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COLLECTIVE BARGAINING AGREEMENT

Between

CLATSOP COUNTY, OREGON

and

FEDERATION OF OREGON PAROLE AND PROBATION OFFICERS

2022 - 2024

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PREAMBLE

THIS AGREEMENT is entered into by Clatsop County, a political subdivision of the State of Oregon, hereinafter referred to as the "County," and the Federation of Oregon Parole and Probation Officers, hereinafter referred to as the "Union." Unless specifically modified by a provision of this Agreement, the County's authority and discretion may be exercised to the fullest extent permitted by law. Nothing in this Preamble is intended to waive or modify any legal duty arising under the Public Employee Collective Bargaining Act, or to limit the authority of an arbitrator or the Employment Relations Board to interpret and apply the provisions of this contract in accordance with applicable legal standards.

ARTICLE 1 - SCOPE OF AGREEMENT AND RECOGNITION

1.1 Recognition. The County recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, salaries, hours and other conditions of employment for all regular full and part-time adult Parole and Probation Officers, excluding supervisory, confidential and casual employees.

1.2 Employment Definitions.

A. Regular. Employees who have satisfactorily completed their probation period and who are employed to fill regular positions.

B. Full Time. Those employees whose regular work schedule is the full normal week.

C. Part Time. Those employees who work on a regular work schedule of specific hours and days of the week which is less than a regular forty (40) hour workweek. Prorated vacation and sick time benefits will accrue based on regularly-scheduled hours worked. Employees working less than eighty (80) hours per month are not eligible for fringe benefits.

D. Casual Employees. An employee with current DPSST certification hired, full- or part-time with the understanding that there is no guarantee of continuation of employment. If hired, casual employees will serve for a limited duration not to exceed 90 days unless otherwise mutually agreed by the parties. Casual employees shall serve at the pleasure of the Sheriff and County and shall be ineligible for wages and benefits under this Agreement except to the extent required by Oregon or federal law.

E. Probationary Employees. New employees serve an eighteen (18) month probation in accordance with Article 13.4 of this contract. New employees who are currently Parole and Probation DPSST certified shall serve a twelve (12) month probationary period. When an employee accepts a position within the County and returns to the bargaining unit within one year, that person shall be granted all prior bargaining unit seniority earned while a member of the bargaining unit.

Employees serving a probationary period shall receive a performance evaluation following six (6) months of employment and once every six (6) months thereafter until the probation period is completed.

F. Anniversary Date. The date the employee will be considered for periodic step increases and accruals of vacation and sick leave or is promoted or reclassified upward or downward. If the hire date as defined below is on or before the 15th calendar day of the month, the anniversary date shall be on the 1st day of that month. If the hire date is the 16th or after, the anniversary date shall be the first of the next month.

G. Hire Date. The date the employee first renders paid service to the County as a regular probationary employee.

H. Supervisory Employees. Employees as defined by ORS 243.650.

I. Confidential Employees. Employees as defined by ORS 243.650.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 Management Rights. The Union recognizes the prerogative of the County to operate and manage its affairs in all respects in accordance with its responsibilities, except as otherwise specifically limited by the terms of this Agreement. The County retains all the customary, usual and exclusive rights, decision making authority, prerogatives and functions connected with or in any way incidental to its responsibility to manage the affairs of the Community Corrections Division and Sheriff's Office, except as otherwise specifically limited by the terms of this Agreement and law. The rights of employees under this Agreement and the Union are limited to those specifically set forth in this Agreement.

It is jointly recognized that the County, acting by and through the County Manager and Division Heads and the Sheriff, must and does retain broad authority to fulfill and implement its responsibilities and may do so by adoption of oral or written work rules. It is agreed that no existing work rule or new work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement, provided that the requirements of Oregon law will be paramount.

All work rules which have been or shall hereafter be reduced to writing shall be disclosed to FOPPO fourteen (14) days or more prior to the implementation date. FOPPO shall notify the County and the Sheriff if FOPPO considers the rule inconsistent with the collective bargaining agreement or objectionable and an unfair labor practice if implemented unilaterally. FOPPO may demand to bargain in accordance with the PECBA as FOPPO deems appropriate. If the parties disagree as to whether a change is within the scope of bargaining, the parties nevertheless shall meet and confer in a good faith effort to reach agreement concerning policy terms before FOPPO

files an ULP charge before the ERB. Work rules will not be arbitrary, capricious or discriminatory.

With respect to all other matters that arise mid-term of this Agreement, the parties shall comply with the requirements of the Public Employees Collective Bargaining Act obligations to bargain concerning changes which are mandatory subjects and significant impacts upon a mandatory subject of a change to a permissive subject.

In instances of a change not described above, the County shall have no obligation to bargain with the Union with respect to any such subjects or the exercise of its discretion and decision making with regard thereto.

Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the County shall include the following:

- A. To determine the services to be rendered to the citizens of the County.
- B. To determine and to follow the County's financial, budgetary and accounting procedures.
- C. To direct and supervise all operations, functions and policies of the Sheriff's Office and Community Corrections Division, and requirements of facilities and its operations in which the employees in the bargaining unit are employed, and such other operations, functions and policies in the remainder of the County as they may affect employees in the bargaining unit.
- D. To close or liquidate any office, branch, operation, or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations, or facilities for budgetary or other reasons.
- E. To manage and direct the work force, including, but not limited to, the right to determine the place to report for work; to determine methods, processes and manner of performing work; the right to hire, promote and retain employees and transfer them within the same pay range or demote to a lesser pay range should they not be qualified for retention of their present pay range, or should their work habits or productivity not justify retention to pay range; the right to layoff; the right to abolish positions or reorganize the departments; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies; the right to demote or terminate employment of an employee whose work habits or productivity fall below the work standard as determined by the department head for his department based on the adopted job description in effect at the time and as demonstrated by the work requirements of the department.
- F. To determine the need for a reduction or an increase in the work force to implement any decision with regard thereto.
- G. To establish, revise and implement standards for hiring, classification, promotion, and quality of work, safety, materials, equipment and appearance.

H. To implement new, and revise and discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

I. To contract or subcontract work as may be determined by the County, provided that as to work which has been previously and regularly performed by employees in the bargaining unit, the County agrees to afford an opportunity for the Union to negotiate with the County the effects that such action will have on employees in the unit prior to the County finalizing or implementing new decisions concerning such

J. To assign shifts, workdays, hours of work and work locations.

K. To designate and to assign all work duties

L. To introduce new duties within the unit.

M. To determine the need for and the qualifications of new employees, transfers and promotions.

N. To discipline, suspend, demote or discharge an employee so long as such action is not arbitrary, in bad faith or without cause.

O. 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.

ARTICLE 3 - UNION SECURITY

3.1 Membership. Membership or non-membership in the Union shall be the guaranteed individual choice of employees within the bargaining unit subject to this Agreement; provided, however, that any such employee, who as of the date of execution of this Agreement has chosen, or hereafter and during the term of this Agreement chooses to belong to the Union, shall, commencing with the date of execution of this Agreement, be eligible to maintain membership subject to the following limitations:

A. Union membership shall be defined as the tender of periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership. Dues deduction commences with the first full month of employment.

B. Each employee shall be entitled to withdraw from membership in said Union by the giving of written notice to the Union and the County.

3.2 Indemnification. The Union will indemnify, defend and hold the County harmless from all suits, actions, proceedings, and claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement or any combination thereof, arising from the application of this Article. In the event that any part of this Article or Article 4 should be declared invalid or that the monthly service fee collected under these Articles should be

ordered reimbursed to any nonmember, the Union shall be solely responsible for such reimbursement.

3.3 New Employees. The County agrees to furnish each new employee in the bargaining unit with a copy of the collective bargaining agreement at the commencement of employment of each employee, with the cost of preparation of such agreement to be borne equally between the Union and the County. Union representatives shall be permitted to meet with each new employee on duty for up to thirty (30) minutes to explain the benefits of Union membership.

ARTICLE 4 – CHECKOFF

The County agrees to deduct from the paycheck of each employee authorized by the Union the regular monthly dues uniformly required of members of the Union or a fee authorized by a nonmember, for which the Union is the exclusive bargaining agent. The amount deducted, together with an itemized statement, shall be transmitted monthly to the Union treasurer, or designee, on behalf of the employees involved. The performance of this service is at no cost to the Union. The County will not be held liable for any errors, but will make any proper corrections as soon as possible.

ARTICLE 5 - HOURS OF WORK

5.1 Work Schedules.

The workweek shall be defined as the seven (7) consecutive day period beginning with the employee's first scheduled day of work. Workday shall be defined as any 24-hour period. Regularly scheduled workdays and days off shall be consecutive unless days off are mutually agreed to by the employee and Sheriff's Office. Shift assignments shall be regular and consistent; however, this concept includes the County's ability to schedule on-duty coverage during evening hours for designated employees as operationally required. The posted work schedule shall reflect the employees' base schedule, and the base schedule shall be a five-eight (5-8) or four-ten (4-10) configuration unless the employee and the Division Head otherwise agree. Generally, the hours for the 5-8 schedule will be 0800 to 1700.

The County and the employee may flex the employee's base schedule by mutual agreement, either to meet operational needs or to accommodate reasonable personal needs. Flexing of time shall occur within the workweek, and will not be denied arbitrarily or capriciously by a manager or an employee. In addition, the County and the Union may agree to alternative work schedules for special teams or to meet a particular operational need.

Probationary employees including those who have not completed the academy and field training will be required to work a schedule reflective of their field training officer.

5.2 Hours of Work. Hours of work for purposes of computing overtime eligibility shall include all paid leaves such as vacation leave, sick leave, holidays and bereavement leave.

5.3 Posting Work Schedules. Work schedules for the Community Corrections Division will be posted on the bulletin board or disseminated electronically. The work schedule shall show shifts and work hours for each workday. Work schedules shall be posted at least 15 days in advance prior to implementation.

5.4 Changes to Posted Work Schedule. Once posted, the posted work schedule may be changed when:

A. The change is mutually agreed by the County and the affected employee(s). A change which constitutes flex time under Article 5.1 does not constitute a change in posted work schedule within the meaning of this Article.

B. Bona fide emergency or other situations exist which are beyond the County's control, which could not reasonably have been anticipated. Bona fide emergency does not include vacation coverage.

C. Employees required to change their regular schedule of work for a bona fide emergency shall receive overtime for all hours worked outside their regular schedule during the first 48 hours of the declared emergency. Notification of an emergency schedule change shall be made in a manner that is acknowledged by the employee.

D. This Article does not restrict the County's ability, upon fifteen (15) calendar days' notice, to schedule or require employees to work additional hours subject to the overtime and call back articles of this Agreement. This Article 5.4 does not apply to flexing or to any agreed upon alternative schedule. This Article does not apply in a staffing emergency where the County cannot fulfill its core duties.

E. Unless otherwise determined by management, staff that has a 4-10 schedule will return to a 5-8 work schedule during the week of Thanksgiving and Christmas and when there are weeks when the employee has three or more days of training or travel.

5.5 Call Back.

A. Employees called back to work prior to the beginning of their normal shift shall be paid at the overtime rate for overtime hours unless the employee and the County agree to flex the employee's normal scheduled hours.

B. In the event an employee is held over or called back to work for any reason outside of an employee's normal work hours and contiguous to the employee's regular scheduled hours (i.e., a holdover or early start of shift), the employee shall be paid at the overtime rate for overtime hours worked.

Telephonic work off duty will be paid at the overtime rate with rounding as provided by the FLSA in fifteen (15) minute increments; multiple phone calls within the 15-minute period

shall be considered part of the 15-minute minimum. For phone calls between 11:00 pm and 5:00 am, work conducted from home will be paid in 30-minute increments or actual time conducting work, whichever is greater. Multiple phone calls within a 30-minute period shall be considered part of the 30-minute minimum. This does not apply when the call is to ascertain information or locate items not available to the calling deputy/supervisor due to inaction, inattention, or oversight of the employee.

C. In any instance where Sheriff's Office executive staff approves a parole officer response from off duty as a call back, the time required for overtime performance of duty shall be paid at the overtime rate and at a minimum of three (3) hours.

D. The County and the employee may mutually agree to flex the employee's call back work hours within any forty (40) hour designated workweek within which overtime hours are worked in order to grant time off in lieu of overtime compensation.

5.6 Meal Periods. Parole and Probation Officers are expected to take a thirty (30) or sixty (60) minute off-duty meal period at or near the middle of the work shift. Parole and Probation Officers working a 4-10 schedule may choose to take a thirty (30) minute off duty meal period. When exceptions develop due to unforeseen operational considerations, the officer and supervisor will identify an appropriate alternative.

5.7 Rest Periods. Except as required by operational necessity as determined by the shift supervisor, employees shall have two (2) uninterrupted 15 minute rest periods on duty time, scheduled as near as possible to the middle of each half shift. Rest periods are compensated as hours of work. An employee shall not be entitled to additional compensation in the event such periods cannot be taken.

ARTICLE 6 – HOLIDAYS

6.1 Holidays. The following holidays shall be recognized and observed as guaranteed paid holidays:

New Years Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4

Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day*	Fourth Thursday in November
Personal Day	Friday following Thanksgiving
Christmas Eve**	½ day – afternoon of December 24 th
Christmas Day	December 25
Personal Day***	Two per fiscal year

* Four-day weekend for Thanksgiving

** One-half day off (afternoon) on day preceding Christmas Holiday.

*** These are two paid days off per fiscal year requested on a date specified by the employee with the consent of a Sheriff's Office executive staff member. If not taken within the year earned, personal days are lost. Personal days not taken before an employee's termination date are not compensable. Personal holidays will be credited to each regular and probationary employee on July 1 of each year based on the length of employment in the prior fiscal year as follows: more than 9 months – 2 days; 3-9 months – 1 day; less than 3 months – 0 days.

Any other holiday declared by the President or Governor shall be observed on the first occurrence of that holiday during the term of this Agreement. Subsequent occurrences shall not be observed except by mutual agreement.

6.2 Eligible Employees. Each regular full-time, part-time and probationary employee who has completed one week of continuous employment and who worked the employee's last regularly scheduled day before and the employee's first regularly scheduled day after any of the above holidays. However, an employee's failure to work on such prior period of next following scheduled workday shall be excused if due to one of the following reasons:

- A. Jury service;
- B. Scheduled vacation;
- C. Scheduled compensatory time off;
- D. Bona fide injury or illness for which an employee is qualified for sick pay under the provisions of Article 8, 8.1 of this contract;

E. Any other verified reason excused by the affected Division Head.

Such regular part-time employees, regardless of the employee's daily schedule, will receive prorated holiday time off based on the employee's regular weekly hours. Example: An employee scheduled to work a 20-hour week will receive 4 hours of holiday time off. If the holiday falls on a day the employee is not scheduled to work, this time must be taken on the employee's regular workday closest to the holiday.

6.3 Holiday Pay. An eligible employee shall receive pay for the employee's regular scheduled hours for each of the holidays listed above which falls on a regularly scheduled workday and on which the employee performs no work, except as provided under Article 6.2 for holidays for part-time employees.

6.4 Weekend Holidays. Whenever a holiday shall fall on a Sunday, the succeeding Monday shall be observed as a paid holiday and whenever a holiday shall fall on a Saturday, the preceding Friday shall be observed as a paid holiday.

6.5 Holiday During Leave. Should an employee be on authorized paid leave when a holiday occurs, such holiday shall not be charged against such leave.

6.6 Holiday Work. If an employee in the Community Corrections Division works on any of the holidays listed above, the employee shall, in addition to the employee's pay for the holiday at straight time, be paid one and one-half (1-1/2) times the regular rate for each hour worked. This equals a maximum rate of double time and one-half (2.5) for all hours worked on such holiday; in no event shall this Agreement be construed to permit compensation for contract overtime hours at any greater rate or amount. The overtime rate paid on a holiday shall be double time and one-half (2.5) the regular rate of pay and shall not compound. No employee may perform holiday work (except a telephone response) without a Sheriff's Office executive staff member's approval.

ARTICLE 7 -VACATIONS

7.1 Accrual and Allowance. Regular full-time employees shall accrue vacation time on a monthly basis in accordance with the following schedule, which time may be scheduled and taken off with advance approval of the Division Head:

<u>Years of Service</u>	<u>Accrual Rate</u>	<u>Per Month</u>	<u>Per Year</u>
1 through 4 years	.04615 hours*173.34 hours/mo	8 hours	96 hours
After 4 years	.05769 hours*173.34	10 hours	120 hours

	hours/mo		
After 9 years	.07292 hours*173.34 hours/mo	12.64 hours	151.68 hours
After 14 years	.08077 hours*173.34 hours/mo	14 hours	168 hours
After 19 years	.09231 hours*173.34 hours/mo	16 hours	192 hours
After 24 years	.11538 hours*173.34 hours/mo	20 hours	240 hours

Eligibility for vacation leave is established after six months of continuous employment. However, the Sheriff shall have sole discretion on whether to waive any requirement that an employee first serve six months of County employment before vacation can be used. Employees can use only what has been accrued through the end of the month prior to the month when vacation is taken.

Vacation accrual will be prorated, based on the employee's hire date. Six months of continuous service is based on the month in which accrual begins.

Part-time regular employees shall accrue prorated vacation leave based on hours worked.

7.2 Continuous Service. Initial accrual rate determination shall include years of Oregon certified DPSST Parole and Probation service as documented in the employee's DPSST record. However, the Sheriff may, at his sole discretion, consider other forms of prior out of state Parole and Probation experience that does not appear on a DPSST record. Otherwise, continuous service for vacation leave accrual shall be service unbroken by separation from the County, except that time spent by an employee on military leave, Peace Corps duty, leave resulting from a job-incurred injury, Oregon Family Leave Act and Federal Medical Leave Act or authorized educational leave shall be included as continuous service. Time spent on other types of authorized unpaid leaves will not count as part of the continuous service except that employees returning from such leave, or employees who are laid off, shall be entitled to credit for service prior to the leave.

7.3 Maximum Accrual. Vacation periods shall be computed on the basis of the employee's anniversary date. Vacation periods shall be taken each year. Employees who do not request a vacation period prior to the end of the third month following the year in which the vacation was earned should be scheduled for a vacation by the Division Head in the following three months, up to a maximum of forty (40) hours.

Vacation leave may be accrued up to a maximum of three hundred and twenty-four (324) hours. When an employee reaches the maximum accrual, the employee and Division Head should meet to schedule the taking of vacation leave. If workload requirements will not permit the taking of leave at the time, vacation accrual over the maximum shall not be lost and will be recorded in the official leave records; however, the time off should be scheduled and taken off within a reasonable time (six (6) months shall be “reasonable time”) and, if not, then the Division Head may direct the time off be taken on mutually agreed upon days.

7.4 Vacation Rights in Case of Layoff or Separation. Any employee who is laid off, discharged, retired or separated from the service of the Employer for any reason, prior to the taking of earned vacation, shall be compensated in cash for all unused vacation accumulated at the time of separation at his or her regular straight time rate. If an employee terminates prior to the 16th of the month there is no vacation accrual for that month. If an employee terminates during the 16th of the month or after, one day of vacation will be accrued for that month.

7.5 Work During Scheduled Vacation Period. Any employee who is requested and in fact does work during a scheduled vacation period shall be paid for all such regular hours worked at the overtime rate for a minimum of two hours' pay and shall not be charged for the scheduled vacation hours on such days of work.

7.6 Canceling Vacations. If the employee's vacation should be canceled or time off is impacted as provided for in 7.4, the employee may reschedule the vacation time to a future date, and such schedule shall be given priority by the Division Head, provided it does not cause a conflict with other scheduled vacations. Cancellation of vacation shall not be done in a capricious or arbitrary manner. If non-refundable expenses are incurred by an employee whose pre-approved vacation is cancelled due to Court demands, the County will reimburse such non-refunded expenses provided that the employee has made the Court and District Attorney aware of the vacation period of unavailability. If non-refundable expenses are incurred by an employee whose pre-approved vacation is cancelled by the Sheriff, the County will reimburse non-refunded expenses documented to the County's satisfaction provided that the employee has exercised diligence to adjust arrangements and/or obtain refunds which avoid such a cost.

7.7 Transferring Vacation Time.

A. An employee having accumulated vacation time may transfer accumulated vacation time to any other County employee if the requirements of this Article 7.7 are met. Vacation time may be transferred in hour increments only.

B. The employee transferring vacation time to another employee shall request and authorize in writing the transfer on a form provided by the County. Donated vacation hours are used in the order received. Unused donated vacation time is returned to the donor's leave balance upon the receiving employee's return to work. No employee may donate hours which would reduce the donor's accrued vacation below ten (10) days.

C. Transfer of vacation time shall only occur if the receiving employee is suffering from a serious health condition which prevents the employee's return to work and the employee has exhausted all forms of paid leave and is officially on protected leave status as defined by state or federal law such as FMLA or OFLA. The vacation transfer shall not be subject to value conversion and shall be paid at the recipient's rate of pay. Verification of the serious health condition may be required.

D. Employees who have received donated hours will not be entitled to payment for any remaining donated hours at the time of resignation or retirement. The County reserves the right to permit donation of vacation only to the extent necessary to cover the recipient's current verifiable needs; additional donations may occur.

E. Employees who receive donated vacation hours and subsequently receive time loss payments through workers' compensation shall repay the County for all donated leave hours, which hours shall be returned to the donating employee's leave balance.

ARTICLE 8 - SICK LEAVE

8.1 Allowance. Any regular or probationary employee contracting any sickness or disability which renders such employee unable to perform the duties of employment shall be eligible to utilize accrued sick leave. An employee also may utilize accrued sick leave for any of the purposes set forth under the Oregon Sick Time law.

Eligibility for sick leave is established after one continuous month of employment from the hire date. Full-time employees shall accrue eight (8) hours of sick leave at the completion of each full calendar month of service. Part-time regular or probationary employees shall accrue prorated sick leave based on hours worked.

Sick leave is a short-term County funded disability plan the abuse or ineligible use of which constitutes serious misconduct and grounds for severe discipline. The ability to report for and perform duty regularly and reliably is an essential job function.

8.2 Notification. Any employee who is ill or unable to report to work for any reason shall notify an appropriate supervisor/designee as soon as possible and no later than one hour prior to the start of the shift. In case of a continuing illness, the employee shall continue to notify the employee's immediate supervisor weekly of the employee's ability to work. Sick leave may be denied for non-compliance.

8.3 Certification. In the event of the employee's own injury or illness, the employee may be required to furnish a certificate issued by a licensed physician or practitioner or other satisfactory evidence of illness, where the County or the Sheriff has objective and reasonable factual basis documented in writing to suspect abuse of sick leave or to question ability to return to full duty. In the event such certification request is made, the medical cost to the employee, if any, will be borne by the County.

8.4 Family Illness. An employee may use accumulated sick leave, vacation, compensatory time, personal holiday time or unpaid leave upon approval of his/her supervisor when care of a family member is allowed under the Oregon Family Leave Act and/or the Federal Medical Leave Act.

8.5 Sick Leave Conversion. When an employee's sick leave bank exceeds 480 hours as of July 1 of any year, the employee may convert sixteen (16) hours of sick leave to personal holiday during the month of July. If an employee has a vacation balance in excess of the maximum per article 7.3, sick leave conversion is not allowed.

8.6 Accumulation. There shall be no maximum sick leave accumulation.

8.7 Appearance in Court While on Sick Leave. When an employee on sick leave appears in court, the actual court time, or three (3) hours, whichever is greater, shall not be charged against the employee's sick leave accrual. The employee shall be paid for court time at the appropriate rate of pay.

8.8 Funeral Expense. The County shall pay up to \$10,000 in actual funeral expenses for any employee who dies in the line of duty. Additionally, the employer shall pay the employee's estate up to five hundred (500) hours of the employee's accumulated sick leave, at the employee's current rate of pay, should the employee die in the line of duty.

ARTICLE 9 - LEAVES OF ABSENCE

9.1 Eligibility Requirements. Full-time and part-time employees shall not be eligible for leaves until after successful completion of the new hire initial probationary period, except as required by law. Leaves will not be granted for the purpose of seeking or engaging in gainful employment.

9.2 Failure to Return from Leave. Any 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 the employee's position with the County or Sheriff's Office and that position shall thereupon be declared vacated; except and unless the employee, prior to the expiration of the employee's leave of absence, has furnished evidence acceptable to the County or the Sheriff that the employee qualifies for additional leave protected by state or federal law, including OFLA, FMLA, or military leave.

9.3 Application for Leave. The employee shall submit any request for leave of absence in writing on a form supplied by the County to the employee's immediate supervisor. The request should state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Authorization for a leave of absence shall be furnished to the employee by the employee's immediate supervisor with Division Head or Sheriff's approval, and it shall be in writing when

granted. Any request for a leave of absence shall be answered promptly. Requests for leaves involving family illness and bereavements, will be answered before the end of the shift on which the request is submitted. If it is not possible to answer a request for bereavement leave or leave to care for a sick family member by the end of the shift, the employee's supervisor will indicate the reason for the delay and indicate when the County will be able to provide an answer. All other leave requests for time off within the following sixty (60) days shall be answered within fourteen (14) calendar days two (2) work weeks unless the County communicates a good faith reason why it cannot provide a response within this time frame.

9.4 Paid Leaves. In addition to accruing seniority while on any paid leave of absence granted under the provisions of this Agreement, employees shall be returned to the position that they held at the time the leave of absence was requested.

A. Bereavement Leave. In the event of the death of a family member, a full-time or part-time employee shall be granted up to forty (40) hours or one work week's leave of absence with full pay to make household arrangements, and to arrange for and attend the funeral services. The County shall also comply with OFLA requirements permitting up to two weeks per bereavement occurrence; such leave shall run concurrently with the County's paid bereavement leave. Under such circumstances, the family is defined as spouse, same sex or opposite sex domestic partner, parent, children, brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, foster children, aunt and uncle, children of domestic partner or parents of domestic partner. Bereavement leave will also be granted for others in the immediate family living in the employee's household. Employees may request additional leave if necessary, without pay or utilizing accrued vacation. Employees may request additional leave if necessary to exceed this forty (40) hour working period. All such additional leaves shall be without pay or charged to accrued vacation or compensatory time.

B. Jury Leave. Employees shall be granted a leave of absence with pay for service as a juror during the employee's regular work hours which shall be without loss of pay. The salary paid the employee for the period of absence shall be reduced by the amount of money received for jury services unless the money received for jury services is turned in to the County for unreduced pay. All employees released from jury duty shall return to work and complete their normal work shift(s).

9.5 Unpaid Leave with Seniority Accrual. An employee may, case by case on a non-precedent setting basis, be placed on unpaid leave with seniority accrual when the leave is for medical purposes; provided all accrued sick leave, comp time and vacation leave have been exhausted.

9.6 Unpaid Leave Without Seniority Accrual. Leaves of absence without pay may be granted when, in the judgment of the affected Division Head or the Sheriff, the work of the Division will not be handicapped by the employee's absence. The request for such leave must be in writing and must establish sufficient justification for approval by the Division Head or the Sheriff. The

request must be submitted to the affected Division Head or Sheriff within sufficient time to allow adequate review and action.

While an employee will not accrue seniority during an unpaid leave of absence, except as provided in 9.5, employees shall be returned to the position that the employee held at the time the leave of absence was requested.

Benefits shall accrue in accordance with State and Federal law.

9.7 Military Leave. Full-time and part-time employees shall be entitled to perform military reserve or National Guard obligations in accordance with federal and Oregon law, ORS 408.290 and ORS 659A.086.

9.8 Family Leave. The County shall grant and administer family leave in accordance with federal and Oregon law and past practice.

ARTICLE 10 – HEALTH, WELFARE, AND SAFETY

10.1 Health Insurance. Employees shall be enrolled in the tier of benefit elected by the employee in the CIS HDHP-4 including Rx-prescription and CIS Vision Plan VSP-A 12/12/24 with an HSA, and in Moda Dental Plan 2 or CIS co-pay Plan H including Rx-prescription and CIS Vision Plan VSP-A 12/12/24 with an FSA, and Moda Dental Plan 2.

For each regular full-time and probationary full-time employee covered by this Agreement, the County will contribute ninety percent (90%) of the full premium for the plan tier elected by the employee, and the employee shall pay ten percent (10%). The County will contribute pro rata toward such coverages for regular part-time employees whose regular hours of work exceed twenty (20) hours per week and who are eligible to participate in the benefits.

The HSA contribution provided to eligible employees shall be \$1,100 per year for employee-only coverage and \$2,200 per year for employee + one or more dependents.

For 2022 and 2023, the County will make the HSA contribution for the entire calendar year during January, on the 1st payroll in January, of each year based on the employee's tier of coverage.

The County's contribution for the total cost of health insurance excluding the HSA or shall be capped at the amounts set forth in the County's 2022 Benefits Cost Share sheet for HDHP-4, which amounts shall be increased annually at insurance plan renewal by up to fifteen percent (15%) over the prior year cap during the term of this Agreement.

In addition to the foregoing, the County will continue to provide the Moda/Delta Dental dental insurance Plan 2 and the VSP-A vision plan (12/12/24). The County will pay 90% of the premium cost of dental and vision coverage; the employees will pay 10% of the premium costs

by payroll deduction on a pre-tax basis; and these premium costs are not subject to the tiers of premium cap set forth above in this section and are not included in the above-stated caps.

If the County favorably adjusts insurance caps for one employee group in any benefit year during the term of this Agreement, or if the County grants another employee group a greater HSA contribution without a corresponding and offsetting total compensation reduction in a separate compensation cost element, then the County shall adjust the insurance caps established by this Agreement to match the favorably adjusted increased cap accordingly (e.g., taking into account any offsetting County cost reduction applicable to the group which received the favorable adjustment).

10.2 Life Insurance. The County agrees to provide each full-time and part-time regular and probationary employee covered by this Agreement with term life insurance in the amount of \$30,000 in addition to statutory requirements (currently at \$10,000) for a total of not less than \$40,000. Employees may apply and if approved by the carrier purchase additional 'voluntary' life insurance through the County provided, however, that the employee shall pay 100% of the premium of such additional life insurance.

10.3 Unemployment Insurance. The County shall cover employees with unemployment insurance in accordance with the Oregon Revised Statutes during the term of this Agreement.

10.4 Salary Continuation Insurance. The County agrees to provide each full-time regular, part-time regular and probationary employee with the salary continuation insurance plan offered by the Assurant or one that is substantially similar to the current plan.

10.5 Liability Insurance. The County agrees to adequately insure all employees in the bargaining unit to the extent of statutory limits of liability and authority, for personal injury or property damage resulting from the performance of an employee, including the use or operation of vehicles or equipment of the County, while engaged in the regular course of assigned duties.

10.6 Health and Safety. Federal and state safety regulations and safe work practices shall be strictly observed by the County, the Sheriff, the Union, and all employees at all times, including emergency situations. Employees shall use all protective equipment required, shall perform their work in a safe manner, and shall comply with all safety rules of the County.

The Employer shall make every effort to assign employees on limited or light duties to those duties appropriate for them.

The Union shall appoint and encourage the attendance of such safety committee members as are provided by the County safety committee policy. At least one Union member shall serve on the County Safety Committee.

ARTICLE 11 – COMPENSATION

11.1 Wages.

A. Effective July 1, 2022 and each July 1 thereafter for the life of the Agreement, employee wages shall be adjusted not less than 2.5% nor more than 4.5% based upon the change in the All US CPI-W for the period May to May.

B. New Positions. When any new position is established, the County shall designate a job classification and wage structure for the position. In the event the Union does not agree that the classification and the wage structure is proper, the Union shall have the right to submit the issue as a grievance at Step 3.

C. Mileage Allowance. An employee authorized and required by the County or the Sheriff to use the employee's own private automobile for official County or Sheriff's Office business shall be reimbursed at the current IRS rate per mile. Should the County Board of Commissioners unilaterally increase the mileage allowance for any elected official or County employee during the term of this Agreement, such increase shall be considered to amend this contract to increase the mileage allowance provided for in this Section to the same rate.

D. Temporary Work Out of Classification. When an employee is assigned to perform a job function or responsibilities outside the employee's normal classification for a period of more than two consecutive hours, the employee shall be paid at the higher rate, at a minimum of 5% increase for the hours worked.

E. Equipment. The County will provide Parole and Probation Officers with protective safety equipment as determined by the Sheriff. Items of clothing and protective devices provided by the County to any County or Sheriff's Office employee shall not be used by the employee in activities not directly related to the employee's employment. If, upon termination of employment, for any reason the employee fails to turn in uniforms, protective clothing or protective devices, the amount equal to the County's cost to replace this/these item(s) will be reported to the administrative section and a like sum shall be deducted from the employee's final check.

F. Court Time. Any employee subpoenaed or called as a witness in judicial, administrative or legislative proceedings to testify in the performance of duty shall be permitted to do so without loss of pay, and if outside of the employee's work hours and not in conjunction with the employee's scheduled hours; i.e., a holdover or an early start of shift, the employee shall be paid at the overtime rate for hours worked or three hours, whichever is greater. The employee shall tender to the County any witness fee paid, and any payment for mileage if a County vehicle is used.

G. Meal Allowance. On the effective date of this Agreement, the current County policy will be in force. Should the County Board of Commissioners unilaterally increase the meal allowance for any elected official or County employee during the term of this Agreement, such increase shall be considered to amend this contract to increase the meal allowance provided for in this Section at the same rate.

H. Lodging Allowance. On the effective date of this Agreement, the current County policy will be in force. Should the County Board of Commissioners unilaterally increase the lodging allowance for any elected official or County employee during the term of this Agreement, such increase shall be considered to amend this contract to increase the lodging allowance provided for in this Section to the same rate.

I. Pay. The salaries and wages shall be paid monthly with an optional mid-month draw. The monthly payment shall be on the last working day on or before the fifth of the month following the month worked. The mid-month for draw shall be made on the twentieth (20th) of the month or on the last working day prior to the 20th.

J. PERS Retirement.

(1) Public Employee Retirement System ("PERS") Members.

- a. For purposes of this Article, "employee" means an employee who is employed by the County on August 28, 2003 and who is eligible to receive benefits under ORS Chapter 238 for service with the County pursuant to Section 2 of Chapter 733, Oregon Laws 2003.
- b. Retirement Contributions. On behalf of employees, the County will continue to participate in and make contributions to PERS. The County will continue to "pick up" the six percent (6%) employee contribution to the Public Employees Retirement Fund.

(2) Oregon Public Service Retirement Plan Pension Program ("OPSRPPP")

- a. Members. For purposes of this Article, "employee" means an employee who is employed by the County on or after August 29, 2003 and who is not eligible to receive benefits under ORS Chapter 238 for service with the County pursuant to Section 2 of Chapter 733, Oregon Laws 733. Contributions to Individual Account Programs will be made in accordance with the law.

K. On Call Pay. No employee shall be considered to be "on call" unless specifically designated by the Sheriff or designee in advance to remain on call and subject to call out at a designated location. In the event such requirements are imposed, such on call shall be paid hour for hour at the employee's overtime rate. Being furnished a pager or cell phone is not on-call and is not compensable time.

11.2 Employees' Wage Plan.

A. Classification. All bargaining unit positions within the Sheriffs bargaining unit shall have a job "class title" and corresponding range. Bargaining unit classifications are listed in RU schedule and by this reference incorporated herein as though fully set forth.

B. Pay Schedule. Each position has a "range" and each range has seven steps. These

steps are designated as Step 1-7 respectively. The ranges and corresponding pay for each step are set forth in RU schedule.

C. Operation of Wage Plan: All new employees shall start at Step 1 of the range designated for the job class title for which employed unless a work equity analysis determines placement at a higher range/step. New employees may be placed on the wage schedule at the County's discretion subject to credentials and experience. Progression to each higher step shall be automatically granted on the basis of longevity unless the employee's Division Head or supervisor shall deny the advancement with justification specified in written form. The employee shall be given a copy of the denial. The employee or employee representative may appeal such decision in writing to a Review Committee consisting of the Association representative, County representative and a third party mutually agreed upon by the two. Notice of such appeal shall be sent to the Sheriff and Association representative within ten (10) working days of the denial of the step increase. The County representative, Union representative and a third party of their choosing shall meet within fifteen (15) working days to resolve the issue. Their decision shall be reduced to writing and shall be placed in the employee's personnel file. Such decision of the Review Committee shall be final and binding upon all parties.

D. Advancement. Employees may advance beyond Step 7 only by being promoted to a new position of higher "range." No employee shall be moved or reclassified to a new range and job title unless the employee's job is substantially changed in terms of type of work rather than quantity of work. Upon being placed in a new position, an employee shall start at Step 1. Provided, however, if said Step 1 is less than the preceding pay of the employee, the employee shall start at a step, which is a minimum of five percent (5%) greater than his prior rate of pay. The employee shall advance from step to step in accordance with the longevity requirement of each step. Measurement of longevity shall commence with assumption of a specific position.

E. Job Classification Review. An employee may make a written request for Job Classification Review to their Department Head or the Sheriff or his designee. If no action is taken on an employee's request for reclassification within six (6) weeks after receipt of the completed job description documents, then such request shall be submitted directly to the County Human Resources Manager. The Human Resources manager shall review the merits of the request normally within forty-five (45) working days of receiving the request and may conduct a classification audit. When a review cannot be completed, the Human Resources Manager shall notify the Union and the employee of the revised date of completion. The employee shall be notified in writing of the decision.

11.3 DPSST Differential. An adjustment to the employee's base pay (the appropriate range and step rate for an uncertified employee) will be made for DPSST certification attained by the employee as follows:

- A. Intermediate \$100
- B. Advanced \$200

These amounts are not cumulative.

11.4 Special Duty Pay. Employees assigned to Field Training Officer or Police Training Officer duties will be paid an additional 5% while performing such duties.

11.5 Bilingual Skills. Employees will be eligible for bilingual pay as specified in the county-wide Bilingual Pay policy.

11.6 Non-Uniform Clothing Reimbursement. Parole and Probation Officers will be entitled to three hundred dollars (\$300.00) per fiscal year for clothing or equipment that is appropriate.

ARTICLE 12 – OVERTIME

12.1 Overtime. Whenever the Sheriff deems it necessary due to an emergency or for purposes of efficiency, economy or otherwise, employees may be required to work overtime on any day, at any hour, or for so long a period of time as the Sheriff may direct.

A regular and probationary employee shall be compensated at the rate of time and one-half for time worked at the employee's regular position in excess of the number of hours in the workday or workweek regularly scheduled for that position, but in no event shall such compensation be paid twice for the same hours.

The overtime rate shall apply to all hours worked in excess of a full-time employee's regular scheduled shift. A part-time employee shall only be entitled to payment at the overtime rate for hours worked in excess of forty (40) hours per work week.

12.2 Form of Compensation. Compensation for authorized overtime shall be paid as mutually agreed by the employee and Sheriff/designee. Compensatory time off shall be scheduled by agreement between the supervisor and the employee involved as soon as is mutually convenient following the date on which the authorized overtime work giving rise to the compensatory time is accrued. Employees shall have the option to accumulate up to a maximum of forty (40) hours of compensatory time. Once the compensatory time cap of forty (40) hours is reached, subsequent overtime shall be paid as wages and shall be included in the employees' next regular paycheck.

Compensatory time balances shall be paid off under any of the following circumstances:

- A. End of fiscal year;
- B. Upon termination.

12.3 Scheduling Overtime. The County will make efforts to distribute overtime in a manner, which allows for equitable distribution among the work force. Regular and probationary employees shall be given the opportunity to sign up for up to twelve (12) hours of anticipated and scheduled overtime per month and available overtime opportunities shall be distributed equitably among those who volunteer to work before being assigned to others. If an overtime

opportunity is posted, then it shall be distributed among those who sign up within ninety-six (96) hours following posting of the part-time/overtime sign-up sheet.

ARTICLE 13 – SENIORITY

13.1 Definitions. Seniority shall be defined as total length of employment by Clatsop County in a bargaining unit position. In the event of layoff, any senior employee may inform the Human Resources Director of a desire to accept layoff, and to receive a notice of layoff. Otherwise, the County shall lay off in inverse order of bargaining unit seniority in accordance with the layoff article of this Agreement.

13.2 Probationary Employees. Probationary employees shall not receive credit towards completion of their probationary period for days on which they are laid off or on unpaid leave. Probationary employees may be laid off or terminated without cause. Probationary employees who complete their probationary period shall acquire seniority as of their date of hire and their names shall be added to the seniority list.

13.3 Loss of Seniority. Seniority shall be lost for the following reasons:

- A. If the employee quits.
- B. If the employee is discharged and any resulting grievance or litigation arising from that discharge has been exhausted.
- C. If the employee retires.
- D. If the employee is laid off because of a reduction in force or lack of work for a period in excess of twenty-four (24) months.
- E. If the employee fails to respond within three (3) working days after receipt of notice of recall from layoff. Such notice shall be sent by certified mail, return receipt requested and marked "deliver to addressee only" to the employee's last known address. The employee has the obligation to keep address and phone number current with the County Personnel Manager's office.

13.4 Trial Periods. A newly hired employee selected to fill a job opening shall serve an appropriate trial period of eighteen (18) months in the new position. Employees who at time of hire were Parole and Probation DPSST certified shall serve a twelve (12) month probationary period.

13.5 Layoff and Recall. In the event of a layoff, the County will lay off the employee(s) with least seniority. Except for financial circumstances beyond the control of the County or Sheriff, the County shall give two weeks' notice of layoff to the affected employee. In the event bargaining unit seniority is equal, then seniority with the County shall be determinative.

13.6 Recall of Laid-off Employees Because of Reduction in Force. Employees laid off because of reduction in work force shall be placed on a recall list for a period of 24 months. Employees on the recall list shall be recalled in the inverse order of their layoff to vacancies in the employee's job classification, or to vacancies in lower classifications within the bargaining unit for which the employee is qualified without further certification or academy attendance beyond a two-week Career Officer Development course. The employee shall be given fourteen (14) calendar days' notice of recall by certified mail with a copy forwarded to the Union. The employee must notify the County of the employee's intention to return to work within three (3) working days after receiving notice of recall but in no event will recall rights survive beyond fourteen (14) calendar days after mailing of the notice of recall to the address reflected in the employee's personnel record. Should the employee decline to accept recall or not respond, and then the employee shall be considered to have terminated employment with the County or the Sheriff's Office.

If an employee accepts a position that is not equal in range and classification to that which the employee held prior to layoff, the employee shall continue to retain recall rights as provided in this Section.

ARTICLE 14 - DISCIPLINE AND DISCHARGE

14.1 Function of Punitive Discipline. Punitive actions constitute a component of the disciplinary system. If the Department Director or designee has reason to discipline an employee, the Department Director or designee will make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or in the public. Punitive actions include:

- A. Written reprimand;
- B. Suspension without pay;
- C. Temporary reduction in rate of pay;
- D. Demotion;
- E. Dismissal.

Training or counseling memoranda provide forewarning and may be documented in a supervisor's notebook or file, and as such shall not be considered a written reprimand, nor documented in an employee's personnel file. If the County has reason to reprimand an employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public. Training or counseling memoranda or written or verbal admonishment(s) will be removed from the supervisor notebook or working file at the end of the relevant evaluation period. However, such electronic or written record(s) will be maintained in a

separate file/location and only be used to show forewarning or progressive discipline in later disciplinary action, or to show the County has managed or supervised with due diligence.

Copies of letters imposing discipline shall be forwarded to the employee and the FOPPO Chapter President when placed in an employee's personnel file. The employee shall be allowed an opportunity to write a rebuttal concerning a written reprimand, which shall be entered in the personnel file.

14.2 Just Cause. No employee shall be disciplined except for just cause.

14.3 Due Process Procedures.

A. Written Reprimands and Suspensions with Pay. Due process is not a factor when considering these types of discipline. Action of this nature shall be based on just cause as defined by 14.2.

Suspension with pay may be taken administratively and not as discipline whenever the circumstances warrant, for example, when a member is involved in a traumatic incident, or is suspected of misconduct, which warrants discharge or relief from duty. Under such circumstances, a member may be suspended with pay for the member's welfare, or until sufficient facts have been obtained in order to provide written notice and schedule an informal meeting between the person who has authority to investigate further or impose discipline. After the meeting and depending upon the outcome, it may be appropriate to change the suspension to one without pay if the facts warrant such action, or to restore the member to duty status.

B. Suspension Without Pay, Temporary Reduction in Rate of Pay, Demotion and Dismissal. A supervisor intending to take disciplinary action involving loss of pay, demotion or dismissal will, prior to taking such action:

1. Notify the employee and FOPPO representative in writing of the nature of the charges, which will include a copy of the complaint against the employee and which will identify the directives, policies, procedures, work rules, regulations, or other order of the County which appear to have been violated and a copy of the entire investigation including all materials reviewed by the County.
2. State the range of discipline that is being considered; and
3. Afford the accused employee an informal opportunity to respond to the charges orally or in writing, normally within five (5) days from receiving such written notice.

The opportunity to respond may occur at a meeting conducted and presided over by the supervisor with authority to impose or recommend the proposed disciplinary action. The meeting shall be informal and sufficient to assure the employee full opportunity to be heard, refute the charges, and have the employee's position considered prior to the imposition of discipline. Discipline action shall be based on just cause as defined by 14.2.

The meeting shall be taped recorded by the County or a written record made of the proceedings with a copy supplied to the Union.

The employee shall have the right to answer the charges in writing and orally. The employee shall be entitled to Union representation at all meetings when discipline under Article 14.1 is imposed.

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

Provided however that the foregoing preliminary due process procedure need not be followed if it would be impractical to provide such pre-deprivation process, a substantial governmental interest justifies prompt action, and post-deprivation process satisfies constitutional requirements (as is the case with grievance arbitration, for example), and substantial assurance exists the deprivation of pay for the duration of the suspension without pay is not baseless or unwarranted.

14.4 Complaints of Criminal Activity. Complaints against employees, which allege criminal violation(s), may be grounds for investigation or bringing criminal charges. Criminal proceedings are unrelated to discipline and will not serve to prevent the internal disciplinary process from dealing with the same matter.

Employees shall be entitled to Union representation at any meeting where the employee has a reasonable belief that the discussion may lead disciplinary action.

14.5 Appeal of Disciplinary Action. Employees who have completed their initial probationary period shall have the right to appeal disciplinary action through Article 15, Settlement of Disputes. Disputes involving discipline imposed by the Sheriff shall begin at Step 2 – Sheriff. However, no employee or Association grievance concerning a written reprimand may be processed to the County Manager or to arbitration.

14.6 Sheriff Policy and Procedures Related to Discipline.

Discipline investigations shall be conducted in accordance with CCSO Policy and as hereafter amended periodically with the understanding that discipline constitutes a mandatory subject of bargaining, and changes affecting mandatory aspects of the policy will not become effective until bargaining obligations have been met under the PECBA, or FOPPO has been provided notice of such changes and accepted the changes without a request to bargain.

The *status quo* at the time the Association was recognized as the representative of the bargaining unit included the Clatsop County Drug and Alcohol-Free Workplace Policy which provides for reasonable cause testing and not random testing.

ARTICLE 15 - SETTLEMENT OF DISPUTES

15.1 Grievance and Arbitration Procedure. To promote better Employer-Employee relationships, both parties pledge their immediate cooperation to settle any grievance or complaint that might arise out of the application, meaning, interpretation, or omission of this Agreement. In cases of discharge and/or suspension arising under Article 14, the employee shall have the right to initiate a grievance under Step 1 (in cases of suspension) or 2 (in cases of discharge) of this Article.

Step 1 - Division Head. If a matter subject to grievance is not resolved by the supervisor informally, a formal written grievance shall be used and shall include the nature of the grievance and requested action, the facts, the articles and terms of the contract violated and requested remedy. The written grievance shall be filed within fourteen (14) calendar days from the date the employee knew or should have known of the contract violation. The written grievance shall be presented to the Division Head of the employee. The Division Head shall respond to the grievance in writing within fourteen (14) calendar days from the date it is received by the Division Head.

Step 2 – Sheriff. If the matter is not resolved by the Division Head, it shall be presented to the Sheriff within fourteen (14) calendar days from the date the Step 1 response was received or from the expiration of the fourteen (14) calendar day Step 1 period, whichever occurs first. The Sheriff or his designee shall attempt to resolve such grievance within fourteen (14) calendar days and shall prepare a written decision.

Step 3 - County Manager. Should the aggrieved employee and the Sheriff fail to effect a settlement within the time provided at Step 2, the grievance shall be taken up with the County Manager or designee within fourteen (14) calendar days from the expiration of Step 2 period or from the date of receipt of the Step 2 response, whichever occurs first. The County Manager shall attempt to resolve such grievance within fourteen (14) calendar days. The County Manager's decision shall be in writing.

Step 4 - Arbitration. Should the aggrieved employee or FOPPO representative not be satisfied with the determination, FOPPO shall have the right to submit the matter to binding arbitration within fourteen (14) calendar days from the expiration of the time permitted at Step 3 or receipt of the decision at Step 3, whichever occurs first. The parties or their representatives shall jointly request from the State Conciliation Service, promptly as they may agree or not longer than fourteen (14) calendar days from receipt of the request for arbitration, a list of names of thirteen (13) arbitrators who are West Coast arbitrators. The parties shall strike names within ten (10) days from receipt of the list or within a reasonable time not to exceed 30 days, unless otherwise agreed to in writing, and shall thereafter schedule the grievance hearing date.

The Arbitrator's decision shall be final and binding upon both parties, but the Arbitrator shall have no power to alter in any way the terms of this Agreement and the Arbitrator shall be requested to issue his decision within thirty (30) days from the conclusion of the

proceedings. Expenses for the Arbitrator's services in the proceedings shall be borne equally by the County and FOPPO. However, each party shall be responsible for any other expenses incurred by them.

15.2 Time Periods. The term "working days" as used in Section 15.1 refers to Monday through Friday. The time period specified in this Article may be extended or modified by mutual consent. Any modification of time limits must be in writing. If the County fails to meet or answer any grievance timely, the grievance may be advanced to the next step by FOPPO. Failure by the employee or FOPPO to submit a grievance timely shall without a waiver, constitute abandonment of the grievance. Calendar days shall be counted from the day following the calendar day named in this Article; thus, "from" for example means that the first day counted is the next calendar day following the day referred to in relation to "from"; and the period ends with the close of business at 1700 on the fourteenth day.

Duties required by FOPPO of its officers and stewards, except attendance at meetings with the County or the Sheriff, supervisory personnel, and aggrieved employees arising out of a grievance already initiated by an employee under Article 15 hereof, shall not interfere with their or other employees' regular work assignments as employees of the County or the Sheriff's Office.

Meetings and attendance at grievance meetings and discipline or other FOPPO/County meetings related to labor contract matters shall be without loss of pay if on duty.

15.4 Grievance Meetings. The Sheriff and/or the County Manager or their designee(s) shall meet at mutually convenient times with representatives of FOPPO to adjust pending grievances, address issues concerning the administration of this labor contract, and to discuss avoidance of future grievances. In addition, FOPPO officers may discuss with the County or the Sheriff other issues which would improve relations between the parties. Prior notice of topics of discussion at such meetings shall be furnished by each party to the other.

15.5 Contract Violations. In the event there is a continuing grievable issue which an employee does not wish to grieve personally, FOPPO may take up the issue, but not on behalf of the employee. FOPPO shall have fourteen (14) calendar days from the knowledge of or reasonable knowledge of the occurrence for initiating a grievance under this Article. FOPPO may take up such grievance at Step 3.

ARTICLE 16 - EDUCATION AND TRAINING

16.1 Conferences, Seminars, and Educational Programs. Employees will be granted time away from their work at their regular rate of pay when directed by their Division Head, Sheriff or supervisor to attend professional/program meetings and conferences, seminars, or educational programs which are intended to improve and upgrade the employee's skill or professional ability. The Division Head, Sheriff or supervisor must approve all such educational leaves. Travel time/training time outside normal working hours of an employee will be considered as being on County or Sheriff's business for liability and Workers' Compensation purposes regardless of whether the time is compensable under this contract or as required by law. Training and travel

time shall be deemed hours worked and paid in accordance with the travel time rules of the FLSA. The County will not provide any automobile insurance for employees using their personal vehicles for County/Sheriff's Office purposes. The County/Sheriff's Office will make a reasonable attempt to assign a vehicle when travel to a conference, seminar, or educational program within Oregon is required.

Whenever a conference, seminar, or educational program is broken by a weekend and is being held within a four-hour travel radius of Astoria via automobile, travel expenses shall be provided to the employee for return home and back during the weekend break.

An employee may request time off duty, a leave of absence without pay, vacation, or the ability to attend a training opportunity on a voluntary basis and the Sheriff may authorize voluntary attendance at a training opportunity without loss of pay, and with partial or full reimbursements in any category of expenses associated with the employee's attendance at a particular training which is voluntarily requested and granted on the basis of the Sheriff's authorizations.

16.2 Time of Training Periods. Training programs may be conducted either during or after regular working hours or both. If attendance is mandatory, (training, staff meetings or qualification, for example), and such training is on a scheduled day off or during off duty hours, employees shall be compensated for their attendance at the rate of one and one-half (1-1/2) times the regular hourly rate of pay.

Voluntary attendance by employees at training sessions sponsored or conducted by an employer or entity other than Clatsop County, or training sponsored by the County for the benefit of the local law enforcement community which correspond to courses offered by DPSST shall not be compensated unless arrangements for attendance and for compensation of such training are made and approved prior to the training.

Expenses for educational programs to include college and/or electronic/ correspondence work and tuition, books, manuals, tapes, or other training aids shall be paid by the County if the training is mandatory or when prior arrangements have been made and approved if the training is voluntary; provided, however that the employee shall be solely responsible for such expenses if s/he fails to attain a grade of C or better or a grade of pass where the course is graded as pass/fail.

ARTICLE 17 - GENERAL PROVISIONS

17.1 Gender. All reference to employees in this Agreement shall designate both sexes, and whenever the male gender is used, it shall be construed to include both male and female employees and vice-versa.

17.2 Work Rules. The Sheriff retains broad authority to adopt policy and procedure not inconsistent with law or contrary to the terms of this Agreement. Whenever the Sheriff or

executive staff intends to adopt a developed/written change in policy and practice which constitutes a change in a mandatory subject of bargaining or a change that significantly impacts on a mandatory subject, the County will provide written notice of the change including the effective date of the change, delivered to the FOPPO Chapter president. In addition to bargaining in accordance with the requirements of the Public Employee Collective Bargaining Act, the parties will endeavor to communicate concerns and recommendations collaboratively concerning changes as they are identified.

17.3 Personnel Files. An employee has the right to inspect the contents of the employee's personnel file upon request to the Personnel Department, excluding the confidential reports from previous employers or records of an employee relating to the conviction, arrest, or investigation of conduct constituting a violation of the criminal laws of the State of Oregon, or another state of the United States. Negative or derogatory material shall not be placed in an employee's file unless the employee has had a reasonable opportunity to review the material. Employees will be required to sign such material to indicate that they have reviewed it; provided however that an employee's signature shall not be construed as an acknowledgment that the facts or circumstances described are accurate or that the opinions expressed have merit. If the employee refuses to sign such material, it may be placed in the employee's personnel file with a notation that the employee refused to sign for such material after being given an opportunity to do so. Employees may include in their personnel file any relevant materials including, but not limited to, letters of favorable comment, certificates, licenses, and academic credits. Employees may protest, or comment upon, in writing, any materials placed in their personnel file. Such comment/protest shall also be placed in the personnel file.

17.4 Visits by Union Representatives. Accredited representatives of the Union will be granted reasonable access to County or Sheriff's Office facilities and employees for purposes of investigation of grievances and official Union business, provided such visitation does not interrupt the employee's work, and the Sheriff or executive staff member has been notified and approves of such visits.

17.5 Bulletin Boards. The Union will be allowed to use a designated bulletin board to post notices regarding Union business. The Union shall limit its posting of notices and bulletins to such bulletin boards.

17.6 Contract Negotiations. The negotiating team for the Union, to be comprised of no more than two (2) employees, shall be permitted to attend negotiating meetings relative to securing contract renewal to the extent such meetings are scheduled during duty hours of the members attending. Bargaining may be undertaken without loss of pay during work hours by two (2) bargaining unit member (FOPPO Chapter officer), subject to call and/or operational needs.

17.7 Non-Discrimination.

A. The County and the Sheriff, and the Union agree that each will not discriminate against any employee because of that employee's race, religion, color, national origin, sex, age, marital status, sexual orientation or disability which is subject to reasonable accommodation. This provision shall not apply if an employment decision is based on a *bona fide* occupational qualification.

B. The County, the Sheriff and the Union agree that each will not discriminate against any employee for either engaging in or refraining from engaging in lawful Union activity, and shall not interfere, restrain or coerce in or because of the exercise of rights guaranteed under ORS 243.662; and shall not dominate, interfere with or assist in the existence or administration of the Union or the County.

17.8 Voluntary Drug and Alcohol Treatment.

A. The primary objectives of this drug and alcohol policy are to maintain employee performance and good health, and a safe work environment. If, prior to a requirement by County that the employee submit to any of the tests in this policy, the employee notifies a supervisor that the employee has a drug or alcohol problem that requires treatment, then in that event the employee shall immediately submit to a medical evaluation by a qualified drug and alcohol medical provider selected and paid by County. If recommended by the qualified drug and alcohol medical provider, the employee shall enroll in a rehabilitative treatment program. While in the treatment program, the employee will be granted an unpaid leave of absence. The employee is responsible for cost of the treatment program.

B. If an employee has previously enrolled in voluntary rehabilitative treatment described in this section and subsequently again volunteers for such treatment in advance of being required to submit to any of the tests specified in this policy, then the employee shall immediately submit to a medical evaluation by a qualified drug and alcohol medical provider selected and paid by County and shall successfully complete the treatment program recommended by the qualified drug and alcohol medical provider. While in the treatment program, the employee will be granted an unpaid leave of absence. The employee is responsible for costs of the treatment program. If the employee fails to complete the treatment program successfully, the employee shall be terminated.

17.9 Existing Conditions. No reduction in existing working conditions or benefits which constitute mandatory subjects for bargaining not covered elsewhere in this Agreement shall be made. Any dispute as to whether a change in working conditions or benefits is justified may be taken up as a grievance. The benefits provided by this Agreement shall be exclusive and shall be in lieu of all economic or related benefits heretofore provided by County. Nothing in this Agreement, however, shall be construed to prohibit or limit the right of County to grant time off with pay for personal reasons, natural disasters, rescue work or property damage, consistent with County's prior practice or orders.

ARTICLE 18 - SAVINGS AND FUNDING CLAUSES

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

18.2 Funding Clause. The parties recognize that funding of wages and benefits provided by this Agreement must be approved annually by established budget procedures. Wages, benefits and staffing are contingent upon sources of revenue and annual budget approval. In the event that the County determines that layoffs definitely will occur as a result of budget decisions, the County will notify the Union prior to issuing layoff notices, and the parties will explore cost saving alternatives in order to avert layoffs. This article is not a waiver of economic provision of this Agreement.

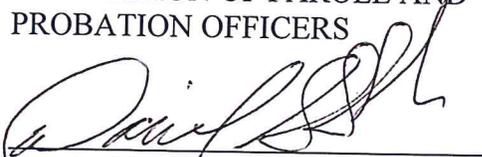
ARTICLE 19 – DURATION

19.1 Duration. Unless explicitly provided otherwise herein, this Agreement shall be effective upon execution and shall remain in effect through June 30, 2024. This Agreement shall be automatically renewed from year to year after, unless either party shall notify the other in writing 180 calendar days or more prior to June 30, 2024, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than March 1st of the year in which this Agreement term ends. This Agreement shall remain in full force and effect during the period of negotiations.

ARTICLE 20 – SIGN-OFF

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 30 day of July, 2022.

FEDERATION OF PAROLE AND
PROBATION OFFICERS



Dan Smith
President

FOR CLATSOP COUNTY



Matthew D. Phillips
Clatsop County Sheriff



Mark Kujala
Chair, Board of Commissioners



Heather Senquiz
Vice President



Don Bohn
Clatsop County Manager



Monica Steele
Assistant County Manager



Kelly Stiles
Human Resources Director