNION** representatives, not to exceed three (3) FOPPO representatives. The **UNION** representatives shall be selected by the respective **UNION**.
- (1) The Parole and Probation Joint Safety and Health Committee:
    - (a) Shall meet at least once every month;
    - (b) May make periodic inspections of the facilities as it deems necessary;
    - (c) May make recommendations for the correction of unsafe or harmful conditions and the elimination of unsafe or harmful working practices;
    - (d) May review and analyze summary reports relating to the causes of any industrial injury or illness, investigate the causes of same, and recommend rules and procedures for the prevention of accidents and disease and for the promotion of the health and safety of employees;
    - (e) May promote health and safety education;
    - (f) May initiate an investigation on any worker exposure to potentially dangerous substances, fumes, noise, dust, etc.;
    - (g) Shall be notified of any proposed measurement of worker exposure to any potentially dangerous conditions and review the measurement procedures;
    - (h) Shall receive in writing the identification of any potentially toxic substance to which the workers are exposed together with material data sheets.
  - (2) To the extent required by law, a **UNION** and management representative of the Committee will be allowed to be present on any safety inspection conducted under the auspices of the State Workers' Compensation Department or its successor. Such representatives may request to be present at any related closing conference. Such request will be directed to the Risk Manager.
  - (3) Employees engaged in activities covered by subsection (A) of this Section, shall do so during their normal working hours without loss of pay.

- (B) The **COUNTY**-wide Joint Safety and Health Committee shall develop a Safety Recommendation System whereby employees may make a recommendation concerning a perceived unsafe condition, and shall receive notice of action taken. The **UNION** may appoint one member to the COUNTY-wide Committee.
- (C) The **COUNTY** and the **UNION** agree to participate in a Parole and Probation SB400 Committee to discuss safety issues that have an impact on the on-the-job safety of the employees and make recommendations to the Department.

#### **Section 4 – Protective Clothing and Tools**

Necessary personal protective equipment, as the **COUNTY** deems proper for the performance of any job will be supplied by the **COUNTY**, provided that such equipment is returned to the **COUNTY** in reasonable condition. Employees shall be charged the then current replacement rate for equipment not so returned.

The equipment includes:

- A form fitted ballistic vest, Grade III A,
- A baseball-type cap with law enforcement ID,
- A flashlight adequate to identify objects at 25 yards, with holder,
- A waterproof windbreaker for unarmed employees with ID,
- A heavy duty jacket with ID, with firearm access, for armed employees,
- A 2 oz canister of OC or equivalent spray, and
- A redesigned badge, employee chooses a traditional pin-on type or a flat type with holder and chain. A **UNION** committee of three will recommend the new design and the Division Manager will make the final decision.

#### **Section 5 – Firearms**

- (A) The **COUNTY** agrees to allow employees to carry firearms in accordance with State law and current **COUNTY** policies.
- (B) The **COUNTY**, upon request of an honorably retiring employee, will provide the employee with a formal letter of honorable retirement as a Parole and Probation Officer. The letter will be from the Division Manager and a copy will be sent to the Oregon DPSST.

## **ARTICLE 14**

### **TRAINING**

#### **Section 1 – Employee Requests**

An employee wishing training may submit a written request to his/her supervisor. Such a request may include, but is not limited to, release time with pay, flexible working hours, tuition, and travel. The **COUNTY** will give good faith consideration to requests for job-related training, which will increase the capability of the employee in current assignments, or career enhancement training, which will help prepare the employee for advancement within the **COUNTY**. The supervisor shall decide whether to grant, deny or to modify the request, provided, however, any Agreement shall be in compliance with the provisions of the Fair Labor Standards Act. The supervisor's decision will be reviewed by the Department Director, upon the employee's request, and the Department Director's decision shall be final.

#### **Section 2 – Required Training**

When an employee is required by the **COUNTY** to take work-related training, the employee shall be granted release time with pay for such training if it occurs during working hours. When an employee is required to take work-related training during non-working hours, the employee shall be granted overtime pay or compensating time off subject to Article 9, Hours of Work and Overtime. For the purposes of this provision, overtime shall include reasonable time spent in travel. Appropriate costs for such training shall be borne by the **COUNTY**. The **COUNTY** agrees to provide for all training and certification as required by DPSST and relevant State law.

#### **Section 3 – Training Proposals**

- (A) An employee, group of employees, or the **UNION** on behalf of the members of the bargaining unit may present a training proposal to the Human Resources Office.
- (B) The **COUNTY's** Training Coordinator shall review and consider all proposals submitted pursuant to this Section.
- (C) Upon request of the **UNION**, the Training Coordinator shall meet with the **UNION** and a reasonable number of affected employees to discuss the training proposal. Such meeting shall be held at a time and place mutually agreeable to the Training Coordinator and the **UNION**.
- (D) The Training Coordinator shall respond in writing to the **UNION** regarding the training proposal.
- (E) The **UNION** may also submit training proposals to the Division Manager, who shall discuss the request(s) with the **UNION** prior to making a decision to approve or deny. When reviewing training requests, the **COUNTY** shall attempt to balance opportunities across employees as fairly and equitably as possible.
- (F) The **COUNTY** shall continue to provide training opportunities consistent with the Division resources, needs, policies, and philosophy.

## **ARTICLE 15**

### **SENIORITY**

#### **Section 1 – Definition**

Seniority is defined as the relative position of an employee in relation to other employees based on most recent date of continuous classified employment with the **COUNTY** uninterrupted by voluntary quit, discharge or resignation, provided that in the event of an unpaid leave of absence beyond ninety (90) calendar days other than military, Peace Corps, or **UNION** leave granted in accordance with this Agreement, the actual time of leave shall be deducted from the employee's length of continuous service. Effective September 22, 2008, seniority for all new hires or transferred employees shall be based upon the most recent date of continuous employment in a classification within the bargaining unit uninterrupted by voluntary quit, discharge or resignation, provided that in the event of an unpaid leave of absence beyond ninety (90) calendar days other than military, Peace Corps, or **UNION** leave granted in accordance with this Agreement, the actual time of leave shall be deducted from the employee's length of continuous service. No bumping rights will exist for any non-bargaining unit employees to displace bargaining unit employees.

- (A) Employees transferred or promoted out of the bargaining unit shall not accumulate seniority while out of the bargaining unit. Any such employee subsequently returned into a bargaining unit position shall be entitled to have their frozen seniority restored, which was earned in the bargaining unit.
- (B) Any individual currently employed outside the bargaining unit who was previously employed in the bargaining unit, if moved pursuant to this Agreement, back into the bargaining unit, would be credited with all previous bargaining unit seniority.

#### **Section 2 – Continuous Service**

Continuous service shall be employment unbroken by separation from **COUNTY** service, other than by military, Peace Corps, paid leave or **UNION** Leave in accordance with Article 4. Time spent on other types of authorized leave will not count as time of continuous service, except that employees returning from such leave, or employees who were laid off, shall be entitled to credit for service prior to the leave or layoff.

#### **Section 3 – Seniority List**

Employees shall be added to the seniority list upon completion of the probationary period, indicating seniority from the date of hire with Lane **COUNTY**.

- (A) The **COUNTY** shall furnish to the **UNION**, upon request, a current seniority list quarterly.
- (B) In the event of a tie in length of service, seniority will be established by using the most recent merit evaluation. If the most recent merit evaluations are identical, then the Appointing Authority will make the final decision.

## **ARTICLE 16**

### **LAYOFF AND RECALL**

#### **Section 1 – Layoff**

- (A) Bargaining unit employees with the least seniority as defined in Article 15 Section 1 shall be subject to layoff first unless in the **COUNTY's** judgment, the retention of special skills requires layoff on another basis. It shall be understood that on a **COUNTY**-wide basis, initial probationary and temporary employees within the affected classification or any lower classification in the classification series shall be removed from **COUNTY** employment before a layoff of permanent employees occurs. If approved by the **COUNTY**, an employee may elect to be subject to layoff even though their seniority may be greater than that of an employee scheduled for layoff.
- (B) Should a layoff or elimination of a position occur, the employee with the least seniority within the affected classification shall move to a lesser classification in the same series within the same department provided that the employee's seniority is greater than that of any employee in the lower classification. Then the least senior employee or employees displaced would have the same right to move to the next lower classification in the same series within the same department.
- (C) Employees subject to layoff shall be given written notification at least fourteen (14) calendar days in advance of the effective date of layoff.

#### **Section 2 – Recall**

- (A) The order in which recall/transfer takes place shall be as follows:
  - (1) Reassignment of duties within department within same classification.
  - (2) Primary recall (recall by seniority to the same classification or any lower position in the same classification series).
- (B) In order to assure proper recall procedures, Human Resources will:
  - (1) Maintain an up to date recall list by auditing the computer-generated data after each run to assure accuracy.
  - (2) When a vacancy occurs for which there are recall candidates, Human Resources will send a notice of recall to the most senior employee on the recall list at the last address on file or their current **COUNTY** work place. The notice shall be in a sealed envelope and delivered in a format where delivery can be verified by the recipient's signature.
- (C) Order of recall preference shall be as follows:
  - (1) Recall to former classification.
  - (2) Recall to lower position in same classification series.
- (D) Employees' responsibilities include:
  - (1) Employees must notify Human Resources of changes in address, phone number or any other information, which would prevent Human Resources from being able to contact the employee when a position becomes available (except for those working for the **COUNTY**).
  - (2) Employees planning to be out of town should notify Human Resources or notify a friend or relative to contact them immediately if they receive a notice of recall.

- (3) If the employee does not respond within 10 calendar days from date mailed, or if the letter is returned as undeliverable because the employee is not at the address shown, the employee shall lose his/her recall rights. The employee is responsible for keeping the **COUNTY** informed of the proper address for service of a recall notice.
- (E) An employee who accepts recall to a lower classification shall retain recall rights to their original classification or original hours in accordance with Section 2 (A) of this Article.
- (F) An employee shall not be required to accept recall to a part-time or temporary position in order to maintain recall rights.
- (G) The **COUNTY** shall furnish the **UNION** with a current list of all bargaining unit employees on layoff status with recall rights.

### **Section 3 – Opportunity for Work During Layoff**

- (A) It is understood that the **COUNTY** will offer employment as provided herein to those on the bargaining unit recall list before filling a temporary bargaining unit level position from a non-recall source.
- (B) The **COUNTY** shall offer employment as temporary positions to employees on layoff within the employees' classifications on the basis of seniority as such positions become available. However, if an employee is offered such a temporary position as provided herein and refuses said offer, the employee will only be eligible thereafter for recall as provided in Section 2 herein.
- (C) In the event that no employee accepts an offer of employment, as provided in subsection 3 (B) above, said employment may be offered to other employees, provided said employees possess the necessary skills, ability and fitness to perform the requirements of the available work. The **COUNTY** shall not be required to offer temporary positions to such employees on the basis of seniority.

### **Section 4 – Protection/Rights During Layoff**

- (A) The seniority of an employee who has completed probation shall be protected for a period of twenty-four (24) calendar months during layoff, provided that such employee has not been given an opportunity to return to work in their same classification. The employee must immediately notify the **COUNTY** of any change in their mailing address. Failure to give notice shall result in the employee relinquishing all rights to recall.
- (B) Notwithstanding the twenty-four (24) month limit above, employees in layoff status, still employed by the **COUNTY** shall have recall rights until they are returned to their original hours or greater in their original classification.
- (C) Employees on layoff status shall have the option of paying for continued health insurance coverage at the **COUNTY** rate. The **COUNTY** shall administer all such payments.

### **Section 5 – Termination for Exhaustion of Non-Occupational Disability Leave**

Employees who have been terminated upon exhaustion of non-occupational disability leave benefits provided under Article 11, Section 4, shall be deemed to have been laid off and shall have recall rights provided that within one (1) year of such termination a written request to be placed on the recall list is made to the Human Resources office. The request must include the employee's statement of willingness to accept regular employment under the terms of this Article and it must be accompanied by a full doctor's release stating clearly and in writing that the physical or mental problems have been corrected to the point where the employee is fully capable of performing the regular duties of the job.

**ARTICLE 17**  
**RELATIONSHIPS**

**Section 1 – Change in Conditions**

- (A) Except as provided for in Paragraph (B) below, all employment relations as defined by ORS 243.650(7) not specifically mentioned in this Agreement shall be maintained at not less than the level in effect at the time of the signing of this Agreement.
- (B) If the **COUNTY** proposes to implement a change in matters within the scope of bargaining as defined by ORS 243.650(7) and not specifically mentioned in this Agreement that would result in more than a de minimus effect on the bargaining unit, the **COUNTY** will notify the **UNION** in writing prior to implementing the proposed change. Upon timely request of the **UNION** (within fourteen (14) days), the following ORS 243.698 shall apply.

**Section 2-Savings Clause**

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

**Section3- Waiver**

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as otherwise specifically provided in this Agreement, the **COUNTY** and the **UNION**, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter covered by this Agreement without mutual consent.

**Section 4-Individual Agreements**

The **COUNTY** agrees not to enter into any agreement or contract with bargaining unit employees, individually or collectively, that in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

**Section 5-Labor Relations Committee**

- (A) The parties agree to establish a Joint Labor Management Relations Committee to discuss in good faith on going labor-management issues and to provide input to the **COUNTY** on matters of mutual interest that would serve constructive purposes including, but not limited to, increased productivity, employee morale, mutual problem-solving and further the goal of general **UNION**-management cooperation.
- (B) The Committee shall consist of an equal number of participants, not to exceed three (3) on each side. Each side shall select its own representatives, provided, however, that one of the **UNION's** representatives shall be the **UNION's** staff representative and one of management's representatives shall be the **COUNTY's** Labor Relations Program Supervisor.
- (C) The Committee shall normally meet at least every other month, or less by mutual agreement. Either party may request a meeting of the Committee to be held at a mutually convenient time and place and such meeting shall, if at all practicable, be scheduled within fourteen (14) days. Topics for discussion shall be exchanged prior to any meeting and either party may refuse to discuss any matter. The Committee shall no authority to amend the terms of this Agreement.

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- (D) Topics shall include organizational effectiveness, quality improvement, improving the quality of work life in the work unit, including case loads, and problem solving.

## **ARTICLE 18**

### **TERMINATION**

#### **Section 1 – Duration**

Unless specifically noted within this contract this Agreement shall become effective upon ratification by both parties and shall remain in effect until and including June 30, 2012, and thereafter shall continue in effect from year to year, unless one (1) party gives notice in writing to the other party of its desire to terminate, or modify the Agreement at least ninety (90) calendar days prior to June 30, 2012, or if no such notice is given at such time, before June 30 of any subsequent anniversary.

#### **Section 2 – Notice**


If either party serves written notice of its desire to terminate or modify provisions of the Agreement, such notice shall set forth the specific item or items the party wishes to terminate or modify, and the parties shall commence negotiations at least ninety (90) calendar days prior to the expiration of the Agreement except by mutual consent.

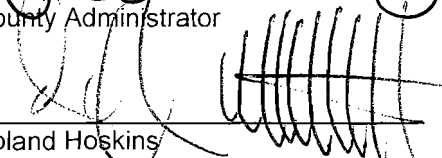
#### **Section 3 – Force of Agreement**

During the period of negotiations, this Agreement shall remain in full force and effect.

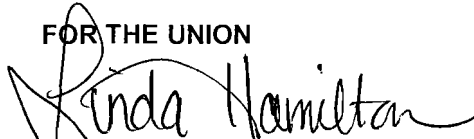
IN WITNESS WHEREOF the parties hereto have set their hand this 4<sup>th</sup> day of December 2009.

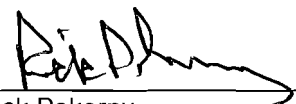
**FOR THE COUNTY**

  
\_\_\_\_\_  
Jeff Spartz  
County Administrator

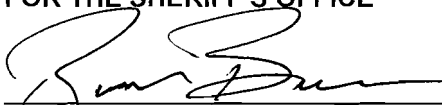
  
\_\_\_\_\_  
Roland Hoskins  
Labor Relations

**FOR THE UNION**

  
\_\_\_\_\_  
Linda Hamilton  
FOPPO President

  
\_\_\_\_\_  
Rick Pokorny  
FOPPO Vice President

**FOR THE SHERIFF'S OFFICE**

  
\_\_\_\_\_  
Russ Burger  
Sheriff

Bargaining Unit Team Members:

**County:**

Roland Hoskins; ; Tom Turner; Joan Copperwheat; Beth McAllister; Debra Zacharias; Doug Hooley; Liane Richardson; Valerie Sanchez

**Union:**

Rhonda Fenrich, Garretson, Gallagher, Fenrich & Makler; Linda Hamilton; Rick Pokorny; Larry Evenson

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## **APPENDIX A**

### **Flex-Staffed Classification Series**

Parole/Probation Officer 1  
Parole/Probation Officer 2

**SCHEDULE A**

Report ID: LPRS011A

Lane County  
HUMAN RESOURCES DEPARTMENT  
COMPENSATION PLAN EFFECTIVE 12/03/2009  
SALARY ADMIN PLAN: PPO  
SORTED BY JOB CODE DESCRIPTION

Page No. 1  
Run Date 12/03/2009  
Run Time 10:55:12

| BGU | SAL PLAN | GRADE | *=Jobcode<br>JOB CODE | exempted from paid overtime<br>TITLE | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | STEP 10 |
|-----|----------|-------|-----------------------|--------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|
| 17  | PPO      | 027   | F022                  | Parole/Probation Officer 1           | 18.97  | 20.04  | 21.16  | 22.35  | 23.60  | 24.92  | 26.32  |        |        |         |
| 17  | PPO      | 031   | F023                  | Parole/Probation Officer 2           | 20.94  | 22.12  | 23.36  | 24.66  | 26.04  | 27.49  | 29.04  |        |        |         |

End of Report