

COLLECTIVE BARGAINING  
AGREEMENT

BETWEEN

JOSEPHINE COUNTY  
AND THE  
FEDERATION OF OREGON  
PAROLE AND PROBATION OFFICERS

7-1-20

TO

6-30-22

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# **ARTICLE 1. AGREEMENT AND RECOGNITION.**

## **Section 1.1. Preamble.**

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

## **Section 1.2. Scope of Bargaining Unit.**

The bargaining unit, through agreement, shall apply to all regular employees in the classification of parole and probation officer excluding persons holding temporary appointments, and interns, and supervisory, managerial and confidential employees, as defined by the Public Employee Collective Bargaining Act.

## **Section 1.3. Recognition.**

The County recognizes the Federation of Oregon Parole and Probation Officers (hereinafter referred to as “Federation”) as the exclusive bargaining representative of all regular parole and probation officers for the purpose of establishing wages, hours, and other conditions of employment for all County employees classified as Parole and Probation officers.

## **Section 1.4. Intent.**

This document represents the full agreement between County and Federation. The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment and to promote general efficiency of the employees covered in providing services to the citizens of Josephine County. All previous agreements between the parties or individual employees covered by this Agreement are hereby superseded.

## **Section 1.5. Copies.**

There shall be at least two signed copies of the final Agreement for the purpose of records. At least one copy shall be retained by County and one by Federation.

## **ARTICLE 2. DEFINITIONS.**

### **Section 2.1. Definitions.**

The following definitions shall apply throughout this Agreement:

“Board of County Commissioners” -- The three (3) persons elected to serve as the executive body of the County.

“Calendar Year” -- The twelve (12) month period beginning January 1 and ending December 31.

“Classification” -- A group of positions or jobs sufficiently alike in minimum skills, abilities, knowledge, duties, authority and responsibilities that carry similar market value, and therefore the same pay range is applied to all positions in the group.

“Compensatory time off” -- Time credited to an employee for working overtime and which is granted as time off from the job with pay.

“Continuous Service” -- Employee's length of service with the County, unbroken by separation from employment, since her or his last date of hire.

“County” -- Josephine County, Oregon, its Elected Officials, Department Heads and/or their designated representatives.

“Department” -- An operational subset of the County made up of programs, offices, and/or divisions.

“Director” -- An individual charged with overall operational and managerial responsibilities for a Division.

“Division” -- An operational subset of the County responsible for managing multiple programs. The Division is the highest level of organization within County government.

“Federation” -- The Federation of Oregon Parole and Probation Officers.

“Federation Steward” -- A bargaining unit employee chosen from among bargaining unit employees, to represent employees and assist them in the applications of the Agreement.

“Grievance” -- A dispute regarding the application, meaning, or interpretation of a particular clause of the Agreement or an alleged violation of the Agreement. A dispute is not a grievance until the County has been informed formally or informally as set forth in Article 25 Grievance Procedure.

“Grievant” -- A bargaining unit employee who is alleging a violation of the Agreement or misapplication or misinterpretation of the Agreement and has formally or informally notified the County as set forth in Article 25 Grievance Procedure.

“Higher classification” -- A classification with a higher maximum base salary.

“Human Resources Office” -- The County Office responsible for the administration of the personnel program which includes recruiting, compensation, benefit administration, and employee and labor relations.

“Immediate family” -- The spouse or domestic partner, mother, father, sister, brother, child, grandparent, and grandchild of an employee or her or his current spouse, and any other relative of the employee residing in the employee's immediate household.

“Layoff” -- A curtailment of a position, either completely or a portion of its FTE level.

“Lead worker” -- An employee who is assigned to perform the duties of a Lead Parole and Probation worker.

“Lower classification” -- A classification with a lower maximum base salary.

“Nonexempt employee” -- An employee for whom the Fair Labor Standards Act requires the payment of an overtime rate for hours worked in excess of 40 in her or his workweek.

“Paid leave” -- An employee benefit which, through rules or provisions of the collective bargaining agreement, provides: paid time off for such reasons as sickness, injury, bereavement and vacation. This is a period of time in which an employee receives compensation but during which County work and responsibility is suspended.

“Personal leave” -- An employee benefit which provides time off for personal reasons.

“Position” -- A classified job to which an employee may be assigned within a department, according to the needs of the department, and the employee's abilities and qualifications.

“Probationary Period” -- A Parole/Probation Officer who is in their first twelve (12) months of employment with Josephine County, unless their probationary period is extended at the employer's discretion for an additional six (6) months of employment.

“Promotion” -- An employee who moves to a higher classification as a result of the completion of a professional certification program or the attainment of advanced professional competence.

“Regular employee” -- An employee in a regular budgeted and authorized bargaining unit position and classification who has satisfactorily completed her or his probationary period following initial hire.

“Sick Leave” -- An employee benefit which provides for compensated time for employees who are absent due to personal illness, a death in the immediate family, or emergency needs due to illness of an immediate family member; as governed by the provisions of the contract. Sick leave may be used as personal leave.



“Retire or Retirement” -- When an employee separates from County employment, and any of the following events or conditions occur: 1) Retirement benefits commence from PERS or Social Security, 2) The employee has provided at least twenty-five (25) years of County service, 3) The employee is over the age of 50 and deferred compensation benefits, if any, have commenced; or 4) The employee chooses to separate from County employment and chooses to cash out or roll over any available benefits according to this contract. An employee can only retire once from the County.

“Transfer” -- The movement of an employee from one position to another position, or from one set of job duties to another set of job duties, in the parole and probation officer classification.

“Vacancy” -- A duly created budgeted position which has not been filled.

“Vacation” -- An employee entitlement which through rules or provisions of the collective bargaining agreement provides a time of respite; a scheduled period of time in which employees receive compensation but during which County assigned work and responsibility is suspended.

“Workday” -- A period of time beginning at 12:00 a.m. and ending at 11:59 p.m. (midnight).

“Work Interval”-- The workday will be broken into work intervals. A work interval will be considered any fifteen (15) minute segment of the work day.

“Workweek” -- A seven-day period ending at 11:59 p.m. on Saturday and beginning at 12:00 a.m. on Sunday, unless otherwise set for a particular employee.

## **ARTICLE 3. NON-DISCRIMINATION.**

### **Section 3.1. Non-Discrimination and Harassment.**

The County and the Federation agree that they will fully comply with applicable laws regarding discrimination and harassment. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination or harassment as to age, marital status, disability, race, color, creed, sex, national origin, union membership, political affiliation or membership in other protected groups under applicable law.

### **Section 3.2. Complaint Procedure.**

Claimed violations of Section 3.1 may be pursued through the County's identified complaint procedure, the grievance procedure contained in Article 25 of this Agreement, or alternate legal procedures. The County's complaint procedure states that employees who have harassment/discrimination complaints should make a report to their supervisor and/or department head. If this is not appropriate or comfortable for the employee, employees are urged to seek assistance directly from the Human Resources Office.

Supervisors, managers and the Division Manager who receive complaints from employees shall report such complaints immediately to the Human Resources Office. After notification of an employee's complaint, a confidential investigation will immediately be initiated by the Human Resources Officer to gather all of the facts about the complaint. All employee complaints will initially be evaluated by the Human Resources Office. If it is decided that an investigation is not necessary the matter will be forwarded to the Division Manager for immediate evaluation and timely follow-up.

## **ARTICLE 4. MANAGEMENT RIGHTS.**

### **Section 4.1. Exclusive Rights.**

The County retains all the customary, usual and exclusive rights, decision making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the County or any part of it.

Without limitation, but by way of illustration, the exclusive prerogatives, functions, rights and authority 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 and functions of the County and its departments, as it determines appropriate and to adopt and enforce such work rules and policies as set forth under the guidelines of Article 27.1 Future Rules to further such operations and functions.
- D. To close, liquidate or reduce any department, division, office, branch, operations or facility, or combination of facilities, or to relocate, reorganize or combine the work of departments, 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 methods, processes and manner of performing work; the right to hire, promote, demote and retain employees, and to transfer them within the same pay range; the right to lay off; the right to abolish positions or reorganize divisions or departments; the right to determine schedules of work; the right to purchase, dispose of and assign equipment and supplies.
- F. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
- G. To establish, revise and implement standards of hiring, classification, promotion, quality of work, quantity of work, safety, materials, equipment and appearance.
- H. To implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- I. To contract or subcontract work, providing that the County will bargain the impact of such decision with the Federation upon written demand.
- J. To assign shifts, workdays, hours of work, and work locations.
- K. To designate and to assign all work duties.

- L. To establish new duties, to revise classifications, specifications and duties, except as expressly limited by specific terms of this Agreement.
- M. To determine the need for and the qualifications of new employees, transfers and promotions.
- N. To discipline, suspend, demote or discharge employees.
- 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 such periods as determined by the County.

The exercise of any management prerogative, function or right which is not specifically modified by this Agreement is not subject to the procedure set forth in the Grievance Procedure of this Agreement.

## **ARTICLE 5. FEDERATION RIGHTS.**

### **Section 5.1. Source of Rights.**

Privileges and benefits provided to County employees from other rules, policies, ordinances or orders shall not be applicable to bargaining unit employees except as may be specifically provided in such rules, policies, ordinances or orders.

### **Section 5.2. Federation Membership Dues.**

Federation membership dues shall be deducted from member's base monthly salary who individually authorize such deductions in writing on the form provided by the Federation and given to the County.

### **Section 5.4. Federation Visitation.**

- A. The Federation shall provide the County Human Resources Office with the names of its authorized Business Representative assigned to the bargaining unit covered by this Agreement. Such Business Representative may be allowed to visit the work areas of employees during the employees' break or lunch periods, after hours, or at such other times as may be approved by the employees' Administrative Director or other authorized County representative. Such approval shall not be unreasonably withheld.
- B. Upon approval of their Administrative Director or other authorized County representative, designated Federation Stewards may be granted reasonable time off during regularly scheduled working hours without loss of pay or other benefits to investigate and process grievances. Such approval shall not be unreasonably withheld.
- C. President's Time: Upon approval of their Department Head or other authorized County representative, the Union President or designee shall be allowed up to fifty-six (56) hours per year, with pay, for the purpose of administering Union Functions throughout the County. Such approval shall not be unreasonably withheld.

### **Section 5.5. Use of County Resources.**

The County will allow reasonable use of County buildings, equipment, facilities, and resources for the purpose of union activities and holding Union meetings, based upon obtaining prior approval and the availability of space. The Union will not cause any expense to be incurred by the County through its use of County buildings, equipment, facilities, and resources without prior approval.

### **Section 5.6. List of Employees.**

Upon request, the County shall provide the Union with a listing of the names, mailing addresses, birthday, base pay, work assignment, work schedule, county seniority date, parole and probation

officer seniority date and fair share status of bargaining unit employees. Each month the County will provide the Union with the names of all new hires and terminations which have occurred during the previous month. Such listing shall contain the names of the employees, along with their mailing address and work location.

**Section 5.7. Contract Negotiations.**

Collective bargaining shall be held during day shift hours (8 a.m. to 5 p.m.), on County premises, and without loss of pay to authorized participating employees for up to eighty (80) aggregate hours, unless otherwise mutually agreed upon by the parties. No more than three (3) employees are considered on duty for time spent bargaining.

## **ARTICLE 6. VACANCIES.**

### **Section 6.1. Position Vacancies.**

Applications will only be accepted when a vacancy exists and has been announced by the Human Resources Office. All position vacancies must be approved by the Board of County Commissioners prior to the recruitment, selection and appointment to fill the vacancy.

### **Section 6.2. Vacancy Announcements.**

Notice of all job openings within the County, except for positions posted internally within a Department, shall be posted on bulletin boards for a period of five (5) working days with a copy of all job openings supplied to the Federation. Such notice shall be on the regular County format, and shall include things such as description of the duties of the position, a statement of all bona fide job-related qualifications required for the position and the salary range of the position. Bargaining unit employees may choose to apply for potential job openings in the Department when absent from work by completing in advance an application letter and providing it to their immediate supervisor for submission to the Human Resources Office.

### **Section 6.3. Applications.**

All employees applying for another position in the County shall complete and submit an application form with the Human Resources Office within the posted time frames.

## **ARTICLE 7. PROBATIONARY PERIOD.**

### **Section 7.1. Purpose.**

The probationary period is an integral part of the selection process and provides the County with the opportunity to upgrade and improve the quality of its services by observing a new or promoted employee's work, by training new and promoted employees, by assisting new and promoted employees in adjusting to their positions, and by providing an opportunity to reject any new or promoted employee whose work performance fails to meet required work standards or expectations.

### **Section 7.2. New Employees.**

Newly appointed Parole/Probation Officers with Josephine County Community Corrections shall be probationary employees for the first twelve (12) months of employment. Newly appointed employees may, at the employer's discretion, have their probationary period extended for a period not to exceed six (6) additional months. All probationary period extensions will be reported on a timely basis prior to the extension to the local Federation representative. All probationary employees will receive a written performance appraisal from their supervisor no later than the first six (6) months of employment and at the end of their probationary period. Following the first six (6) months of employment, newly hired employees shall be eligible to use accrued leave as provided herein.

### **Section 7.3. Probationary Conditions.**

Federation recognizes the right of County to: a) terminate probationary employees for any reason including failure to pass the mandatory Department of Public Safety and Standards (DPSST) training course and such termination shall not be subject to the Grievance Procedure, , and b) to exercise all rights not specifically modified by this Agreement with respect to such employees, including but not limited to, the shifting of work schedules and job classifications, the assignment of an on-the-job training, cross-training to other classifications, the assignment to educational courses and training programs. Probationary employees are required to successfully complete the Field Training Manual within the twelve (12) month probationary period. Probationary employees shall be given reasonable amounts of time to complete the Field Training Manual. There will be periodic reviews on the progress the probationary employee is making towards completion of the Field Training Manual. The responsibility for this periodic review will be jointly shared by the probationary employee and immediate supervisor.



## **ARTICLE 8. PERSONNEL FILE.**

### **Section 8.1. Location and Review of File.**

The official personnel file, both paper and electronic, shall be maintained in the Human Resources Office and is solely the property of Josephine County. Upon reasonable request, an employee or, upon written authorization from the employee, the Union Representative may review or copy her or his paper and electronic personnel and/or unofficial personnel file, except for references from previous employers and other materials as prescribed by law, e.g., workers' compensation claims documents, medical information, etc.

### **Section 8.2. Critical Material.**

No material reflecting critically upon the employee shall be placed in her or his personnel file without her or his signature or the opportunity to sign the material. Signature by the employee does not necessarily indicate agreement with the material. If the employee refuses to sign, the supervisor shall note such fact on the material. A copy of the material shall be provided to the employee within seven (7) days of its placement in the file. Any disciplinary material shall be removed from the personnel file after three (3) years provided there are no subsequent disciplinary actions. The removal of disciplinary material is to be at the written request of the employee or his union representative. Removed disciplinary material may be kept in a separate file for purposes of litigation defense.

### **Section 8.3. Employee Response.**

If an employee believes material which has been or is to be placed in her or his personnel file is incorrect, she or he may prepare a written explanation or opinion regarding the particular material and have it included in the personnel file. Notice of the intent of the employee to supply such written explanation or opinion must be presented to the Human Resources Office within seven (7) days of the date the material in question is placed in this personnel file. This explanation shall not be construed to be a grievance from the employee.

### **Section 8.4. File Material.**

Employees may include in their files copies of any relevant material they wish, such as letters of favorable comments, licenses, certificates, college course credits or any other material that is job related. The Human Resources Officer shall exclude and return to the employee any material which constitutes a violation of law, County policy, or provisions of this agreement.

## **ARTICLE 9. HOURS OF WORK.**

### **Section 9.1. Work Week.**

It is recognized by both parties that employees are required, by the nature of their job, to work an irregular forty (40) hour work week in the performance of their duties. It is, therefore, incumbent on the employees and the supervisors to work together in scheduling these hours in the best interest of providing adequate and effective service.

The official work week shall consist of a seven-day period. The normal workweek is forty (40) hours, falling within the seven-day period with at least two (2) consecutive days off. An employee may voluntarily request to work a regular or temporary work schedule that does not have two (2) consecutive days off subject to written supervisor approval.

### **Section 9.2. Changes in Schedules.**

Changes in regular work schedules may be made by the County provided that affected employees are given adequate notice of such changes. Except for emergency situations, and for the duration of the emergency, notice of a permanent change in a regular work schedule shall be given at least fourteen (14) days in advance. Employees will have the option to establish a flexible work schedule with the approval of the employee's immediate supervisor.

### **Section 9.3. Rest Periods.**

As scheduling and workload allow, each employee shall be allowed a fifteen (15) minute rest period during each four hour work period. The time at which rest periods are taken by an employee shall be scheduled in accordance with the operating requirements of each department, and shall be considered on-duty time. Employees and their supervisors are permitted to work out alternate rest periods. However, nothing in this Article shall permit employees to "bank" or store break periods from one four hour work period to the next.

### **Section 9.4. Meal Periods.**

As scheduling and workload allow, each employee shall be granted and must take an uncompensated thirty (30) or sixty (60) minute meal period during each five (5) or more hours of work performed. To the extent consistent with the operating requirements of the department in which the employee is employed, meal periods shall be scheduled at or about the middle of the work shift.

Employees may be authorized to work during, and be paid for meal periods, based upon reasonable operating needs and with prior supervisory approval. The rules promulgated by the Bureau of Labor and Industries (BOLI) commission pursuant to ORS 653.261(1) do not apply to employees covered by this agreement as they pertain to meal and rest periods.

**Section 9.5. After Work Hours.**

The County agrees that when employees are contacted by law enforcement by phone during off duty hours to conduct work at home, as compensation for this work, each employee will receive twenty-four (24) hours (two (2) hours per month) of paid time off on the first day of January each year. The paid time off shall be credited to each eligible employee's paid leave (PTO) bank. Such hours are in addition to the accrual rates noted in Article 14.1 A. All hours credited are subject to the rules cited in Article 14 – Paid Leave (PTO Plan).

**Section 9.6. Absent Without Leave.**

Any employee who fails to report for scheduled work for two (2) consecutive work days shall be considered as having abandoned her or his position and resigned her or his employment, except as may be protected by applicable law. The County may declare the position vacated except and unless the employee can furnish evidence that she or he was unable to notify her or his supervisor of her or his intent to be absent and/or be at work by reason of sickness, disability or other legitimate reason beyond her or his control.

## **ARTICLE 10. OVERTIME.**

### **Section 10.1. Work of Overtime.**

- A. Whenever a supervisor deems it necessary, because of emergency or for purposes of efficiency, economy or otherwise, she or he may require employees to work overtime. Employees shall not work overtime without prior approval from their supervisor.
- B. The County shall attempt to give as much notice as possible of the need to work overtime. In assigning overtime work, the County agrees to consider any unusual circumstances which might cause such an assignment to be a burden upon the employee.

### **Section 10.2. Overtime Compensation.**

Employees who are not exempted from overtime pay requirements of applicable wage and hour laws will be compensated at one and one-half (1-1/2) times their regular rate for hours worked in excess of forty (40) in a workweek.

### **Section 10.3. Overtime Procedures.**

Except in emergency situations, all work performed in excess of forty (40) hours per week must be authorized in advance by the supervisor. Emergency overtime must be reported to the supervisor within seventy-two (72) hours of its occurrence. An employee who works more than forty (40) hours in a workweek shall receive compensatory time off as scheduling permits and with approval of the supervisor.

### **Section 10.4. Compensatory Time.**

Overtime shall be compensated in the form of compensatory time off in accordance with federal law, unless the County elects to pay cash for such overtime. Compensatory time may be accumulated to a maximum of 80 hours. If the County so elects, cash payment for the overtime shall be included on the paycheck covering the pay period in which the overtime is worked (as long as it was properly recorded and approved in the time and attendance system).

Compensatory time may be taken upon the request of the employee if the supervisor agrees, based on the associated costs and operating needs of the Division.

The Fair Labor Standards Act (FLSA) allows the County to unilaterally require employees to use their accrued compensatory time. If an employee reaches 80 hours of accrued compensatory time and does not take immediate steps to reduce his/her compensatory time, the supervisor could then order the employee to take compensatory time at specified times.

**Section 10.5. Calculation of Overtime.**

Overtime shall be calculated to the nearest fifteen (15) minutes.

# **ARTICLE 11. HOLIDAYS.**

## **Section 11.1. Recognized Holidays.**

The following days shall be recognized as holidays under this Agreement:

<b><u>Holidays</u></b>	<b><u>Dates to be Observed</u></b>
New Years Day	January 1
Martin Luther King Day	Third Monday of January
Presidents Day	Third Monday of February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving	Friday following 4th Thursday of November
Christmas Eve	December 24
Christmas Day	December 25
One floating holiday	Employees' choice subject to County staffing requirements

Any other day declared by the Board of County Commissioners.

## **Section 11.2. Holiday Pay.**

An eligible full-time employee shall receive eight (8) hours of pay for each listed holiday on which she or he performs no work. The floating holiday shall be credited to each eligible employee's paid leave (PTO) bank on the first day of January each year. Such hours are in addition to the accrual rates noted in Article 14.1 A. All hours credited are subject to the rules cited in Article 14 – Paid Leave (PTO Plan).

## **Section 11.3. Weekend Holidays.**

If a holiday listed in Section 11.1 above falls on Sunday, the following Monday shall be observed as the holiday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday is observed on an employee's regularly scheduled day off, an alternate day will be observed by her or him as the holiday or it shall be credited as straight time Comp Earned on their time sheet.

## **Section 11.4. Holiday During Vacation.**

Should an employee be on vacation leave when a holiday occurs, the holiday shall not be charged against the employee's available vacation balance.

**Section 11.5. Eligibility.**

An employee who does not have any earnings from work or paid leave in a calendar month will not qualify for holiday pay or compensatory time for any holiday that falls within that month.

**Section 11.6. Holiday Work.**

If an employee is required to work on any of the holidays listed in Section 11.1 she or he shall be paid at one and one-half (1-1/2) times her or his regular rate for each hour worked in addition to any holiday pay for which she or he is eligible, or at the option of the County, be credited with compensatory time off equal to one and one-half (1-1/2) times the amount of time worked on the holiday in addition to any holiday pay for which she or he is eligible.

## **ARTICLE 12. WORKERS' COMPENSATION.**

### **Section 12.1. Workers Compensation.**

- A. When an injury or illness occurs in the course of employment, the injured or ill employee may utilize her or his accrued paid leave or compensatory time to receive the difference between payments received under Workers Compensation and her or his regular salary (net after taxes). In such instances, prorated charges shall be made against the employee's accrued paid leave banks.
- B. The County will continue to provide health benefits for employees who are coordinating paid leave with time loss payments from workers compensation.



## **ARTICLE 13. OTHER LEAVES.**

### **Section 13.1. Paid Leaves of Absence.**

Employees will be granted a leave of absence with pay in proportion to their assigned work schedule for:

- A. Service with a jury, provided that the salary paid to the employee for the period of the absence shall be reduced by the amount of money she or he receives for jury service;
- B. Instances when they are unable to report for their regular duties because of natural disasters beyond their control; or because they are needed to work for the safety of their family or to prevent property damage; or to help rescue operations to save life and property. The Administrative Director may grant leave under this paragraph only when the Board of County Commissioners has determined that these conditions exist.

### **Section 13.2. Military and Peace Corps Leave.**

Military and Peace Corps leave shall be granted in accordance with Oregon Revised Statutes and federal law.

### **Section 13.3. Family and Medical Leave.**

Leave may be taken by eligible employees pursuant to FMLA and/or OFLA regulations. Employees must make application for Family and Medical Leave at least 30 days prior to the event or as soon as they become aware of the need for such leave. The employee is expected to make application for Family and Medical Leave for absences due to illness or injury beyond three (3) days.

An employee who is qualified for and utilizes leave under the provisions of this section shall have all such leave time counted towards the annual amount allowed under FMLA and/or OFLA. Unless designated by the employee, PTO leave banks will be reduced before compensatory leave. In the event that leave banks are depleted the employee will be in approved leave without pay status through the remainder of the qualified leave.

The County shall continue to make the contributions for medical, dental and vision insurance coverage while the employee is on qualified leave, and the employee shall be required to pay any required co-payment and the employee's portion of premium for such coverage to stay in effect for the full term of the leave.

The County may require medical certification(s) to support a request for leave and may require additional medical opinions as allowed under FMLA and/or OFLA regulations. Upon return from Family and Medical Leave, employees shall be restored to their original or equivalent positions with equivalent pay and benefits. If the Family and Medical Leave was for the employee, the employee may be required to provide a medical release upon returning to work.

#### **Section 13.4. Leave Without Pay.**

- A. In instances where the work will not be seriously handicapped by the temporary absence of an employee, the County may grant a leave of absence without pay not to exceed six (6) months. Requests for such leave must be in writing and must establish reasonable justification for approval of the request. Normally, such leave will not be approved for an employee who is accepting employment outside the County's service. Employees must exhaust all available paid leave before they will be granted an unpaid leave of absence of any type.
- B. Employees shall automatically move into leave without pay status when leave banks are depleted during Family and Medical Leave and applicable leave laws shall govern.
- C. When leave without pay is granted for illness or injury not qualified under Family and Medical Leave, the County may choose to require that the employee submit a certificate from the attending physician or practitioner. In the event of a failure or refusal to supply such certificate, or if the certificate does not clearly show sufficient evidence to preclude the employee from the performance of duties, such unpaid leave shall be canceled and the employee's services terminated.
- D. Employees who are on leave without pay in excess of three (3) days in a calendar month will be required to self pay a prorated health insurance premium, except when on Family and Medical Leave.
- E. Failure to obtain approval for leave without pay as provided herein can result in discipline up to and including the termination of employment.

#### **Section 13.5. Failure to Return from Leave.**

Any employee who has been granted any type of unpaid 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 her or his position with the County, and her or his position shall thereupon be declared vacated, except and unless she or he has furnished evidence that she or he was unable to return to work for reasons protected by applicable Federal or State laws.

#### **Section 13.6. Hardship Leave.**

Applicants for hardship leave shall apply in writing to the Human Resources Office, accompanied by the treating physician's written FMLA statement certifying that the prolonged serious health condition of the employee, or a prolonged serious health condition in the employee's immediate family, will continue after the employee is projected to exhaust all accumulated paid leave. Hardship leave is not intended to cover intermittent FMLA leave nor a period of time that precedes the date of the hardship leave request.

Upon determination that the written request satisfies the hardship leave requirements, the County shall approve no more than two (2) separate and distinct leaves, totaling at least one full calendar week in length each, and not more than 480 hours total during the term of this agreement. That amount shall be pro-rated for part-time employees. Approval shall be subject to availability of donations from County employees to cover all hardship leave costs. The Human Resources Office, shall initiate and collect donation(s) on a form the County provides that includes the forecasted length of time for the hardship leave and a donation closing date. The donation closing date will be three (3) weeks after the date of request. Hardship leave applicants are not to solicit employees for donations and employee may ask the donations be kept confidential.

Employees may donate accumulated paid leave to an employee who qualifies for hardship leave. The donated paid leave shall be donated in increments of eight (8) hours, and such donated leave will be credited on an hour for hour basis to the paid leave account of the employee to whom it is donated as needed. Employees who receive such donated leave shall only be credited with such amounts as required to continue compensation during the period of hardship leave. Excess contributions of paid leave shall be returned to the employees who donated paid leave in the proportion of the contribution by the donating employees and the use by the hard-shipped employee.

## **ARTICLE 14. PAID LEAVE (PTO PLAN).**

### **Section 14.1. Paid Leave (PTO Plan).**

Paid leave is a period of time in which employees receive compensation but during which County assigned work and responsibility is suspended. Paid leave also provides for compensated time for employees who are absent due to personal illness, a death in the immediate family, or emergency needs due to illness of an immediate family member.

#### **A. Accrual Rates.**

Full-time employees shall accrue paid leave in accordance with the following schedule.

Months of Completed Continuous Service	Monthly Hours Accrued	Total Paid Leave Hours Accrued/Year
1 - 24 months	16 hours	192 hours/year
25 - 60 months	18 hours	216 hours/year
61 - 120 months	20 hours	240 hours/year
121 - 180 months	22 hours	264 hours/year
More than 180 months	24 hours	288 hours/year

#### **B. Probationary Period.**

Probationary employees shall not be eligible to take or use paid leave, except due to the illness or injury of the employee, a covered serious health condition of a member of the employee's immediate family as covered under FMLA, or due to a death in the employee's immediate family, for the first six (6) months of continuous employment.

#### **C. Utilization.**

1. Employees requesting time off for personal reasons shall provide supervision with as much advance notice as practical and reasonable. Use of leave in excess of three (3) days, for reasons other than illness or injury, requires advance supervisory approval.
2. An employee may utilize accrued paid leave when he or she is unable to perform his or her work duties by reason of illness or injury, necessary medical or dental care, exposure to contagious disease under circumstances in which the health of the employees with whom the employee associates or members of the public necessarily dealt with by the employee would be endangered by the attendance of the employee, or by illness in the employee's immediate family.
3. Employees in their third calendar year of employment are required to take a minimum of 40 hours of paid leave, or accrued paid leave in a calendar year.

4. Employees shall be permitted to request paid leave for vacation on either a split or an entire basis. Upon request, employees will submit to their department head a non-binding forecast of their expected vacation requests not later than January 31 of each calendar year. Employees shall have the right to determine vacation times, subject to the Administrative Director judgment as to the scheduling required for public service, the needs of an efficient operation, as well as the County's right to arrange scheduling so that each employee has an opportunity, if she or he chooses, to use at some time during the calendar year the full amount of the vacation credit which she or he could accumulate in 12 months of continuous service. Subject to the considerations set forth above, vacation time shall be selected on the basis of County seniority provided, however, that each employee will be permitted to exercise her or his right to seniority only once annually. Such exercise of this seniority right shall be submitted to the department head or supervisor in writing. Conflicting requests for the same vacation time shall be resolved on the basis of prior scheduling.

Vacation leave requests submitted after January 31 shall be submitted in writing on a form provided by the County with as much advance notice as practical. The request shall be approved or denied in writing within four (4) calendar weeks of receipt of the request using the same County form submitted by the employee. Requests that are denied will include the reason(s) for the denial.

**D. Leave Without Pay or Suspension.**

An employee will not accumulate paid leave during any month in which leave without pay is in excess of three (3) days or in which any suspension without pay is in excess of three (3) days.

**E. Maximum Accumulation.**

An employee's maximum paid leave accumulation shall not exceed 1100 hours.

**F. Leave Pay at Termination.**

1. Probationary Employee - An employee who terminates prior to completing her or his initial probationary period shall not be entitled to cash compensation in lieu of paid leave.
2. If an employee has completed her or his initial probationary period and is subsequently separated from the County service, she or he shall be entitled to cash compensation for a maximum of 250 paid leave hours. Employees may not take accrued paid leave after having provided notice of termination of employment.
3. In case of death, compensation for accrued paid leave shall be paid in the same manner that salary due to the decedent is paid.
5. If separation from County Service is due to retirement, all accrued paid leave hours up to a maximum of 800 hours shall be reported to PERS and included as PERS subject compensation at the rate of 50% if permitted by PERS.

**G. PTO Sell Back**

In order to incentivize optimal use of paid time off, the County will allow employees to redeem up to forty (40) hours of paid time off in the first pay period of November if the following criteria are met:

- Employee has a balance of at least 800 hours of PTO
- Employee has used a minimum of three weeks of PTO during the 12 months preceding the first pay period of November.

This option may be exercised once each fiscal year. Such a request shall be in writing, and department approval shall be required. PTO sell back may not be used in conjunction with any PTO donation.

## ARTICLE 15. COMPENSATION PLAN.

### Section 15.1. Maintenance of Compensation Plan.

A. The County shall maintain a compensation plan for the Parole and Probation Officer positions in the bargaining unit. The plan shall include eight steps for the classification with a minimum and maximum rate and six intermediate steps. (The pay table for employees covered by this Agreement is found in Appendix A, as amended by the increases set forth below.)

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B. **Probationary Increases for New Employees.** An initial probationary employee shall move up one (1) step in the salary schedule after six (6) months employment provided they receive a satisfactory performance appraisal.

C. **Proficiency Step Increases.** All regular employees shall be eligible for a one step pay increase (not to exceed Step 8 of Appendix A) upon completion of one full working year of employment and each full year thereafter upon their payroll anniversary date providing they receive satisfactory performance appraisals. Every employee shall receive a performance appraisal at least annually even if the employee is at the maximum rate for his/her classification. Employees continue to be eligible for pay step increases until they reach the top of the salary range. Denials of the step increase shall be subject to the grievance procedure.

D. **Certification Increase.**

1. An employee shall receive a certification pay increase for an intermediate DPSST certificate and an overall satisfactory performance evaluation, or an advanced DPSST certificate and an overall satisfactory performance evaluation. The payment for such increase shall commence on the first full month following the date of the certification issuance.
2. When an employee receives Intermediate or Advanced Certification, she or he shall move from the step currently held to the same step in the newly assigned Intermediate or Advanced pay grade.
3. When an employee is reclassified upward, the date of this increase shall then become the employee's payroll anniversary date.
4. Performance standards shall be established by the Department for the parole and probation officer classifications. An officer who has received an intermediate or advanced DPSST certificate, and who receives an unsatisfactory performance evaluation rating, may be disciplined following the procedures outlined in Article 24.

**Section 15.2. Pay Days.**

The wages of the employees shall be paid monthly on or before the seventh (7th) day of the month following the pay period. Payroll checks shall be deposited electronically using direct deposit and pay stubs shall be distributed electronically. Any changes to pay days shall be predicated on 90 days notice. In the event the County chooses to implement a bi-weekly pay day, the County would discontinue providing wage advances (draws) to employees.

**Section 15.3. Draws.**

Monthly draws are available only to currently enrolled participants.

**Section 15.4. Compensation.**

Employees shall be compensated according to the salary schedule set forth in Appendix A of this Agreement.

**Section 15.5. K-9 Officer.**

The County shall provide a County take home car for all Parole and Probation Officers who serve as a K-9 officer.

**Section 15.6. Field Training Officer.**

Employees who are designated by supervision as Field Training Officers shall have five percent (5%) added to their base wage while performing Field Training Officer duties.

**Section 15.7. Lead Parole and Probation Officers.**

- A. The Lead PO will be selected from employees who have an Oregon Parole and Probation certificate.
- B. A Lead PO job opening announcement, will be emailed to all POs and include a description of likely Lead PO job duties. Interested applicants will notify supervision by email of their interest within five (5) working days of the date of the announcement.
- C. The selection process to fill the open Lead PO position will include an oral board for all qualified candidates. Employee performance appraisals may be part of the material reviewed in determining qualifications. The selection decision will be the exclusive right of the Community Corrections Department.
- D. The designation and assignment of all work duties of the Lead PO is the exclusive right of the Community Corrections Department.



- E. The Lead PO position may be rotated among qualified Senior Parole and Probation Officers approximately every six (6) months. The Community Corrections Department reserves the right to permanently select a Lead PO after review and discussion with the Federation, and will follow the provisions of the labor contract in such a selection.
- F. An employee who is awarded the Lead PO position shall have the right to return to her or his former position at any time during the assignment period without any negative consequences. Supervision has the right to return an employee to her or his former position at any time during the assignment period without any negative consequences to the employee, providing the return is for non-disciplinary reasons.
- G. The Lead PO shall have five percent (5%) added to their base wage for the additional assigned work duties.
- H. The effectiveness, efficiency and success of the position may be reviewed and discussed at least semi-annually by the parties. Decisions to modify or eliminate the position will be the exclusive right of the Community Corrections Department.

**Section 15.8. Survival Skills Instructors**

Employees will receive a premium equal to two and one-half percent (2.5%) added to their base wage while assigned as a Survival Skills instructor which includes firearms and/or use of force instruction.

## **ARTICLE 16. DEFERRED COMPENSATION.**

### **Section 16.1. Deferred Compensation Plan.**

The County shall continue to offer a Deferred Compensation Plan under Section 457 of the Internal Revenue Code to all regular bargaining unit employees through the term of this Agreement. The County retains the right to administer the plan as set forth in this Article and retains the right to solely select the investment providers for the Plan.

### **Section 16.2. Eligibility Plan Participation.**

All full-time bargaining unit employees are eligible for the Deferred Compensation. The plan allows regular full-time employees an opportunity to enroll in the plan at any time. Effective April 1, 2006 the County shall not match any deferred compensation contribution of employees.

## **ARTICLE 17. INSURANCE.**

### **Section 17.1. New Employee Insurance Eligibility and Coverage.**

Insurance coverage and eligibility for participating full-time employees is outlined in this Article:

- A. Employees hired into a regular full-time position on the first day of the month: Insurance coverage begins the first day of the month following two full calendar months of employment.
- B. Employees hired into a regular full-time position after the first day of the month: Insurance coverage begins the first day of the month following completion of the month of hire plus the next full calendar month of employment.

### **Section 17.2. Life Insurance.**

The County shall contribute 100% of the cost for \$25,000 group life insurance coverage for each eligible full-time employee, and \$2,000 group life insurance coverage for their eligible dependents.

### **Section 17.3. Long Term Disability Insurance.**

All regular full-time employees shall be eligible for participation in the County long term disability insurance plan. Such coverage shall provide for 66 <sup>2</sup>/<sub>3</sub>% wage replacement following a ninety day elimination period. The County shall contribute 100% of the cost for long term disability coverage for eligible employees.

### **Section 17.4. Medical, Dental and Vision Insurance.**

- A. Medical and Vision Insurance Eligibility.

All regular, full-time employees who are employed shall participate in the County medical plan, and shall be eligible to voluntarily elect to participate in the County vision and dental insurance plan.

- B. Comparable Coverage.

The County agrees to continue to make available through the term of this Agreement for each eligible employee and her or his dependents, through a carrier(s) of the County's choice, the same or comparable medical and vision insurance benefits as found in OEBB's 3-7 plans, that were in effect on January 1, 2020, excluding de minimus differences. In the event such benefits are not available, the County shall provide alternative benefits of its choice.

- D. Contribution for Employees.

Effective October 1, 2020, the County shall pay 80% and the employee shall pay 20% of the premium for medical (OEBB plan 3-5), dental and vision coverage for each eligible full-time employee, or the County shall pay 95% and the employee shall pay 5% of the premium for an HSA (Health Savings Account) or similar plan, when such a plan is offered at the discretion of the County.

E. Health Insurance Benefit Committee

To assure that employees receive the best benefits for the money, the County has established a Health Insurance Benefit Committee. The Benefit Committee is comprised of County employees from participating bargaining units and work groups. The committee may meet periodically to review county 'loss experience' and insurance provider's bids, consider plan design changes and make recommended changes, if any, to the Board of County Commissioners. The Committee members shall have an obligation to represent their group's interests within the confines of the Committee's mission to receive the best benefits for the money. County may make changes in the plans after receiving the recommendations from the Employee Benefits Committee.

During the term of this collective bargaining contract, the Benefit Committee will study and make recommendations on such subjects as: employee's voluntarily opting out of health insurance, eliminating dual enrollments, control of rising health care costs, coordination of benefits, and employee health care education, self-insurance, etc..

F. Flexible Spending - Cafeteria Plan.

Should an eligible employee's premium costs for medical, dental and vision insurance coverage exceed the then-current maximum contribution by the County, the employee shall pay such excess costs. Such employee payment may be made through a Section 125 Flexible Spending Account if the employee so chooses.

G. Opt Out Clause.

Opt Out Option: Employees may elect to opt out of plan coverage by providing proof, annually and upon request, of alternative health coverage, such as other group insurance (e.g. insurance through a spouse's or parent's employer). By opting out, employees forego individual and family coverage. Employees who elect to opt out of plan coverage will receive a monthly bonus of five hundred (\$500.00) per month less applicable taxes and withholdings.

## **ARTICLE 18. FLEXIBLE SPENDING PROGRAMS**

### **Section 18.1. Section 125 Plans (Flexible Spending Accounts).**

The County shall make available and administer according to law and regulation Section 125 Plans (also known as flexible spending accounts). For so long as such plans exist, all employees who are employed in a regular half-time or greater position shall be eligible for participation in the County Medical Reimbursement Plan and the Dependent Care Assistance Plan. Participation shall be available to employees in the first full month of employment following completion of the initial probationary period. The County shall make no contributions to the accounts established by the employees under the provisions of these plans. Contributions made by employees shall be voluntary, and in accordance with the plans developed by the County as provided by the Internal Revenue Code. The plan design developed by the County includes a provision requiring employees to contribute a minimum of \$ 25.00 per month in order to participate.

## **ARTICLE 19. RETIREMENT.**

### **Section 19.1. PERS Participation.**

FOPPO members will become members of the Oregon Public Employees Retirement Systems as set forth under the Oregon PERS guidelines. Eligibility and participation criteria in the Oregon PERS program, or the Oregon Public Service Retirement Plan (OPSRP), is set by PERS and is not optional. The County shall make payment of all contributions to Oregon PERS and OPSRP programs as applicable for eligible employees on a monthly basis. The employee's account is vested immediately. Refer to the Oregon PERS Handbook for further details.

### **Section 19.2. PERS Pick Up Requirement.**

All County employees are required to pay six percent (6%) of their gross monthly wages to the Oregon Public Employees Retirement System after six (6) months of continuous employment. Effective July 1, 2020, for all members of the union, County shall assume and pay the six percent (6%) amount to the Oregon Public Employees Retirement System for purposes of ORS 238A.335(2)(b) and, further, the required PERS employee contribution for said employees is deemed to be “picked up” for purposes of IRC Section 414(h). Eligibility and participation requirements are set by PERS, and participation is not optional.

### **Section 19.3. Retiree Benefits.**

Employees who retire from the County, or their spouse, may elect to continue their group health insurance coverage at their own expense until they reach Medicare eligibility or until premium payments are discontinued by the retiree.

## **ARTICLE 20. MILEAGE AND TRAVEL EXPENSES.**

### **Section 20.1. County Travel.**

Payment of expenses for official travel on behalf of the County shall be subject to the prior approval of the Director and based upon the current County Travel Policy. Travel time in conjunction with training or county business is considered time worked.

The Federation shall be furnished with a copy of the County Travel Policy. Any change to the County Travel Policy shall be reduced to writing and furnished to the Federation. In the event the Federation considers a policy change to not include the same or comparable travel benefit level, or otherwise wishes to discuss the policy change, the Federation shall so notify the County within ten (10) calendar days of receipt of the proposed policy change. In such event, the policy change shall be discussed between the County and the Federation. If after such discussion, the Federation still feels the policy change is not at the same or comparable benefit level, and the County does not agree, the Federation may file a grievance under Article 25.

The County agrees to bargain the impact of the Vehicle Use policy and any changes agreed to in those negotiations will be applied to this Article as well, where applicable.

## **ARTICLE 21. UNIFORMS AND PROTECTIVE CLOTHING.**

### **Section 21.1. Safety Clothing and Equipment.**

The County shall provide and maintain at County expense and selection such safety clothing and equipment for employees as: firearms, holsters, bulletproof vests, flashlights, handcuffs, pepper spray, and portable radios, and the holders associated with items provided by the County.

### **Section 21.2 Work Related Equipment.**

The County shall provide each employee with a \$50 per year stipend for the purchase and/or repair of work related equipment such as County approved firearms or holsters. All such purchased equipment will be retained by the employee upon separation of employment from the County. Employees may utilize this stipend for the purchase of patches and/or embroidery of County approved logos or designs to be added to clothing and to be worn while on duty. Purchased items shall be retained by the employee upon separation of employment from the County. The stipend shall be paid to each eligible employee on the payday following January 1<sup>st</sup> of each year of this Agreement.



## **ARTICLE 22. SENIORITY.**

### **Section 22.1. Seniority.**

The parties agree that the interest of the public and goals of affirmative action are best served by procedures which recognize merit and qualification in matters of promotion, transfer, filling of vacancies, layoff and recall. When merit and qualifications are equal seniority shall determine the employee selected.

- A. A regular employee's continuous service (seniority) shall be terminated by voluntary resignation, discharge or retirement.
- B. No seniority shall accrue during any leave without pay in excess of thirty (30) calendar days.

### **Section 22.2. Contract Seniority.**

For purposes of this Agreement, contract "seniority" shall be of two (2) types:

- A. County Seniority, which is an employee's length of continuous service with the County since her or his most recent date of hire.
- B. Parole-Probation Officer Seniority, which is an employee's length of continuous service with the Department as a Parole-Probation Officer since her or his most recent date of hire.

Continuous service means the period of service with the County unbroken by separation from employment with County. Time spent by an employee on a paid leave or job-related illness or injury shall be included as continuous service. Time spent on unpaid authorized leave in excess of thirty (30) days will not be counted as continuous service, except as mandated by state or federal law (e.g. FMLA/OFLA), but employees returning from unpaid authorized leave and from layoff status shall be entitled to credit for service prior to the leave or layoff.

## **ARTICLE 23. LAYOFF AND RECALL.**

### **Section 23.1. Order of Layoff.**

In the event of a layoff of a parole-probation officer, volunteers will first be sought. Thereafter, those employees who have not completed their probationary period shall be laid off first. Thereafter, employees in positions to be reduced or eliminated in the department will be retained in accordance with their parole-probation officer seniority.

### **Section 23.2. Notice of Layoff and Employee Response.**

Except in unusual circumstances, employees shall normally be given at least two (2) weeks notice of layoff.

### **Section 23.3. Bumping Into Bargaining Unit.**

In the event of a layoff of a County employee who is working outside of the bargaining unit, that employee will have bumping rights into the bargaining unit. Employees who promote to a position outside of the bargaining unit and return within one (1) year of the date of promotion shall have no breaks in their seniority. However, if an employee is promoted out of the bargaining unit returns after one (1) year from the date the employee leaves the bargaining unit, the employee's seniority will be frozen at the length of time the employee was in the bargaining unit.

### **Section 23.4. Recall.**

- A. Employees shall be recalled from layoff, to a parole-probation officer position according to their parole-probation officer seniority. Employees on layoff who have been offered recall and who have refused such recall shall be removed from the recall list and their employment shall be terminated. Seniority and benefits shall not accrue during layoff. Eligibility to be recalled from layoff and employment shall terminate after three (3) years.
- B. Laid off employees shall report to work on the date specified in the notice of recall, which date shall be not less than fourteen (14) days from the date of the notice.
- C. Upon recall to a position in the County covered by this Agreement, a recalled employee shall have restored her or his paid leave accrual rate in effect on the date of the layoff.

### **Section 23.5. Registration While on Layoff.**

Employees on layoff must register in person or by mail with the County Human Resources Office, with a copy to the Department, signifying their availability for recall, by providing their current address and telephone number, or within ten (10) days of any change in their address or telephone number, during the period of layoff. Failure to so register, or to respond within five (5) working

days after delivery or attempted delivery of a notice of recall to the last address on file with the County, shall terminate such employee's recall rights, seniority and employment.

## **ARTICLE 24. DISCIPLINE AND DISCHARGE.**

### **Section 24.1. Just Cause.**

A regular employee will not receive disciplinary action without just cause. Employees will receive timely discipline, appropriate to the offense and, when appropriate, progressive in nature. Disciplinary action is defined as, but not limited to, a verbal warning, written warning, suspension, salary reduction, demotion or dismissal.

### **Section 24.2. Process and General Policy.**

- A. When an employee is under investigation, which could lead to disciplinary action:
1. The County shall notify the employee under investigation for a matter involving an Internal Affairs Investigation, in writing, at least forty-eight (48) hours prior to any interview of the nature of the investigation and the specific allegations levied against him or her.
  2. The County shall strive to hold the interview of an employee during normal business hours, which shall be defined as 8:00 a.m. to 5:00 p.m., Monday through Friday. This does not preclude management from scheduling an interview outside of normal business hours, provided a member of the Association's Executive Board (excluding a member who is a material witness or has a direct personal interest in the outcome of the investigation) is available to accompany the employee to the interview. In the event that the Association desires to have its legal counsel present at the interview, the County will schedule the interview at a mutually agreeable time during normal business hours, provided the interview is not delayed more than three (3) business days.
  3. The interview shall be for a reasonable period, taking into consideration the gravity and complexity of the issue(s) being investigated. If the interview is of extended duration (i.e. beyond 2 hours in length), reasonable breaks will be afforded the employee being interviewed, upon request. Nothing in this Article is intended to prohibit the County from conducting follow-up interviews with the employee, subject to the same conditions.
  4. Either the County or the employee may request that a recording be made of the interview. Neither party will record the interview without informing the other that recording is taking place. If a recording is made by either party, the other party will provide a true copy of the recording upon request, but no more than five (5) business days after the request is made. Under no circumstances will the recording be shared with material witnesses during the period the investigation is pending.
  5. The County will strive to complete investigations within thirty (30) days from the date the complaint or conduct giving rise to the investigation became known to management. The employee and the Association will further be advised of the outcome of the investigation.
  6. No employee will be required to submit to a polygraph examination.

- A. If a supervisor has reason to discipline an employee, she or he shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee. Any disciplinary action or measure imposed upon a regular employee may be processed as a grievance through the procedure as provided under the Grievance Procedure.

**Section 24.3. Representation.**

Upon her or his request, an employee will be permitted to have a representative present at any conference she or he reasonably believes will lead to disciplinary action.

**Section 24.4. Dismissal Information.**

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 County 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.

## **ARTICLE 25. GRIEVANCE PROCEDURE.**

### **Section 25.1. Policy.**

It is the policy of the County to encourage open and frank communications between its employees, supervisors and managers regarding employment problems and concerns, and to seek resolution of such concerns on a direct, person-to-person basis, without the need for involving other employees or outsiders. By approaching employment problems and concerns in a positive way rather than as adversaries, such matters should normally be readily resolved between the employee and her or his supervisor. However, in the event an employee believes the County has violated a term of this Agreement and, after reviewing the matter with her or his supervisor, is unable to informally resolve that issue, the following formalized procedure shall be available to the employee to allow that claim (grievance) to be progressively considered as fairly and rapidly as possible.

### **Section 25.2. Grievance Procedure.**

A grievance is a dispute regarding the application, meaning or interpretation of a particular clause of the Agreement or an alleged violation of this Agreement.

At each step of the procedure set forth below, the grievance shall set forth, in writing, the nature of the grievance and the circumstances out of which it arose, the date of the occurrence of the alleged violation, the section or sections of the Agreement relied upon and or claimed to have been violated and the remedy or correction sought.

Any or all time limits specified in the grievance procedure may be waived by mutual consent of the parties. A grievance may be terminated at any time upon receipt of a signed statement from the union that the matter has been resolved. A grievance will be considered to have been presented or forwarded within the time limits so long as the mailing of such action was within the time limits specified.

Step 1: After having reviewed the matter verbally with her or his immediate supervisor, if the employee believes a formal grievance is necessary, then she or he shall file, with the help of the Federation, a written statement of the grievance with her or his immediate supervisor within twenty-one (21) calendar days from the occurrence or from when the employee reasonably should have had knowledge thereof. The supervisor shall respond to the grievance no later than fourteen (14) calendar days after the grievance is received.

Step 2: If the grievance remains unresolved after the receipt of the immediate Supervisor's reply, the employee shall within seven (7) calendar days submit, with the help of the Federation, a written notice to the Administrative Director. The Administrative Director shall have a meeting with the appropriate parties to discuss the dispute and, after the meeting, respond to the employee within fourteen (14) calendar days of receiving the Step 2 grievance.

Step 3: If the grievance remains unresolved after receipt of the response by the Administrative Director, the grievance shall within seven (7) calendar days be submitted to the Board of County Commissioners.

- A. Within thirty (30) calendar days of submission to the Board of County Commissioners, the written positions of both parties shall be submitted to the Board.
- B. Upon submission of the written positions of the parties, the Board may affirm, modify or reverse the action or decision which is the subject of the grievance by written findings and order. The Board shall render its decision within fourteen (14) calendar days from the date of the last written submission.

Step 4: Arbitration.

If the grievance remains unresolved seven (7) calendar days after receipt of the response by the Board of County Commissioners, the Federation may submit the matter to an arbitrator in the following manner:

- A. A list of seven (7) arbitrators from Oregon or Washington that are referred by the State of Oregon Employment Relations Board shall be requested, and the parties shall alternately strike from the list until only one is left. The order of striking shall be determined by the toss of a coin. The selection process shall be completed within seven (7) calendar days from receipt of the list if possible.
- B. The arbitrator shall render a decision no later than thirty (30) calendar days after the conclusion of the final hearing. The decision of the arbitrator shall be final and binding on all parties.
- C. The arbitrator shall have no right to amend, modify, nullify, ignore or add to the provisions of the Agreement, but shall be limited to consideration of whether the provisions of this agreement have been violated.
- D. The cost of the arbitrator shall be borne by the losing party. Each party shall be responsible for costs of presenting its own case to arbitration.

**Section 25.3. Time Line Extension.**

The time limit at any step may be extended by mutual agreement of the County and the employee or the Federation.

**Section 25.4. Mediation.**

By mutual agreement in writing and within seven (7) calendar days of receipt of the response at Step 3, the parties may attempt to resolve the grievance through the use of a mutually acceptable mediator. Such mutual agreement shall suspend the time lines for Step 4 until such time as mediation can be completed. At any time during this process, either party may, by written notification, terminate the mediation process. If mediation is terminated, the grieving party has seven (7) calendar days to submit the grievance according to Step 4 of the grievance procedure.

**Section 25.5. Grievance Hearings.**

Employees who appear as grievant or witnesses at a grievance hearing, including arbitrations, as provided for in Section 25.2 shall be compensated at their regular rate of pay for all time spent in traveling to, from and during such appearance, provided such time spent is during the employee's regular work hours.



## **ARTICLE 26. STRIKES AND LOCKOUTS.**

### **Section 26.1. No Strikes.**

During the term of this Agreement, the Federation and its members, as individuals or as a group while on paid duty time, will not initiate, cause, permit or participate or join in any strike, work stoppage, slowdown, or picketing, or any other restriction of or interference with work, which is directed at the County, its officials, representatives or employees. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Union or by any other labor organization when called upon to cross such picket line in the line of duty.

### **Section 26.2. Federation Response.**

Upon notification confirmed in writing by County to Federation that certain bargaining unit employees covered by this Agreement are engaged in activity in violation of this Article, Federation shall, upon receipt of mailing list, advise such employees in writing with a copy to County that such activity is prohibited by the contract and is to cease immediately. Such notification by Federation shall not constitute an admission that it has caused or counseled such general strike activities. The notification to the employees covered by this Agreement by the Federation shall be made solely at the request of County. This obligation and the obligations set forth above shall not be affected or limited by the subject matter involved in the dispute.

### **Section 26.3. Disciplinary Information.**

Disciplinary action, including discharge, may be taken by the County against any employee or employees engaging in a violation of this Article while on paid duty time. Disciplinary action that goes to the grievance procedure under Article 25.2 is limited to whether the employee(s) engaged in the alleged conduct.

### **Section 26.4. No Lockouts.**

There will be no lockout of employees in the bargaining unit by the County during the term of this Agreement

## **ARTICLE 27. GENERAL PROVISIONS.**

### **Section 27.1. Future Rules.**

The parties jointly recognize that the elected officials of the County are directly responsible to the citizens of the County and to the public for the performance of the functions and services performed by the County. It is jointly recognized that the County Commissioners and the Administrative Director must and do retain broad authority to fulfill and implement their 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 Federal law and Oregon law will always be paramount. All work rules which have been or shall hereafter be reduced to writing shall be posted within the department for a period of ten (10) consecutive workdays and shall be furnished to the Federation. In the event the Federation considers a work rule to be inconsistent with a specific provision of this Agreement, or otherwise wishes to discuss the rule, it shall so notify the County within the ten (10) days posting period. In such event, the rule shall be discussed between the County and the Federation. If after such discussion the Federation still feels the rule is in violation of the Agreement but the County does not agree, the Federation may submit its claim to the procedures set forth in Article 25 - Grievance Procedure, provided it makes such submission within twenty one (21) calendar days of the discussion between the County and the Federation.

### **Section 27.2. Captions.**

The use of section or paragraph headings throughout this Agreement is intended for easy reference only and shall not be construed to enlarge on, limit, diminish, or in any way modify the terms or conditions thereof.

### **Section 27.3. Funding.**

The parties recognize that revenue needed to fund the wages and benefits provided by this Agreement must be approved annually by established budget procedures. All such wages and benefits are therefore contingent upon sources of revenue and annual budget approval including the state Department of Corrections fund allocations. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget request pursuant to established budget procedures, or as to any level of employment within the bargaining unit.

### **Section 27.4. Safety.**

- A. The Department agrees to abide by and maintain its facilities and work operations standards of safety and health in accordance with applicable law.

- B. The County shall maintain a County-wide Safety Committee in compliance with Oregon Statutes. Such Safety Committee shall be composed of equal representation from labor and management of the County.
- C. Employees may report specific problems, in writing, regarding safety and health. The Department will investigate such issues, and where this investigation reveals that legitimate problems exist, the Department will take steps to remedy these problems. Where concern remains, the Department is willing to meet with the Federation for further clarification and discussion of the specific safety or health concern.
- D. The County shall provide vehicles for employee business.
- E. To the extent allowed by law, County will allow employees to register their personal automobiles and Oregon driver's licenses at the address of the Community Corrections office.

**Section 27.5. Nepotism.**

No employee shall be hired, promoted or transferred into a position where she or he will supervise or be supervised by a member of her or his family or domestic partner.

**Section 27.6. Training.**

Department employees are required to take forty (40) hours of work-related training annually as determined by supervision. The employee shall be granted release time with pay for such training. When an employee is required to take work-related training during non-working hours, the time spent in such training shall be considered as time worked. Where applicable, tuition, registration, and related costs for such required training shall be borne by the County. When employees are required to attend training programs on their off-duty time they will be compensated by the granting of compensatory time off.

**Section 27.7. Firearms.**

- A. A parole and probation officer may request permission of the Administrative Director to carry a firearm in the execution of their duties pursuant to the Department's policy and procedure on Firearms, and in accordance with ORS 166.260 and 166.263.
- B. The decision by the Administrative Director to deny a parole and probation officer permission to carry a firearm, or to revoke permission previously granted to carry a firearm, or to temporarily suspend permission previously granted to carry a firearm are subject to appeal. The appeal process consists of an administrative review that is final and not subject to the grievance process.

**Section 27.8. Moonlighting.**

- A. No employee shall apply for, or accept, part-time or full-time work, with or without compensation, whether permanent or temporary, with any employer other than Josephine County, where said work may be a conflict of interest, **or** adversely affect the employee's attendance or work performance, or otherwise detrimentally affect the County or Department.
- B. Employees must apply in writing of her/his intent to take an outside job at least five (5) working days before such job may begin. The Administrative Director will restrict an employee's ability to take such work only if the job would violate the provision of paragraph A. above.

**Section 27.9. Liability in Civil Suits.**

The County agrees that any employee who has any civil action suit or proceeding brought against the employee for causes resulting from acting within the employee's official capacity, duties or employment in good faith, and within County and Department written policies and procedures, and without malice, shall be given legal defense by the County.

## **ARTICLE 28. SAVINGS CLAUSE.**

Should any of the provisions of this Agreement be found by an administrative agency or a court of competent jurisdiction to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Negotiations shall be opened within thirty (30) days after receipt of an action which nullified any terms of this Agreement. Such negotiations will be confined to the particular matter affected.

## **ARTICLE 29. USE OF VOLUNTEERS AND INTERN WORKERS.**

### **Section 29.1. Policy.**

The County and the Federation mutually recognize the important role of volunteers in government service. Volunteer support and work provides the strongest and most positive affirmation of a government “by the people.”

### **Section 29.2. Volunteers.**

The County shall continue to utilize volunteers as per past practice. When necessary for reasons of meeting the service needs of the public and for reasons of economy the County may deploy volunteers to serve County functions as needed.

### **Section 29.3. Interns.**

The Federation and the County in partnership encourage the placement of interns and other jobs related program sponsored trainee workers in order to advance training, job reintegration, and increase public employment productivity through these placements. The Federation concurs with such placements so long as these trainee workers sponsored by other agencies do not displace or replace bargaining unit employees. The County will notify the Federation within ten (10) days of any such placements.

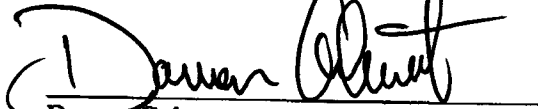
## ARTICLE 30. TERM AND TERMINATION

### Section 30.1. Term.

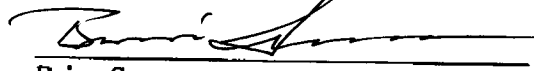
- A. This Agreement shall be in effect from July 1, 2020, to June 30, 2023, unless automatically renewed under paragraph B of this section.
- B. This Agreement upon expiration of its term shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than January 30 of the expiring year that it wishes to modify this Agreement for any reason. In such event, the Agreement shall terminate upon the next expiration or anniversary date.
- C. By written mutual consent, the provisions of this Agreement may continue during the process of negotiations for a successor agreement.

#### FOR THE UNION:

On this 12 day of November, 2020


  
Darren Calvert,  
Bargaining Chairperson

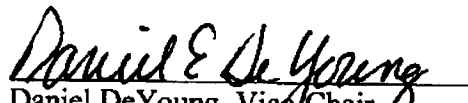
  
Matthew Scaglione,  
Bargaining Team Member

  
Brian Sorensen,  
Bargaining Team Member

#### FOR THE COUNTY:

On this 10<sup>th</sup> day of NOVEMBER, 2020

  
Darin Fowler, Chair

  
Daniel DeYoung, Vice Chair

**Absent at Signing**

Lily Morgan, Commissioner

## APPENDIX A

EFFECTIVE  
7/1/2017

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
<b>Basic PPO</b>	\$3869.15	\$4101.29	\$4306.34	\$4521.67	\$4747.75	\$4985.14	\$5234.40	\$5496.12
<b>F16</b>	\$22.32	\$23.66	\$24.84	\$25.35	\$27.39	\$28.76	\$30.20	\$31.71
<b>Int PPO</b>	\$4141.32	\$4389.82	\$4609.30	\$4839.76	\$5081.75	\$5335.83	\$5602.63	\$5882.75
<b>F17</b>	\$23.89	\$25.33	\$26.59	\$27.92	\$29.32	\$30.78	\$32.32	\$33.94
<b>Adv PPO</b>	\$4432.53	\$4698.49	\$4933.41	\$5180.08	\$5439.09	\$5711.03	\$5996.60	\$6296.42
<b>F18</b>	\$25.57	\$27.11	\$28.46	\$29.89	\$31.38	\$32.95	\$34.60	\$36.33

EFFECTIVE 7/1/2018

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
<b>Basic PPO</b>	\$3,981.36	\$4,220.23	\$4,431.22	\$4,652.80	\$4,885.43	\$5,129.71	\$5,386.20	\$5,655.51
<b>F16</b>	\$22.97	\$24.35	\$25.57	\$26.84	\$28.19	\$29.60	\$31.07	\$32.63
<b>Int PPO</b>	\$4,261.42	\$4,517.12	\$4,742.97	\$4,980.11	\$5,229.12	\$5,490.57	\$5,765.11	\$6,053.35
<b>F17</b>	\$24.59	\$26.06	\$27.36	\$28.73	\$30.17	\$31.68	\$33.26	\$34.92
<b>Adv PPO</b>	\$4,561.07	\$4,834.75	\$5,076.48	\$5,330.30	\$5,596.82	\$5,876.65	\$6,170.50	\$6,479.02



<b>F18</b>	\$26.31	\$27.89	\$29.29	\$30.75	\$32.29	\$33.90	\$35.60	\$37.38
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**EFFECTIVE 7/1/2019**

<b>GRADE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 8</b>
<b>Basic PPO</b>	\$4,096.81	\$4,342.61	\$4,559.73	\$4,787.73	\$5,027.11	\$5,278.47	\$5,542.40	\$5,819.52
<b>F16</b>	\$23.64	\$25.05	\$26.31	\$27.62	\$29.00	\$30.45	\$31.98	\$33.57
<b>Int PPO</b>	\$4,385.00	\$4,648.12	\$4,880.52	\$5,124.54	\$5,380.77	\$5,649.80	\$5,932.29	\$6,228.90
<b>F17</b>	\$25.30	\$26.82	\$28.16	\$29.57	\$31.04	\$32.60	\$34.23	\$35.94
<b>Adv PPO</b>	\$4,693.34	\$4,974.95	\$5,223.70	\$5,484.88	\$5,759.13	\$6,047.07	\$6,349.45	\$6,666.91
<b>F18</b>	\$27.08	\$28.70	\$30.14	\$31.64	\$33.23	\$34.89	\$36.63	\$38.46