

AGREEMENT

BETWEEN

WASHINGTON COUNTY

AND

**FEDERATION OF OREGON PAROLE AND PROBATION
OFFICERS**

2022-2026 Agreement

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PREAMBLE

This Agreement is entered into by Washington County, hereinafter referred to as the “Employer,” and the Federation of Oregon Parole and Probation Officers, hereinafter referred to as the “Federation.”

ARTICLE 1 – DEFINITIONS

- 1.1 “Employee” means any person employed by the County who fills a position in one of the classifications listed in the Recognition Article.
- 1.2 “Day,” for purposes of computing time, refers to a calendar day unless otherwise specified herein.
- 1.3 “Federation Representative” is an employee designated by the Union in writing to the County who may represent the bargaining unit in one or more matters included within the Agreement.
- 1.4 “Probationary Period” means a working test period of twenty-six (26) qualified payroll periods during which an employee is required to demonstrate by actual performance of the duties, fitness for the position (thirty-nine (39) for employees hired as a PPO I).
- 1.5 “Career Employee” means an employee who has successfully completed the initial probationary period following appointment to County service.
- 1.6 “Probationary Employee” means an employee who has not completed the probationary period following initial appointment to County service.
- 1.7 “Career Probationary Period” means a working test period of twenty-six (26) qualified payroll periods following a promotion from Parole and Probation Officer II to III, or promotion into the bargaining unit from a position outside of the bargaining unit, during which an employee is required to demonstrate by actual performance of the duties, fitness for the position.
- 1.8 “Career Probationary Employee” means an employee who has not completed the career probationary period consisting of the first twenty-six (26) qualified payroll periods following promotion from Parole and Probation Officer II to III, or from a position outside of the bargaining unit.
- 1.9 “Qualified Payroll Period” means a two-week payroll period in which the employee has not had more than one (1) work day (the lesser of eight (8) hours or the number of hours an employee is regularly scheduled to work within a twenty-four (24) hour period) in a non-pay status. A new employee may be credited with a qualified payroll period following initial appointment in the first half of the payroll period even though having non-pay status in excess of one (1) work day, so long as the employee works all the remaining workdays in the first payroll period.
- 1.10 “Immediate Family,” as used in this agreement, includes a same sex domestic partner.

ARTICLE 2 – RECOGNITION

The Employer recognizes the Federation as the exclusive bargaining representative for employees of the Department of Community Corrections in the classifications of Probation and Parole Officer. The term “employee” means any person employed one-half (1/2) or more of the regular full-time work schedule in a regular position and does not include persons who are employed for a specified period or project of less than six (6) months’ duration, persons holding temporary appointments as defined in County personnel rules, supervisory employees, and confidential employees as defined by the Collective Bargaining Act.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.1 The parties agree that all rights and decision-making prerogatives incident or in any way related to management of the department are retained by the County unless modified by a specific provision of this Agreement.
- 3.2 The County shall have no obligation to process a grievance relative to any right or decision-making prerogative which is retained by the County, including any decision related thereto, the implementation of any such decision, or the effects thereof. The rights and prerogatives of the County not modified or given up by a specific provision of this Agreement are deemed to be among those rights and prerogatives which are retained by the County. The rights of employees and of the Union are those which are specified under a specific provision of this Agreement.
- 3.3 By way of illustration, the exclusive rights and decision-making prerogatives of the County shall include the following:
 - a. To determine the services and level of services to be provided by the department and priorities between services and functions.
 - b. To direct and supervise all operations and functions, to establish policies of the department, and to modify such operations, functions, and policies as they may affect employees in the bargaining unit.
 - c. To organize or reorganize the structure, work, or reporting relationships within the department.
 - d. To determine the need for a reduction or an increase in the work force and whether or not a vacancy exists for purposes of this Agreement.
 - e. To establish, revise, and implement standards for hiring, classification, promotion, work load and quality of work within each category of service, safety, and procedures.
 - f. To assign and distribute work duties.
 - g. To determine schedules of work.
 - h. To contract or subcontract work provided that the County will provide thirty (30) day notice of any pending decision to contract or subcontract, will afford the union an opportunity to discuss the matter and propose alternatives during such period, and upon implementation will bargain concerning any substantial impact of such a decision on bargaining unit employees.

- i. To abolish positions.
- j. To hire, promote, and transfer, within the same pay range.
- k. To discipline or discharge for cause.
- l. To determine promotional opportunities and the need for and qualifications of employees, transfers, and promotions.
- m. To determine job descriptions and content.
- n. To determine the policies and procedures incident to classification of offenders and the assignment of offenders for supervision.

ARTICLE 4 – HOURS OF WORK

- 4.1 It is recognized by both parties that employees in the bargaining unit may work irregular hours in the performance of their duties. The official pay period shall consist of a fourteen-day period, beginning at 12:01 a.m. every other Saturday. The normal pay period is eighty (80) hours, falling within the fourteen-day period.

- 4.2 Consistent with the best interest of providing adequate and effective service and operating requirements, as determined by the County, all employees will work according to the written work schedules established after discussion between the supervisor and the employee. Employees' regular work schedule may be 5-8, 4-10 or 9-80. The supervisor shall consider the desires of the employee, but the decision of the supervisor will be final. It is recognized by the parties that parole and probation officers may work irregular hours in the performance of their duties. If it is necessary that an employee's schedule be changed the employee and the supervisor shall discuss the matter before altering the work schedule. The decision of the supervisor will be final. Work schedules shall be in accordance with the determination of the County as needed to provide necessary coverages, service levels and requirements of the County, its citizens, courts, and related criminal justice agencies. The decision of supervisor will be final in matters related to scheduling and flex time, provided that if an employee believes such a decision to be arbitrary and capricious, they may utilize the procedures of the parties' grievance procedure, through Step 3.

- 4.3 It is also recognized that parole and probation officers may be called upon to respond to caseload needs and work-related emergencies outside of the established work schedules. Employees will receive a minimum of thirty minutes or the time worked whichever is greater, at the overtime rate. Multiple calls received within the thirty-minute period are considered part of the thirty minute minimum. Additional calls after the thirty-minute period will result in another thirty minute minimum. In such circumstances the employee shall respond immediately and take appropriate action in accordance with established County policy and procedures. The employee shall consult with their supervisor as soon as possible under the circumstances. The employee shall have the choice of accruing overtime, flex-time or compensatory time off for this time in accordance with Article 5.

- 4.4 Flex workweek schedules may be utilized in the discretion of County provided that adequate coverage is maintained. The minimum number required to provide adequate coverage will be as determined by the County.

4.5 Telecommuting: The County agrees that it will apply its Telecommuting Policy, as that policy may be updated from time-to-time, to employees in the bargaining unit.

4.6 Job Share: Two full-time employees wishing to share a position shall submit a proposal to the County. Such a proposal shall include a plan for the division of responsibilities. Proposals shall specify the beginning and ending dates if the arrangement is to be temporary. Management shall retain all rights to approve or disapprove a proposal made under this Article. Management shall communicate its decision in writing to the employees within sixty (60) days of the date of the proposal. Management retains the right in its discretion to discontinue a job share as provided below:

If the County determines to discontinue a job share arrangement the participants will be provided with a minimum notice period of sixty (60) calendar days. If one of two job share participants withdraws from the arrangement for any reason the job share will be continued for an additional thirty (30) calendar days from notice thereof to afford the other participant an opportunity to find a job share partner acceptable to the County to continue the arrangement. This period may be extended by mutual agreement.

All insurance and paid leaves shall be provided to each employee on a pro-rated basis. Both employees shall receive salary step increases on an annual basis consistent with the County's performance evaluation process.

4.7 Extra Hours for Job Share Employees: The parties agree that employees employed in job share positions may, with management approval, voluntarily work additional hours on a specific project on a temporary basis.

It is understood that the temporary granting of additional work hours will be for a limited time and will not constitute a permanent change of assignment.

All the job share employees will continue to be paid at their regular hourly rate for all such additional hours. Such additional hours worked will not alter the job share accrual and benefit levels received by the job share employees, including, but not limited to, the following:

- a. The employee will continue to accrue sick and vacation leave at half the rate of a full-time employee. There will be no incremental increase in accruals as a result of extra hours worked, except as otherwise required by law.
- b. If the employee is paying half the cost of medical benefits, she/he will continue to do so, regardless of extra hours worked.

It is understood and agreed that job share employees will be extended extra hours solely at the County's option and the employee does not have a right to such hours. The County reserves the right to discontinue this practice at any time.

4.8 Temporary or Variable Hour Employees: The County, at its discretion, may fill a Temporary employment assignment as defined in the Washington County Personnel Rules and Regulations (Article 4.5.5)

Employees filling Temporary assignments are designated at-will and can be employed for up to six (6) months in a calendar year. Their employment can be ended at any time at the discretion of the County. The County will provide notification to FOPPO when a Temporary assignment is filled. If the Department determines that business needs require an employee to continue employment for longer than six (6) months, the employee will become a member of the bargaining unit and the County will begin withholding FOPPO dues from the employee's pay in accordance with the collective bargaining agreement.

Employees filling Temporary assignments will be limited to less than 20 working hours per week. Employees filling Temporary assignments will be able to work regularly scheduled shifts and may have regular duties assigned to them including covering a vacant caseload assignment.

In the event that an employee filling a Temporary assignment continues their employment for longer than six (6) months and becomes a member of the FOPPO bargaining unit, the following Articles of the current collective bargaining agreement will not apply:

- Article 6 (Holidays)
- Article 7 (Vacation Leave)
- Article 10 (Health and Welfare and Disability)
- Article 11 (Retirement) – This article will apply to employees filling Temporary assignments only to the extent required by law.
- Article 14 (Discipline and Discharge)
- Article 16 (Grievance and Arbitration Procedure) – only as it relates to the excluded Articles in this agreement.
- Article 17 (Layoff)

The County, at its discretion, may fill a Variable Hour assignment as defined in the Washington County Personnel Rules and Regulations (Article 4.5.7).

Employees filling Variable Hour assignments will be used to cover work shifts of regular staff due to vacations, training, leaves of absence, or other business needs. Employees filling Variable Hour assignments are designated at-will and are not assigned regular work shifts and hours of work will vary week-to-week and may be intermittent and irregular. Their employment can be ended at any time at the discretion of the County. The County will provide notification to FOPPO when a Variable Hour assignment is filled. Hours of employees filling Variable Hour assignments are limited to less than twenty (20) hours per week averaged over a three (3) month period.

Employees filling Variable Hour assignments are not subject to any limitation in duration of employment. The employees filling Variable Hour assignments will not be considered

to be members of the FOPPO bargaining unit at any time, including if their employment exceeds six (6) months.

- 4.9 Parole and probation officers designated in a special skills classification for bilingual services will be compensated at the County designated rate. The County’s bilingual pay policy is under review in 2022. If it is not updated/increased by July 1, 2023, the parties will reopen this section for bargaining.

ARTICLE 5 – OVERTIME

- 5.1 Employees covered by this Agreement will be compensated for overtime on hours worked in excess of 80 hours worked (paid leave counts as hours worked) in a pay period. Employees will earn 1.5 hours of compensatory time for each hour of overtime worked.
- 5.2 Except in emergency situations, all work performed in excess of the regular schedule must be authorized in advance by the supervisor. Emergency overtime work must be reported to the supervisor no later than the employee’s next work day. An employee who works overtime in excess of their 80-hour regular schedule shall have the option of being compensated for the overtime by compensatory time off or cash. Compensatory time off shall be taken as scheduling permits and with the approval of the supervisor. Compensatory time off may be accrued to a maximum of eighty (80) hours, after which any worked overtime shall be paid. Employees may cash out all or part of their compensatory time bank at any time. Nothing in this Article will be construed to modify the basic workweek schedule, an employee’s obligation to account for their time, or the role of the supervisor in approving work outside an employee’s basic daily or weekly work schedule.

ARTICLE 6 – HOLIDAYS

- 6.1 Legal Holidays: The following days are legal holidays to be paid (eight (8) hours) at the regular straight-time rate of pay:

New Year’s Day	January 1
Martin Luther King Day	3 rd Monday in January
President’s Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1 st Monday in September
Veterans’ Day	November 11
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25
One Personal Holiday	(See Section 6.2)

- 6.2 Personal Holiday: Regular full-time employees are entitled to one (1) personal holiday each calendar year. Such holiday is to be taken during the calendar year of service in which the holiday is earned and may not be carried forward into the following calendar year of service. The personal holiday shall be scheduled in accordance with Article 7, Section 2 – “Scheduling Vacations.”
- 6.3 Weekend Holidays: Whenever a holiday falls on Saturday, the preceding Friday shall be considered to be the holiday. Whenever a holiday falls on Sunday, the following Monday shall be considered to be the holiday. Employees working a flex workweek shall receive the same number of holidays as employees working the regular Monday through Friday workweek. Holidays which occur during paid vacation or sick leave with pay shall not be charged against sick leave or vacation.
- 6.4 Holiday Pay: In order to qualify for holiday pay on a particular holiday, the employee must be in paid status on the regularly scheduled day immediately before and the regularly scheduled day immediately after the holiday unless the employee is on protected leave. Work performed on holidays which fall within the employee’s workweek shall be compensated at the premium rate of time and one-half (1-1/2) in addition to the regular holiday pay benefit. Compensation for holidays will be provided to regular, part-time employees of the Employer whose regular work schedule is equal to one-half (1/2) or more of the regular full-time work schedule for County personnel, and such compensation will be based on the same proportion as the hours worked are to the total actual work hours in the month in which the holiday occurs. Except in emergencies, employees shall not perform work on holidays unless such work is authorized by the employee’s supervisor.
- 6.5 Alternate Schedules: Employees who work an alternate schedule whose regularly scheduled work days exceed eight (8) hours in a day may use vacation time and/or flex time to make up the difference between their scheduled work day and the eight (8) hours of holiday pay. Employees will receive holiday pay for all of the holidays listed above, even if the holiday does not fall on the employee’s regularly-scheduled workday.
- 6.6 Additional County-recognized Holidays. In the event the County Board of Commissioners recognizes additional holiday(s) for its non-represented employees, the County will add such additional holiday(s) to the list of holidays contained in Section 6.1, above.

ARTICLE 7 – VACATION LEAVE

7.1 Vacation Accumulation: Full-time employees shall be credited with vacation leave as follows:

No. of Qualified Payroll Periods	Hours of Vacation Leave Per Payroll Period
1 to 130	3.6924
131 to 260	4.6154
261 to 390	5.5385
391 to 520	6.4616
521 and over	7.3847

Part-time employees (one-half (1/2) time or more) will accumulate vacation leave on a pro rata basis in accordance with County policy.

7.2 Scheduling Vacations: Vacation scheduling will be established informally within each team based on the operating needs of the team and the ongoing needs of those being supervised by members of the team, as approved by the team supervisor. In the event of a conflict in employee scheduling, seniority will be the deciding factor. For this purpose teams will be combined so that no team will have less than four POs from which to schedule vacations. There will be no bumping once vacation is scheduled provided that employees, with approval of their supervisor or supervisors, may trade vacation schedules. Vacation schedules may be altered by the County to meet work emergencies to accommodate the request of individual employees, or for other good reason with the approval of the senior PO.

7.3 Accumulation of Vacation Credits: The maximum accrual of vacation leave shall be three-hundred-sixty (360) hours. The parties recognize that the maximum vacation accrual may be altered at a later date pursuant to general County policy and agree to conform to such policy, one-hundred-eighty (180) hours minimum, provided that in such event the parties agree to bargain concerning the transition resulting from a change of such policy. No one will lose the value of accumulated vacation in such event.

Employees who would lose accrued vacation because of the County’s declaration of a work emergency under Section 7.2 will be paid the value of such accumulated vacation as is in excess of the maximum accrual as of the end of the applicable fiscal year.

7.4 Transfer Credits and Payment of Accrued Vacation Pay or Termination:

- a. When an employee is transferred to or appointed to another department of the County, the employee’s accumulated vacation credits shall be transferred with the employee to the gaining department.
- b. An employee who is separated from the County service shall be entitled to cash compensation in lieu of accumulated vacation leave, at the hourly rate they are receiving at the time of the separation. In case of death, compensation for accrued vacation leave shall be paid in the same manner that salary due to the decedent is paid.

- 7.5 In the event of absence for legitimate reasons of illness, an employee may use accumulated vacation upon expiration of accumulated sick leave credits. Nothing in this Agreement will be construed to require the County to grant an unpaid leave of absence under Section 9.2.
- 7.6 The County agrees to make available to the employees of this bargaining unit the vacation donation policy utilized by the non-represented employees. The County will not change this policy as it applies to members of this bargaining unit without first negotiating with the Federation.

ARTICLE 8 – SICK LEAVE

- 8.1 Accumulation: Sick leave shall be earned by each employee at the rate of 0.0462 hours for each hour paid. The maximum accrual of sick leave for any employee shall be ninety-six (96) hours per calendar year. Any unused sick leave may be carried over and used in the following calendar year. Sick leave may be accumulated without limit. When an employee is transferred or appointed to another department of the County, the employee's accumulated sick leave credit shall be transferred with the employee to that department.
- 8.2 Utilization: An employee who is unable to perform by reason of personal illness or injury, necessity of medical or dental care, exposure to contagious disease or for any reason covered by applicable laws and statutes governing the use of sick leave, may utilize accrued sick leave. The employee may be required to provide verification from a health care provider, or other satisfactory evidence of the need to use sick leave or when in the judgment of the supervisor patterns of sick leave utilization or other factors indicate possible sick leave abuse.
- a. Employee's Illness or Injury: For a temporary disability which is predictable, including disability due to pregnancy, the employee shall give the appointing authority sufficient notice to plan for staffing during the employee's absence and shall provide the appointing authority with a written statement from the attending physician estimating the date the leave is to begin. The employee shall notify the appointing authority as soon as the attending physician releases the employee to return to work.
 - b. Critical Illness in Immediate Family: Sick leave taken from existing sick leave accruals may be authorized because of critical illness in the employee's immediate family if the employee's attendance is required.
 - c. Immediate Family: As used in this article, "immediate family" means the employee's spouse or spousal equivalent and their parents, stepparents, adoptive parents, foster parents, biological or adopted children, foster children, sisters, brothers, grandparents, grandchildren, whether or not residing with the employee, and father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and other close relatives who reside in the employee's household.

- 8.3 Required Physical Exam: Should an employee be required by the Employer to undergo a physical examination, the employee shall do so without a loss of pay or benefits, and the Employer shall bear the expense of such examination.
- 8.4 Bereavement Leave: A maximum of three (3) work days may be allowed for each death in the immediate family. This period may be extended to a total of five (5) days where travel requirements necessitate additional time. For the purposes of this Section 8.4, immediate family includes spouse or spousal equivalent and their parents, children, sisters, brothers, foster parent, child or other ward, grandparents, grandchildren, father-in-law, mother-in-law, brothers-in-law, sisters-in-law, sons-in-law, and daughters-in-law. Under exceptional circumstances, bereavement leave may be granted by the Employer upon the death of a person other than the employee's immediate family.
- An employee qualified for leave under the Oregon Family Leave Act (OFLA) will be allowed up to two (2) weeks of unpaid bereavement leave for the death of a family member qualified under OFLA. The two weeks of bereavement leave granted is inclusive of any bereavement leave taken under this section and must be completed within sixty (60) days from the date the employee was notified of the death of the family member. OFLA bereavement leave is to be taken in one continuous block of time.
- 8.5 Restoration of Sick Leave: A bargaining unit employee who is reinstated following a hearing, following layoff of up to twenty-four (24) months, or following expiration of leave without pay for up to twelve (12) months shall have accrued but unused sick leave credits restored.
- 8.6 Notification: An employee who is unable to report to work shall make every reasonable effort to notify their immediate supervisor or available manager within one (1) hour prior to reporting time. In case of continuing absence due to illness or injury the employee shall keep the immediate supervisor advised of the employee's inability to report to work.
- 8.7 Separation: Paid sick leave is provided in the form of insurance against loss of income due to incapacitating illness or injury. No compensation for accrued sick leave shall be provided to any employee separating from County service.
- 8.8 Sick Leave Abuse: Abuse of sick leave by use for purposes other than those stated in this Article 8 may be cause for disciplinary action. Disciplinary action may include a provision that an employee be required to furnish a certificate for each use of sick leave following the proven abuse for a period not to exceed one (1) year.
- 8.9 Sick Leave Without Pay: Upon application of an employee, sick leave without pay up to ninety (90) calendar days may be granted by the appointing authority for the remaining period of disability after earned sick leave has been exhausted. In the event such sick leave exceeds ninety (90) days any extension must be approved by the County Administrator. The appointing authority may require the employee to furnish a certificate issued by a licensed physician or practitioner or other satisfactory evidence of illness.

- 8.10 Immunization and Testing: If, in the conduct of official duties, an employee is exposed to serious communicable diseases which would require immunization or testing, the employee, upon prior notification to the supervisor, shall be provided immunization against or testing for such communicable diseases without cost to the employee where immunization may prevent such disease from occurring. Annual Tuberculin screening shall be required with time and any county health department cost provided for by the county. Should an employee choose to be screened by a private physician, that is an acceptable alternative, and results shall be provided to the county and any healthcare costs incurred by the employee in this instance will be the employee's responsibility.

ARTICLE 9 – OTHER LEAVES

- 9.1 Other Leaves of Absence With Pay: An employee holding a position in the County shall be granted a leave of absence with pay for:
- a. Service with a jury;
 - b. Appearance before a court, legislative committee or judicial or quasi-judicial body as a witness in connection with official County business in response to a subpoena.

An employee holding a position in County service who appears before a court as a witness in response to a subpoena or other direction by proper authority in connection with the employee(s) official assigned duties, or other authorized duties in connection with County business, shall be considered to be acting as an employee of Washington County and shall do so without loss of pay, benefits or legal protection.

- 9.2 Leave of Absence Without Pay: An employee shall not be authorized a leave of absence without pay until all accumulated vacation accruals shall have been applied toward payment for the absence.

The director of the department may grant a leave of absence without pay not to exceed ninety (90) calendar days. Leaves of absence without pay for periods in excess of ninety (90) days must be recommended by the department head and approved by the County Administrator. Request for such leave must be in writing and must establish reasonable justification for approval of the request.

Except as may be required by the Family Medical Leave Act or the Oregon Family Medical Leave Act, employees shall not be credited with a qualified payroll period for leaves of absence without pay of more than one (1) day in a given payroll period. If an employee does not complete a qualified payroll period, they shall not accrue vacation leave, sick leave, or service credit. The employee's anniversary date for the purpose of merit increases and reviews shall be delayed for each payroll period for which they does not qualify hereunder.

- 9.3 Jury Service: In the event of jury service employees will receive full pay in lieu of jury fees. Any jury fees paid to the employee, less mileage reimbursement, will be paid to the

County. If an employee is excused or dismissed from jury service at any time prior to the end of their assigned shift, the employee will contact their supervisor for instructions or assignment.

- 9.4 Military Service: Military leave shall be granted in accordance with federal and state law.
- 9.5 Educational Leave: After completing one (1) year of service, an employee, upon request, may be granted a leave of absence without pay for educational purposes at an accredited school when it is related to his employment. The period of such leave of absence shall not exceed one (1) year but it may be renewed or extended at the request of the employee, when necessary. One (1) year leaves of absence with any requested extension, for educational purposes, may not be provided more than once in any three (3) year period. Employees may also be granted leaves of absence with or without pay for educational purposes, additional lengths of time, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual skill or professional ability, provided it does not interfere with the operation of the County.
- 9.6 Upon thirty (30) days advance notice by the Federation, State Federation officers shall, subject to the operating requirements of the department, be granted leave without pay for a reasonable period of time not to exceed three (3) consecutive working days and not to exceed a total of ten (10) working days for the bargaining unit in any given calendar year for the purpose of conducting Federation business which takes them away from their employment.
- 9.7 Family medical leave shall be granted consistent with state and federal law, and County policy.
- 9.8 Workers' Compensation Supplement: Employees are insured under the provisions of the Oregon State Workers' Compensation Act for injuries received while at work for the County. The day of injury shall be considered a workday and the employee will receive their normal salary for that day.

Any employee who shall sustain any injury which is compensable under any workers' compensation law, in addition to such compensation as may be paid to them, shall receive from the County, in lieu of wages, the difference between such compensation payments and the amount of their regular straight time wages for state and federal income taxes and social security contributions for a period not to exceed one hundred eighty (180) days from the date upon which such workers' compensation payments commence, provided that the supplement will result in total wages which are not more than \$10 less than the employee's regular net pay.

Thereafter, the employee may use accrued leave to cover the difference between workers' compensation payments and the employee's net pay as determined above.

- 9.9 Assignment to Transitional Duty: An employee who is unable to perform the regular duties of their position because of a compensable injury may be assigned by the County to other work which they are qualified and physically able to perform, whether such work is or is not of a type normally performed by employees in the bargaining unit. The County may assign an employee to job modification or transitional duty if the County determines this to be in the best interest of the County and the employee. The positions are temporary, not lasting more than 120 working days. Employment in transitional duty shall not cause a reduction in the employee's normal level of compensation or benefits. The employee will receive his or her regular compensation and benefits while working in a modified or transitional duty assignment. The County reserves the right to discontinue or change any such assignment at any time.
- 9.10 Managed Care Organization: Employees who sustain an injury which is compensable under any workers' compensation law shall participate in the County's MCO program.

ARTICLE 10 – HEALTH AND WELFARE AND DISABILITY

- 10.1 The County agrees to provide employees a choice between a standard PPO option and a standard HMO option, which as of 2022 are the standard medical insurance plans for the Providence Open Option or Kaiser Permanente; or a choice of reasonably comparable overall benefits offered by other carriers. Coverage under these plans is subject to the carriers' eligibility requirements. The County agrees to provide dental and vision insurance similar to coverage currently offered, subject to the following:

FOPPO may appoint two members to the wellness points work group of the County Wellness Committee. The work group will seek information and input from the County's benefits consultant as it determines the wellness point system. In the event the work group is unable to reach a consensus on the wellness point system, the system shall be determined by the County and will be subject to interim bargaining with the Association under ORS 243.698, except that the interim bargaining period shall be shortened to thirty (30) days.

Effective January 1, 2022 through the duration of this agreement, the County will provide the following health insurance options:

PPO: Low Deductible Plan, High Deductible Plan.

HMO: Low Deductible Plan, High Deductible Plan.

Effective January 1, 2022, each plan under the PPO and HMO will have its own established rate based on actuarial cost of the plan. The County's maximum contribution for medical, dental and vision will be 90% of the plan selected by the employee.

For those employees who meet the Wellness Points requirement for plan year 2022, the County's maximum contribution for medical, dental and vision will be 95% of the plan selected by the employee.

To qualify for the higher County contribution, the employee will meet wellness point requirements as determined by a work group of the County Wellness Committee. The wellness point program was implemented in January 2014. Wellness points earned in each calendar year will determine the employee's premium contribution rate for the following calendar year.¹

Medical insurance contributions are based on tiered rates depending on the level of coverage selected by the employee (e.g., employee only, employee plus spouse, full family coverage, etc.).

Should health insurance premiums for the plan year 2023, 2024, or 2025 increase by 10 percent (10%) or more over the preceding year, either the County or the Association may reopen discussion concerning the restructuring of contribution rates and/or a restructuring of benefit plan design. The parties agree to a forty-five (45) day mid-term bargaining period in the event a reopener is exercised.

- 10.2 The County agrees to establish a VEBA account for each eligible employee, effective January 1, 2014. The County will contribute \$32.84 per pay period to each eligible employee's VEBA account. The VEBA contribution will be adjusted to \$34.32 in the first pay period following July 1, 2022, or ratification, whichever is later. The VEBA contribution will be adjusted in the first pay period in July 2023, July 2024, and July 2025 by a percentage equal to the percentage of the COLA adjustment provided for in Appendix A.

VEBA accounts are administered in accordance with Internal Revenue Code Section 501(c)(9). The employee, and not the County, shall be responsible for any tax due on non-qualified distributions from their VEBA accounts.

Definition of Eligible employee: For purposes of this provision, the term "eligible employee" shall mean an employee who completes the VEBA enrollment process and is enrolled in one of the County's medical plans or other qualified group health plan.

- 10.3 Opt Out Provision: The County will provide a contribution to a VEBA account in the amount of \$125 per month (paid on the first two pay periods of the month) for eligible employees that choose to opt out of the County's medical, dental and vision insurance plans. In order to qualify for the Opt Out contribution, the employee must provide proof that they are covered by another qualified group health plan that meets the minimum value requirements set forth in the Affordable Care Act.
- 10.4 Long-Term Disability: The County will continue to provide bargaining unit employees with a long-term disability plan that insures a maximum of 60% of their pre-disability earnings or \$2,500, whichever is less. The insurance will provide salary protection following the longer of 90 days continuous total disability or the exhaustion of the employee's sick leave benefits.

¹ FOPPO agrees that it will encourage its members to participate in the Wellness Point Criteria as determined by the Wellness Points Committee.

- 10.5 As of the first day of the month following one full month of employment the County will provide group term life insurance coverage on the life of each regular full-time bargaining unit employee in the amount of a \$50,000 death benefit payable to the beneficiary or beneficiaries designated by the employee. As of the same date the County will provide term life insurance coverage on the life of each eligible employee's dependent children, age six (6) months to 21 years, in the amount of a \$1,000 death benefit. The employee shall designate in writing the name of any dependent children to be covered by such insurance.
- 10.6 Eligibility: Bargaining unit employees will be eligible for coverage under the medical-hospital, dental, life insurance, and long-term disability plans as of the first of the month following thirty (30) days of continuous employment.
- 10.7 Tort Claim Defense Indemnification: The County shall defend and indemnify employees covered by this Agreement against claims and judgments incurred in or arising out of this performance of their official duties, subject to the limitations of the Oregon Tort Claims Act, ORS 30.260-30.300.
- 10.8 The County intends to establish a County-wide health benefit committee during the term of this Agreement to explore options to the issues of health benefit cost containment and benefit levels. When such committee is established, the Union will be afforded one representative on the committee, without loss of pay.

ARTICLE 11 – RETIREMENT

- 11.1 The County shall continue to participate in the Public Employees Retirement System (PERS) for employees eligible to participate in the system. The County shall participate in the Oregon Public Service Retirement Plan (OPSRP) for all other employees.

Employees under this agreement shall contribute six percent (6%) of their salary for their retirement to be withheld, as with other payroll withholdings and thereafter the County, for the purpose of Internal Revenue Code Section 414(h)(2), as a pre-tax contribution, shall direct the employees' six percent (6%) contribution to the employee's PERS account or into the employee's transition account established under the OPSRP Plan, whichever is appropriate.

No employees covered by the collective bargaining agreement shall have the option of receiving the salary payment and paying the PERS or OPSRP contribution directly, and an employee's reported salary on the W-2 form for tax purposes will be reduced by the amount of the employee's contribution.

If any provision of this agreement is held invalid for any reason by a court or administrative body having competent jurisdiction, the remaining provisions shall remain valid and in full force and effect.

- 11.2 Police and Fire Retirement Program: The County will continue to treat members of the bargaining unit as police officers for purposes of PERS/OPSRP coverage and benefits so long as permitted to do so by each respective system and, subject to approval by each system, and will participate in the Police and Fire Retirement Program through payroll deduction.
- 11.3 Deferred Compensation Program: The County agrees to permit withholding for employee participation in the Washington County deferred compensation program or programs.

ARTICLE 12 – WAGES

- 12.1 Salary Schedules: Compensation shall be in accordance with the Salary Schedule attached hereto as Appendix A.
- 12.2 Administration of Compensation Plan:
- a. Rates of Pay: Each employee shall be paid at one of the rates in the salary range for the classification in which they are employed.
 - b. Entrance Salary: An employee shall be appointed at the entry rate for the classification in which they are employed unless a higher entry rate is determined in the discretion of the County.
 - c. Salary Increases: Salary increases are expressly contingent on satisfactory performance as determined by the department head. Employees shall be eligible for in-range merit salary increases on the first day of the payroll period following their established anniversary date, or at a later date if a merit increase is withheld due to unsatisfactory service or in the event of promotion as provided herein, until such time as the top step of the salary range is attained. The eligibility date for the purpose of this section shall be the date upon which the employee is granted their first in-range merit increase to the second step in their range. This eligibility date may be changed as a result of the timing of further in-range merit increases, including merit increases which have been delayed due to unsatisfactory performance, promotions, or reclassifications. Unqualified payroll periods will not be counted as continuous service for purposes of this Article 12.
 - d. Eligibility for Salary Increases: A new employee shall be advanced to the second step of the salary range for their classification on the first day of the payroll period following twenty-six (26) continuous qualified payroll periods of satisfactory performance in their class.

- e. Denial of Merit Salary Increases: Employees who are not rated as “competent” in any overall performance appraisal shall not receive a merit salary increase. The employee’s immediate supervisor shall give notice to the affected employee prior to the employee’s eligibility date. The notice shall include the reason(s) the merit salary increase is being withheld.
- f. Movement to a Higher Classification: When an employee is promoted or reclassified to a position in a classification with a higher maximum salary rate, he/she shall be placed on a step in the new range effective the first day of the payroll period following such promotion, that will provide the equivalent rate of a one-step salary increase but no less than the minimum step of the new range. The date of such promotion or reclassification shall establish a new anniversary date for subsequent salary increases.
- g. Transfers: When an employee is transferred by the Employer to another position in the same classification with the same salary range, the rate of pay remains the same. Such employees shall retain the established eligibility date for salary increases.
- h. Working Out of Classification: Any employee designated as acting in a capacity of a position in a classification higher than the employee’s regular classification shall receive a one-step increase in pay or the minimum step of the higher range, whichever is greater, for that position after ten (10) continuous working days in such assignment. Any such assignment shall be with the approval of the employee.

12.3 Assignment Pay:

- a) FTO Pay: An employee assigned in writing and as directed by department management to be a field training officer (FTO) shall be paid an additional 2.5% of their base pay per pay period. This amount will be increased to 5% of their base pay per pay period during any period in which the employee is assigned to work with a trainee as an FTO.
- b) Other Trainer Pay: Employees assigned in writing and as directed by department management to provide Defensive Tactics Training or Motivational Interviewing Training shall be paid an additional amount equal to 5% of their base pay while providing the training. Employees also will be paid this 5% premium for a reasonable amount of preparation time, which will be determined in advance by department management. Employees providing other types of training may be eligible for the Trainer Pay, as determined by management, in writing and in its discretion. In exercising management discretion, the parties agree that training for which management approves outside “train the trainer” courses after ratification of the 2019-2022 Agreement, or that requires a curriculum, typically will qualify for Trainer Pay when the employee provides training to other employees as described in this section. Examples include LSCMI and WRNA training.

- c) The parties agree that nothing in this section requires that FTO or other training duties be performed by bargaining unit employees.

12.4 Certification Pay: Effective the first full pay period following July 1, 2022, employees possessing an Intermediate Certificate as a Parole and Probation Officer from DPSST shall receive an additional amount equal to 1.25% of their base pay. Effective the first full pay period following July 1, 2023, employees possessing an Intermediate Certificate as a Parole and Probation Officer from DPSST shall receive an additional amount equal to 1.5% of their base pay. Effective the first full pay period following July 1, 2024, employees possessing an Advanced Certificate as a Parole and Probation Officer from DPSST shall receive an additional amount equal to 2.25% of their base pay. Effective the first full pay period of July 1, 2025, employees possessing an Advanced Certificate as a Parole and Probation Officer from DPSST shall receive an additional amount equal to 2.5% of their base pay.

ARTICLE 13 – SAFETY

13.1 General Policy: The County believes that safe working conditions for each employee can be attained through use of safety equipment, by proper job instruction, frequent review of safe work practices and adequate supervision. The purpose of this section is to define County policy and establish responsibility for the administration and coordination of an effective safety program.

13.2 General Responsibility:

- a. County Responsibility: The County recognizes the need for the development of safe working practices.
- b. The County will provide to each officer:
 - i. smart phone;
 - ii. personal jackets identifying the employee as a Parole Officer;
 - iii. personal protective vests;
 - iv. OC spray (following training);
 - v. Within 90 days of ratification of the 2019-2022 Agreement, a new Galls personal duty belt or similar, including accessories for required equipment, or a 511 Taclite vest, or similar.
- c. The County will also:
 - i. maintain a pool of vests to be used by new officers or other officers who choose to participate in field operations;
 - ii. provide no fewer than twenty (20) fully functional police band radios to be available for check-out on a daily basis as required in the field;
 - iii. provide no fewer than fifteen (15) stun devices to be available for check-out on a daily basis as required in the field.

- iv. provide annual training which shall meet or exceed DPSST requirements to maintain Probation and Parole Officer certification, not to include firearms training;
- v. provide two fully functional and operational vehicles for transporting offenders to jail and community agencies (the second transport vehicle will be operational by June 30, 2020);
- vi. provide training on the use and first aid response for over-the-counter chemical agents approved by the County on an annual basis thereafter. Staff who complete this training may carry these chemical agents while on duty. Staff may use these agents when necessary for self-defense or defense of others when appropriate under the circumstances. In the event that chemical agents are used in the performance of official duties, the circumstances will be subject to departmental review. Such use must be reported to the appropriate supervisor no later than the next working day; and
- vii. No later than June 30, 2020, provide one Toughbook, pre-programmed with CAD, for each department vehicle.
- d. The County will provide an allowance to employees for a gym membership, up to \$25 per month. Employees shall provide proof of the cost of gym membership in order to receive the monthly allowance.
- e. Supervisory Responsibility: All supervisors will consider it an essential part of their job to administer the safety program.
- f. Employee Responsibility: All employees are required as a condition of their employment to follow all established safety practices. Failure to follow such practices may be cause for disciplinary action.
- g. Hazards: Safety hazards brought to the attention of the County will be investigated and appropriate action taken as deemed appropriate to remedy the hazard by the County.
- h. The cost of CPR and First Aid training, if required by the County, will be paid for by the County.

13.3 If a Parole and Probation Officer has good cause to believe that their caseload has reached a level over a substantial period that creates a safety risk to the Parole and Probation Officer, he/she may raise the issue with the supervisor. The supervisor will give consideration to workload concerns raised by the Parole and Probation Officer and will explore possible alternatives.

ARTICLE 14 – DISCIPLINE AND DISCHARGE

- 14.1 General Principles: Corrective and/or disciplinary action shall only be imposed on Career Employees for just cause. Progressive disciplinary action shall be employed, provided that the severity of the offense may warrant the imposition of disciplinary action at any stage of progressive discipline, including immediate termination. Disciplinary action issued to Career Employees shall be subject to the grievance procedure upon the filing of a written grievance at Step 2 under Article 16 within ten (10) working days of such action. Disciplinary action issued to Probationary Employees shall not be subject to the grievance procedure.
- 14.2 Corrective Action: Oral reprimands are a procedure for the purpose of achieving behavior or performance modification, are not considered disciplinary in nature and are not subject to the grievance procedure.
- 14.3 Disciplinary Action: Disciplinary action may include the following:
- a. Written Reprimand: Written warnings are considered a warning procedure and serve the purpose of placing an employee on official notice that failure to take corrective action will result in more severe disciplinary action. Written reprimands shall be made a part of an employee's personnel file for all purposes. Employees may attach written responses to written reprimands by submitting such response within ten (10) working days.
 - b. Suspension Without Pay: Suspension is a commonly used form of discipline when written warnings have not achieved the desired results; however, it may be used sooner, and the Employer may omit steps of progressive discipline when, in the Employer's judgment, the employee's misconduct is of such severity that demotion or dismissal action is required. Suspensions shall not exceed thirty (30) days unless the result of an arbitrator's award.
 - c. Demotion: Demotion, either in pay or to a lower classification, or both, may, at the Employer's option, be used as a form of discipline when other corrective measures or suspension have been used and the County believes the severity of the issue does not warrant discharge. Demotion either in pay or to a lower classification is an optional form of discipline to be imposed primarily in performance related disciplinary action. The Employer may omit this step if the misconduct is of such severity that an immediate dismissal action is required.
 - d. Dismissal: The parties jointly recognize that the professional truthfulness, honesty, and integrity of parole and probation officers are essential to effective performance. Consequently, the County may dismiss, for just cause, including but not limited to stealing, lying in the line of duty, willful falsification of forms or other official documents, willful omission of material fact, personal possession or use of an illegal controlled substance, and law convictions which would interfere with an employee's ability to perform as a probation and parole officer. The Employer may omit steps of

progressive discipline when the employee's misconduct is included above or is of such severity that an immediate dismissal action is required.

14.4 Disciplinary Notice: When the department determines that disciplinary action is appropriate, the employee shall be given written notice thereof with a copy to the Union. The notice shall include:

- a. A statement of conduct in question, inadequate performance or other cause for discipline along with a copy of the final investigation including mitigating and exculpatory evidence; and
- b. A statement of the disciplinary action to be taken.

14.5 Pre-Dismissal Notice: When the department believes just cause for dismissal exists, the department shall give the employee whose dismissal is under consideration written notice containing:

- a. A statement of alleged improper conduct, inadequate performance, or other cause for discipline engaged in by the employee;
- b. A statement that dismissal is being considered as a possible sanction to the stated alleged improper conduct, inadequate performance, or other cause; and
- c. A statement of the time (a minimum of five (5) scheduled workdays) within which the employee may choose to respond to the statement of cause and the statement of discipline under consideration.

14.6 Administration of Discipline: Discipline shall be administered in a manner which will not unduly embarrass the employee, consistent with the circumstances involved.

14.7 Internal investigations will be conducted in accordance with the Office's internal investigation procedures. The Union may designate up to two representatives to participate in any interviews conducted with the subject of the investigation, provided the subject of the investigation has requested union representation. The Union may not designate a representative who is a subject of, or potential witness in, the investigation. The designated Union representative may not be required to disclose, or be subject to discipline for refusing to disclose, information related to noncriminal matters received from the officer in the course of representing the officer in the investigation.

Prior to the interview, the interviewer will inform the employee who is the subject of the investigation, and the Union representative (if one is present), about the allegations being investigated. The interviewer and the employee being investigated may record the interview. The parties agree that in any such interview where two representatives are present, the Union shall designate one of the representatives as the spokesperson for the Union.

Prior to any changes in the internal investigation procedures, input will be solicited from the Union, and changes that are mandatory subjects of bargaining shall be subject to bargaining requirements under ORS 243.650, *et seq.*

ARTICLE 15 – GENERAL PROVISIONS

- 15.1 Nondiscrimination: The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, creed, sex, physical or mental handicap, national origin, Federation membership or absence thereof, or political affiliation.
- 15.2 Bulletin Boards: The Employer agrees to authorize the use of bulletin board space in convenient places to be used by the Federation in communicating with employees. The Federation shall limit its posting of notices and bulletins to such bulletin boards and contents of such notices and bulletins shall be limited to the posting of factual information as it relates to employees and the business of the Federation. Such posting shall not be of a public political nature.
- 15.3 Meetings: Meetings between the Employer and the Federation may be held, if practicable, during regular working hours, on the premises of the Employer. Time spent in such meetings shall be treated as working time and will be compensated by the County except as provided in Article 20.2. The number of participating employees representing the Federation, exclusive of any aggrieved employee, shall be limited to two (2).
- 15.4 Negotiations: Prior to the date set for reopening of this Agreement under Article 28, the Federation shall notify the Employer of the employees on its bargaining team. Three (3) employees shall be given time off for attending scheduled negotiation sessions. Such time off shall be treated as working time and will be compensated by the County. The Employer shall not incur an overtime obligation as a result of employees attending negotiation sessions.
- 15.5 Federation Representatives:
- a. The Employer agrees that accredited representatives of the Federation, upon reasonable and proper introduction and notice, shall, with departmental approval, have reasonable access to the premises during working hours to conduct business with the County within the scope of employment relations.
 - b. The Federation representatives shall have reasonable access to employees provided such activity shall not interfere with the regular work routine.
- 15.6 Use of Building Facilities: The Federation or committees of the Federation shall be allowed the use of the facilities of the County for meetings when the facilities are available and the meetings would not conflict with the business of the department or County.
- 15.7 Clothing Reimbursement: The County agrees to reimburse an employee for the reasonable cost of clothing, prescription glasses or equipment required to work that is damaged while the employee is on duty and engaged in work on behalf of the County, and the damage was not due to employee negligence. Reimbursement for damages to prescription glasses shall be limited to no more than \$300, and reimbursement shall be limited to costs not covered by vision insurance.

- 15.8 County Clothing: The County will provide each new employee with a County-issued polo or sport shirt upon hire.

ARTICLE 16 – GRIEVANCE AND ARBITRATION PROCEDURE

- 16.1 Scope of Grievance Procedure: Any grievance or dispute which may arise between the parties, regarding the application, meaning or interpretation of this Agreement, may be settled as set forth below.

- 16.2 Grievance Procedure: Should an employee or the Federation believe that rights under this Agreement have been violated, the matter shall be reported by the employee to their supervisor, or at the employee's option, any other department manager including the department head, within eleven (11) working days of the date the employee knew or reasonably should have known of the occurrence giving rise to the grievance, but in no event longer than ninety (90) calendar days from the date of occurrence.

Step 1: If not resolved informally on this basis between the employee and supervisor, the employee or the Federation, shall, within ten (10) working days of the date of such grievance, submit the matter, in writing, to the employee's immediate supervisor and to the Personnel Division. The written grievance shall include:

- a. The name and position of the employee.
- b. The date of the circumstances giving rise to the grievance.
- c. A clear and concise statement of the grievance including the relevant facts necessary to a full and objective understanding of the employee's position.
- d. An explanation as to how the Association and/or the employee believe that the Agreement has been violated, including the specific provision or provisions of this Agreement alleged to have been violated.
- e. The remedy or relief sought by the employee.
- f. Within ten (10) working days after receipt of such report, the immediate supervisor shall attempt to resolve the matter and submit answer, in writing, to the employee and Federation.

Step 2: If the grievance has not been settled, it may be presented in writing by the Federation to the department head within ten (10) working days after the supervisor's response is due. The department head or their designee shall respond to the Federation in writing within ten (10) working days.

Step 3: If the grievance has not been settled, it may be presented in writing by the Federation to the office of the County Administrator within ten (10) working days after

the Department Head's response is due. The County Administrator or their designee shall respond in writing within ten (10) working days from the date of such submission.

Step 4: If the grievance still remains unresolved, the Federation may submit the matter in writing to binding arbitration but must do so within ten (10) working days after the County Administrator's response is due.

- 16.3 Arbitration: The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Federation within ten (10) working days after notice has been given. If the parties fail to select an arbitrator, the State Employment Relations Board shall be requested by either or both parties to provide a panel of eleven (11) Oregon or Washington arbitrators. A flip of the coin shall determine which party shall strike first. The parties shall each alternately strike names from the list until only one name remains. The remaining name on the list shall be the arbitrator. A hearing will be scheduled as soon as possible by mutual Agreement of the parties and the arbitrator. The power of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated and to resolve the grievance within the terms of this Agreement. The arbitrator shall not add to, subtract from, modify, or alter the terms or provisions of this Agreement. The decision of the arbitrator shall be binding on both parties. The arbitrator's fee and expenses shall be paid by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as, in the arbitrator's judgment, is equitable. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.
- 16.4 Time Limits: Any or all time limits and steps specified in the grievance procedure shall be binding on all parties. Failure to comply with a time limit shall resolve the grievance at the step involved in favor of the other party, provided that such resolution shall be without precedent. The time limits and procedures specified in this Article may be extended or waived by written mutual agreement of the parties.
- 16.5 Disciplinary Action: A grievance involving disciplinary action under Article 14 shall be instituted at Step 2 with the department head within ten (10) working days from the date of such action.
- 16.6 Once a grievance, as defined herein, is filed, the Federation shall have exclusive jurisdiction with respect to the processing of such grievance. A decision in good faith by the Federation not to proceed to the next step in the grievance procedure or to arbitration shall be final and binding on all parties, including the grievant.
- 16.7 Employees shall be assured freedom from reprisal for use of the grievance procedure.

ARTICLE 17 – LAYOFF AND RECALL

- 17.1 A layoff is defined as a separation from the service for involuntary reasons, other than resignation. The Employer may lay off an employee when the Employer determines it is necessary to abolish a position, to make material change in duties, or to change an organizational unit, or that a shortage of funds or work exists. No temporary or permanent separation of an employee from the service as a penalty or disciplinary action shall be considered a layoff.
- 17.2 A layoff of employees shall be made in inverse order of seniority in the classification involved (Parole and Probation Officer I and II shall be considered the same classification for purposes of this Section; Parole and Probation Officer III shall be considered a separate classification, except that a PPO III who is laid off may exercise seniority to displace a PPO I or II). The order of layoff shall be in inverse order of the date when an employee first entered County service, provided that effective July 1, 1992, all employees who enter the bargaining unit on or after that date shall have seniority under this Section 17.2, calculated in inverse order of the date when the employee first entered the bargaining unit. For purposes of this provision, parole and probation officers who have been designated by the County as bilingual will be treated as being employed in a separate classification. There will be no more than a total of two (2) parole and probation officers protected from layoff by such designation. In the event parole and probation officers designated as bilingual are not paid a differential under County policy, separate classification for layoff purposes will be inapplicable. If the proportion of cases requiring bilingual capability necessitates the addition of an additional bilingual officer or officers under this provision, the County may reopen this provision by written notice to the Association on or after July 1, 1999.
- 17.3 Computation of Service Credit: Service credit shall be calculated in a manner which will give weight to length of service in the bargaining unit and/or the County as provided in Section 17.2.
- a. Seniority: Seniority is the number of qualified payroll periods a person has worked for the County and shall be calculated at one (1) point per qualified payroll period without limit. Qualified payroll periods are calculated from the date of entrance into County service as a probationary, provisional or career employee.
 - (i) Part-time employees performing work of twenty (20) hours or more per week on a regular basis will be treated the same as full-time employees for the purpose of calculating qualified payroll periods.
 - (ii) Questions arising in regard to employee seniority dates and/or status shall be resolved by the Civil Service Commission.
 - b. Breaking Ties: In the event two (2) or more employees have the same service credit, the person whose date of employment with the County is chronologically first will be considered as having greater service credits. In the event that two (2) or more employees have the same service credit and the same date of employment with the County, layoff will be determined by the drawing of lots.

- c. Status of Temporary and Provisional Employees: No temporary or provisional employee will be retained in the bargaining unit while career or probationary employees, who are qualified for the nature of the work involved, are laid off.

- 17.4 Interruption of Employment: Employees who leave the County service for military service and return to their position within six (6) months after receiving an honorable discharge shall receive full longevity credit for such military service. Service credit shall also be accumulated by employees while on authorized leaves of absence with pay.

- 17.5 Restoration of Service Credit: Any regular or probationary employee who has been laid off and subsequently returns to County employment in accordance with the reemployment rights of laid-off employees shall regain service credits earned prior to the layoff.

- 17.6 Demotion in Lieu of Layoff: Any regular or probationary employee who is about to be laid-off may file a written request with the County that a demotion be given in lieu of layoff. If, in the opinion of the County, the good of the service does not indicate the desirability of such action, the County shall immediately notify the employee in writing, giving the reasons for denying the request. The decision of the County shall be final.

- 17.7 Notice of Layoff: The County shall give written notice of a pending layoff to the employees no less than ten (10) days before the effective date, stating the reasons for the layoff.

- 17.8 Recall:
 - a. Employees who have been laid off or who have displaced another employee shall be placed in order of service credits on the recall list. Reinstatement shall be offered to those employees on the recall list in inverse order of layoff.
 - b. The County shall maintain a layoff roster of laid-off employees in order of service credits. If recall occurs within eighteen months from the date of layoff, the laid-off employee(s) shall be returned to a position in their former classification and salary step in reverse order of the layoff or demotion in lieu of layoff. Notice of recall shall be made by certified mail. Employees shall be responsible for keeping the County informed of their correct address. Failure to respond to such a recall notice within five (5) calendar days of receipt of the notice shall cause loss of recall eligibility.
 - c. Recall rights shall terminate after eighteen months of layoff.

- 17.9 Supervisory Employees: Supervisory employees shall not be permitted to return to the bargaining unit in lieu of layoff unless:
 - a. The employee has been promoted from the bargaining unit and is still in their probationary period as a supervisor; and
 - b. A vacancy exists in the bargaining unit.

No bargaining unit employee shall be displaced as a result of this procedure.

ARTICLE 18 – OUTSIDE EMPLOYMENT

- 18.1 Approval of Outside Work: No employee shall perform outside compensated work whether part-time, temporary, or permanent, without prior written approval of the Appointing Authority. Each change in the conditions of previously approved outside compensated work or any change in outside employer shall require separate approval.
- 18.2 Basis of Approval: The Appointing Authority may approve outside compensated work when employment is compatible with the work of the employee's position, does not detract from the efficiency of the employee's work and does not create a conflict of interest, or is a discredit to the County.

ARTICLE 19 – TRAVEL ALLOWANCES

Travel allowances, per diem, travel reimbursement and mileage allowance shall be in accordance with County policy as determined by the County.

ARTICLE 20 – JOB REPRESENTATION

- 20.1 Selection: The employees in the bargaining unit shall be allowed job representatives. The Federation shall notify the Employer of the employee who will act as job representative.
- 20.2 Released Time: No more than three (3) job representatives shall be granted reasonable time off during regularly scheduled working hours, with prior notice to the employee's supervisor, to investigate and process grievances provided such released time does not interfere with the work and duties of job representative or employees. If permitted activities would interfere with either the job representative's or the employee's duties, the direct supervisor shall, within a reasonable period arrange a mutually satisfactory time for requested activities. Working time spent by job representatives in contract administration shall be uncompensated provided that a total of six (6) hours of compensated time per month shall be allowed to job representatives each month for the purpose of investigating and processing grievances if working time is used for that purpose as provided in this section. Such contract administration time shall be used in increments of one-half (1/2) hour per job representative involved and shall be noncumulative from month to month.
- 20.3 Nonreprisal: There shall be no reprisal, coercion, intimidation, or discrimination against any job representative for the conduct or the function described herein.
- 20.4 Notice: The Federation shall keep the Employer informed as to the name of the three (3) employees designated as job representatives.

ARTICLE 21 – PERSONNEL RECORDS

- 21.1 Record Maintained: The Human Resources Division shall maintain a personnel record of each employee in the County service. This record shall be the official record of the County and shall contain copies of all official reports, memorandums, letters, personnel actions, etc., relating to the employee’s performance and employment status.
- 21.2 Employee Access: An employee may inspect the written contents of their personnel record in the Human Resources Division upon the employee’s request to do so. An employee’s official representative, with the written permission of the employee, may inspect all records pertaining to the employee.
- 21.3 Contents: No information reflecting critically upon an employee shall be placed in any of the employee’s personnel records unless the employee has been notified and provided a copy thereof. Employees shall be required to sign such record indicating receipt of a copy thereof.
- 21.4 If any employee believes that there is material in the employee’s personnel record which is incorrect or derogatory, the employee shall be entitled to prepare, in writing, an explanation or opinion regarding the particular material and this shall be affixed to the particular material and included as part of the personnel record. If the employee believes that such specific information should be removed entirely from the files, the employee shall first submit a request to the Human Resources Division that the material in question be removed. Such requests shall not be subject to the grievance procedure.
- 21.5 The contents of an employee’s personnel file shall be subject to introduction in any subsequent judicial or arbitration proceeding for the purpose of establishing work-related job history. Letters of caution, consultation, warning, admonishment, and reprimand shall not be considered relevant in any subsequent disciplinary proceeding involving the employee two (2) years after having been placed in the records, unless such documentation shows a pattern of similar behavior or unless conduct of a similar nature has occurred within a two (2) year period. Nothing in this provision shall be construed to limit the authority of an arbitrator to order the removal of a specific item or items from a grievant’s personnel record as part of the remedy in a particular case.

ARTICLE 22 – PAYDAY

- 22.1 General Policy: Payday and pay practices shall be in accordance with general County policy.
- 22.2 Pay or Termination or Layoff: In case an employee is laid off, quits, or is discharged, he/she shall receive accrued but unpaid pay in compliance with state law.

ARTICLE 23 – EDUCATION, TRAINING, TUITION ASSISTANCE

- 23.1 General Policy: The County shall encourage and promote training opportunities which are of direct benefit to the County.
- 23.2 Definition: Tuition and training assistance for such purpose is defined as full or partial payment, paid time off from work or reimbursement for the costs of training sessions, classes, formal academic course work, conferences and/or seminars pursued or attended, either during or after normal working hours provided such training or instruction is approved in advance.
- 23.3 Conditions: The County shall pay tuition and costs of instructional material to any employee required by the County to attend a regular course of instruction. An employee who attends courses which are a direct benefit to the business of the County may receive tuition from the County if the employee has successfully completed the course of instruction, and prior to the employee attending said course of instruction, the County agreed in writing to pay tuition costs or portion thereof. The County shall determine if the course of instruction is directly related to the business of the County.
- 23.4 Request Procedure: Request for tuition aid or reimbursement shall be submitted to the County for approval or disapproval prior to enrollment by the requesting employee. All requests and approvals must be in writing and approved by management.
- 23.5 Authorized Travel and Conference Attendance: Food, lodging and travel expenses, or any of them, shall be paid by the County according to an approved per diem schedule and receipt of a properly detailed county expense form, to an employee required to attend a conference when the conference is held at a location other than the employee's job location.

ARTICLE 24 – BARGAINING UNIT LISTING

- 24.1 Present Employees: Upon request by the Federation, the Employer shall furnish to the Federation an alphabetical listing of names, class, salary range, date of hire, appointment date, and home address of the employees in the bargaining unit, limited to twice each fiscal year.
- 24.2 New Hires: The County will notify the Union of all new hires in the bargaining unit within three (3) business days of their employment with the County, furnishing the Union with the new employee's name and position for which he/she was hired. An email sent to all staff shall be considered appropriate notice under this Section.

ARTICLE 25 – PAYROLL DEDUCTION

- 25.1 The Employer agrees to deduct the regular Federation membership dues as provided by ORS 292.055. The aggregate deductions of all member employees shall be remitted together with an itemized statement to the Federation no later than the 10th day of the month following the month for which the deductions were made. Any discrepancy in the amount remitted to the Federation shall be corrected no later than the 20th of the same month. This section shall not apply where circumstances exist beyond the control of the Employer which cause a delay in meeting the above dates.
- 25.2 The written request for dues deduction is not terminated when an employee is placed on any type leave, disciplinary removal, or placed on layoff status. The Employer shall deduct Federation dues commencing with the first paycheck following the employee's return to paid status.

The Federation will inform the Employer, in writing, when any change in dues occurs.

ARTICLE 26 – PROMOTIONS AND ASSIGNMENTS

- 26.1 An employee who has obtained DPSST certification will be promoted from Parole and Probation Officer I to Parole and Probation Officer II. The employee will continue in probationary status for the remainder of the employee's first eighteen months of employment and will not begin a new probationary period upon promotion to PPO II. Completed employee field books shall be submitted by the County to DPSST within ten (10) business days of receipt.
- 26.2 In the event a position becomes vacant within the Department, employees will be notified and given an opportunity to request assignment into the vacant position. An employee with documented discipline issues, or who is on probation, may be denied assignment to a vacant position. If more than one employee volunteers, the County shall award the position to the employee whose skills most closely match the needs of the open position, in its discretion. If the County determines that the employees' skills are equal, seniority will be the tie-breaker.
- 26.3 An employee who promotes out of the bargaining unit will be eligible to return to their previous position, either voluntarily or involuntarily for a period of 12 months after his or her promotion. An employee who promotes out of the bargaining unit will be eligible to return to a vacant position, either voluntarily or involuntarily for a period of 24 months after his or her promotion. Upon return to the bargaining unit from a promoted position an employee shall be restored to all seniority accrued while previously a member of the bargaining unit less any time accrued outside the bargaining unit. The restoration of seniority applies regardless of the amount of time the employee was outside the bargaining unit. This Section shall be effective upon execution of this Agreement and the 12-month and 24-month periods shall commence upon its execution for all promoted employees. For employees promoted after the execution of this Agreement the time periods shall commence upon the date of his or her promotion.

26.4 Upon promotion from Parole and Probation Officer II to III, an employee will serve a Career Probationary Period of twenty-six (26) qualified payroll periods. If the County determines that the employee is not performing satisfactorily during the Career Probationary Period, the employee may be returned to the position of Parole and Probation Officer II. Such decision by the County is not subject to the grievance procedure.

ARTICLE 27 – WORKLOAD COMMITTEE

A Workload Review and Monitor Committee will meet a minimum of six times per year, or more frequently as mutually agreed. The Committee will consist of three (3) line staff appointed by FOPPO, the Assistant Director (or their designee) and two (2) staff appointed by Management. Additional staff may be invited to present on particular topics at the Workload Committee meetings. Any staff person wishing to present an issue may be placed on the Workload Committee agenda. Time spent on the Committee shall take place on work time without loss of pay.

The Workload Committee will have authority to address the following general areas:

1. Identify ways to reduce caseload size
2. Attempt to keep caseload size equitable (review case assignment)
3. Improve and streamline practices / policies
4. Identify efficient / better ways to meet contact standards
5. Identify training that may improve caseload management

Case management practices and processes, including the introduction of new forms which significantly impact the workload of officers generally, will be presented to the committee for input prior to implementation, unless urgent conditions or other emergency precludes such presentation.

Upon request, representative(s) from the Workload Committee may be scheduled at the Operations Team meeting to present issues related to items discussed by the Workload Committee. Participation shall be scheduled through the Assistant Director.

ARTICLE 28 – SAVINGS CLAUSE

28.1 Should any section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or upon mutual agreement of the parties such decision shall apply only to the specific section or portion thereof, directly specified in the decision. Upon issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof. The parties agree that the labor agreement will not serve to restrict the County's obligation to comply with federal and state law concerning its duty to reasonably accommodate individuals with disabilities.

ARTICLE 29 – TERMINATION

29.1 This Agreement shall be effective as of the date hereof unless otherwise specified and shall remain in full force and effect through June 30, 2026. This Agreement will automatically reopen on January 1 of the expiring year. The parties will strive to begin negotiations for a successor Agreement by February 1. This Agreement shall remain in full force and effect until such time as a successor agreement is negotiated and signed.

IN WITNESS WHEREOF, the parties hereto have set their hands this 29th day of June, 2022.

FEDERATION OF OREGON PAROLE
AND PROBATION OFFICERS

By: _____



WASHINGTON COUNTY

By: _____



KATHLEEN HARRINGTON
Chair Washington County Board of
Commissioners
APPROVED AS TO FORM

By: _____



County Counselor
Washington County, Oregon

APPENDIX A

Effective the first full pay period following July 1, 2022, or following ratification if later, adjust the straight time hourly rate of pay by a percentage equal to 4.5% cost of living increase as follows:

Washington County Pay Plan

Federation of Oregon Parole and Probation Officers

FISCAL YEAR (2022-2023) - Effective 07/09/2022

Class	Title	Range		Step A	Step B	Step C	Step D	Step E	Step F
221	Probation and Parole Officer I	417	Hour	\$31.62	\$33.21	\$34.86	\$36.60	\$38.42	\$40.34
			Month	\$5,480.80	\$5,756.40	\$6,042.40	\$6,344.00	\$6,659.47	\$6,992.27
			Annual	\$65,769.60	\$69,076.80	\$72,508.80	\$76,128.00	\$79,913.60	\$83,907.20
222	Probation and Parole Officer II	420	Hour	\$36.60	\$38.42	\$40.37	\$42.36	\$44.53	\$46.73
			Month	\$6,344.00	\$6,659.47	\$6,997.47	\$7,342.40	\$7,718.53	\$8,099.87
			Annual	\$76,128.00	\$79,913.60	\$83,969.60	\$88,108.80	\$92,622.40	\$97,198.40
223	Probation and Parole Officer III	421	Hour	\$38.43	\$40.37	\$42.37	\$44.53	\$46.72	\$49.05
			Month	\$6,661.20	\$6,997.47	\$7,344.13	\$7,718.53	\$8,098.13	\$8,502.00
			Annual	\$79,934.40	\$83,969.60	\$88,129.60	\$92,622.40	\$97,177.60	\$102,024.00

COLA:

Effective the first full pay period on or after 7/1/22 (or ratification if later), 7/1/23, 7/1/24, and 7/1/25, adjust the straight time hourly rate of pay by a percentage equal to the percentage change in the CPI-W, West Coast, annual index, minimum 0%, maximum 4.5%. (Note: if the CPI under the foregoing formula is negative, there shall be no downward adjustment.)

Market Adjustment:

Effective the first full pay period on or after 7/1/22 (or ratification if later), adjust the straight time hourly rate of pay by an additional 1.5%

Effective the first full pay period on or after 7/1/23, adjust the straight time hourly rate of pay by an additional 1%.

Effective the first full pay period on or after 7/1/24, adjust the straight time hourly rate of pay by an additional 1%.

Effective the first full pay period on or after 7/1/25, adjust the straight time hourly rate of pay by an additional 1%.

Employees in designated bilingual positions will receive bilingual pay per County policy, subject to the potential reopener described in Section 4.8.

The parties agree that any PPO II assigned the court officer duties shall receive premium pay in the amount of five percent (5%) of their base rate of pay for the length of the assignment. Management will determine the length of the assignment, based on the needs of the department. However, should the officer wish to change positions after completion of at least two (2) years in the court officer position, management will consider the requested change and make efforts to find another assignment.

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