



Deschutes County Board of Commissioners
1300 NW Wall St., Suite 200, Bend, OR 97701-1960
(541) 388-6570 - Fax (541) 385-3202 - www.deschutes.org

AGENDA REQUEST & STAFF REPORT

For Board Business Meeting of July 20, 2015

DATE: July 15, 2015

FROM: Erik Kropp, Deputy County Administrator

TITLE OF AGENDA ITEM:

Consideration and approval of Contract No. 2015-416, a Collective Bargaining Agreement between Deschutes County and the Federation of Oregon Parole and Probation Officers (FOPPO).

PUBLIC HEARING ON THIS DATE? No.

BACKGROUND AND POLICY IMPLICATIONS:

The Federation of Oregon Parole and Probation Officers (FOPPO) is the labor union representing Deschutes County Parole and Probation Officers in the Community Justice Department - Adult Parole and Probation Division. The current collective bargaining agreement between FOPPO and the County expires on June 30, 2015.

The new collective bargaining agreement is a 3-year contract, effective from July 1, 2015 - June 30, 2018. The agreement includes a 1.5% cost of living adjustment on July 1, 2015 and a 1.5 - 3.5% cost of living adjustment July 1, 2016 and July 1, 2017 based on the consumer price index. The agreement also includes an increase in certification pay, Field Training Officer pay, and Hearings Officer pay.

The County's bargaining team included Christopher Bell, Kathleen Hinman, Tanner Wark, Jeff Pickens, and Erik Kropp. FOPPO's bargaining team included Bob Lucas, Lydia McNaughton, Karen Vinson, and attorney Patricia Urquhart.

The County's bargaining team tentatively agreed to the collective bargaining agreement and recommends its approval.

Employees represented by FOPPO voted to ratify the labor agreement.

FISCAL IMPLICATIONS:

The fiscal impact of the cost of living increase has been included in the FY 2015-16 budget for Adult Parole and Probation. For FY 2016-17 and FY 2017-18, the fiscal impacts of the cost of living increases and other costs associated with the contract will be included as part of the budget process for those years.

RECOMMENDATION & ACTION REQUESTED

Staff recommends Board approval of Contract No. 2015-416, a Collective Bargaining Agreement between Deschutes County and the Federation of Oregon Parole and Probation Officers (FOPPO).

ATTENDANCE: Erik Kropp, Deputy County Administrator

DISTRIBUTION OF DOCUMENTS:

Legal Counsel's Office
Personnel Department
County Administrator's Office



AGREEMENT

BETWEEN

DESCHUTES COUNTY

AND

**THE FEDERATION OF OREGON
PAROLE & PROBATION OFFICERS**



July 1, 2015 – June 30, 2018

DC-2015-416

**AGREEMENT BETWEEN DESCHUTES COUNTY and THE FEDERATION OF OREGON PAROLE
AND PROBATION OFFICERS**

July 1, 2015 – June 30, 2018

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PREAMBLE

This Agreement is made and entered into by and between Deschutes County (hereinafter the County) and the Federation of Oregon Parole and Probation Officers, (hereinafter the Federation) for the purpose of fixing wages, hours, benefits, and mandatory conditions of employment and other matters affecting members of the bargaining unit as certified by the Employment Relations Board.

It is also the purpose of this Agreement to promote the mutual interests of County and its employees and to provide for the operation of the County's business under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to production. The parties will cooperate fully to secure the advancement and achievement of these purposes.

ARTICLE 1 – RECOGNITION

Section 1

The Employer recognizes the Federation as the sole and exclusive bargaining agent for all adult parole and probation officers as defined in ORS 181.610, employed by the County, excluding supervisory and confidential employees, adult parole and probation officers employed for less than one-half (1/2) of the regular full-time work schedule in a regular position and adult parole and probation officers holding temporary appointments of twelve (12) months or less.

ARTICLE 2 – FEDERATION SECURITY

Section 1

The Federation shall notify the County in writing of its representative of the Federation. Upon proper introduction and notice, the representative shall have reasonable access to the premises of the County during all working hours to conduct Federation business. This representative shall observe any security regulations of the County. Such visits are not to interfere with the normal flow of work.

Section 2

Unless otherwise provided in the Agreement, the internal business of the Federation shall be conducted by the employees during non-duty time.

Section 3

The Federation shall notify the County of the selection of Officers and Stewards and their alternates.

Section 4

The County agrees to allow the Federation the use of conveniently located bulletin board space in each work location. The Federation agrees that it will not post material that is profane, obscene or defamatory of the County.

Section 5

Meetings between the County and Federation to process grievances, discuss and present disciplinary actions, and generally administer the Agreement may be held, if practicable, during regular working hours, on the premises of the County and without loss of pay to authorized participating employees.

Section 6

Negotiations between the parties shall be conducted during normal working hours on the premises of the County unless otherwise mutually agreed. The Federation's bargaining committee shall be limited to three (3) members of the Federation, the payment of which will be the subject of future ground rules.

Section 7 - Payroll Deduction and Fair Share

- A. The County agrees to deduct the regular Federation membership dues from the pay of those individuals who request deductions in writing. The amount to be deducted shall be certified to the County by the Federation's Treasurer, and the aggregate deduction shall be remitted monthly together with an itemized statement to the Federation no later than the tenth day of the month following the month for which the deductions were made. This section shall not apply where circumstances exist beyond the control of the County, which cause a delay in meeting the above dates.
- B. The written request for dues deduction is not terminated when an employee is placed on any type leave, disciplinary suspension, or placed on layoff status. The County shall deduct Federation dues commencing with the first paycheck following the employee's return to paid status.
- C. If approved by a majority of those voting in a secret ballot election of bargaining unit members conducted by a party selected by the County and the Federation, all members of the bargaining unit shall pay dues or make payments in lieu of dues to the Federation for the term of this Agreement except for those who have bona fide religious objections, in which cases, the provisions of subsection (1) of ORS 243.666 shall apply. Payments in lieu of dues shall be the equivalent of regular Federation dues. Upon written notice from the Federation of the failure of any employee subject to this provision to promptly make the payment required hereunder, the County will commence deduction(s) of in-lieu-of dues in an amount equal to Federation dues from the affected employee(s) paycheck(s) and remit the aggregate amount so deducted to the Federation. The Federation will inform the County, in writing, when any change in dues occurs.
- D. The Federation shall indemnify and save the County harmless against any and all claims, damages, suits, or other forms of liability, which may arise out of any actions taken or not taken by the County for the purpose of complying with the provisions of this article.

Section 8

The County shall furnish to the Federation monthly a list of the names and home addresses of employees new to the bargaining unit, as well as a list of employees who left the bargaining unit during the previous month.

Section 9

The Federation or committees of the Federation shall be allowed the use of County facilities and e-mail pursuant to County Policy, when the facilities are available and the meetings or messages would not conflict with the business of the County.

Section 10

The County agrees to inform all new bargaining unit employees of the Federation's exclusive representation status and shall provide all employees with a copy of the Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

Except as specifically modified by this Agreement, in order to operate its business, the County, in its sole discretion, retains and shall have the following exclusive rights: to determine the number, location and type of facilities; to determine the type and/or quality of services rendered; to determine the methods, techniques and equipment utilized; to hire, supervise, evaluate, discipline, discharge, promote, demote, layoff, transfer and recall the work force; to assign work and change, combine, create or abolish job classifications and job content; to establish and make known reasonable work rules and safety rules for all employees, to contract; and to

determine the number of employees, including the number of employees assigned to any particular operation or shift.

Any of the rights, powers, authority and functions the County had prior to the negotiation of this Agreement are retained by the County and the expressed provisions of this Agreement constitute the only limitations on the County's right to manage its business. The County not exercising rights, powers, authority and functions reserved to it, or its exercising them in a particular way, shall not be deemed a waiver of said rights, powers, authority and functions or of its right to exercise them in some other way not in conflict with a specific provision of this Agreement.

All other traditional rights of management are also expressly reserved to the County and the express provisions of this Agreement constitute the only limitations upon the County's right to manage its business.

ARTICLE 4 – NON-DISCRIMINATION

Section 1

The County and the Federation agree not to discriminate against any employee because of race, color, sex, age, national origin, marital status, sexual orientation, religion, political affiliation, physical or mental disability, Federation membership or non-membership or any other classification protected by Oregon or Federal law.

Section 2

The terms of this Agreement shall be applied equally to all members of the bargaining unit.

ARTICLE 5 – PROBATIONARY EMPLOYEES

Section 1

Every new non-certified employee shall serve a probationary period of eighteen (18) months unless extended by mutual written agreement. All new Department of Public Safety Standards and Training (DPSST)-certified employees shall serve a probationary period of twelve (12) months unless extended by mutual written agreement.

Section 2

Employees who are promoted or transfer classifications within his/her department or to a different department, or transfer to a different department within the same classification shall be required to serve a 12 month probationary period unless modified by mutual written agreement.

Section 3

Each employee shall be evaluated at least twice during his/her probationary period, at six (6) months, twelve (12) months, and for non-certified employees, eighteen (18) months, unless modified by mutual agreement between the employee and his/her Department Head. If an employee's performance is not satisfactory, he/she shall be given notice of the areas of his/her deficiencies. An employee shall advance to the next step of his/her pay range upon satisfactory completion of his/her probationary period and upon receipt of an overall "effective, meets standards" rating or better on the performance appraisal provided at the end of the employee's probationary period. (Please see Article 8, Section 2 (b) for timelines).

Probationary employees who serve an eighteen-month (18-month) probation are not eligible for a step increase at twelve (12) months. They are eligible for a step increase at eighteen (18) months. After successful completion of the eighteen-month (18-month) probationary period, their anniversary date will become their original hire date and eligibility for the next step increase will be six (6) months later at twenty-four (24) months.

Section 4

Any employee who is terminated during his/her probationary period shall be given written notice of the reason or reasons for the termination.

Section 5

Disciplinary action for probationary employees, including termination of employment, is not subject to the grievance procedure.

Section 6

All employees, regardless of probationary status, shall be permitted to carry a duty weapon on the condition that statutory requirements are met.

ARTICLE 6 – DISCIPLINE AND DISCHARGE

Section 1

The principles of progressive discipline shall be used except when the nature of the problem requires more serious action. An employee shall not be disciplined or discharged without just cause.

Section 2

Discipline shall consist of one of the following:

1. Written reprimand
2. Suspension without pay
3. Demotion
4. Discharge

Section 3

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

Section 4

When the County proposes to take disciplinary action involving discharge, demotion, or suspension without pay, the County shall notify the employee and the Federation in writing of the charges against the employee, the proposed disciplinary action, the information and facts relied upon by the County for the proposed disciplinary action, and before discipline is imposed, shall provide the employee with the opportunity to respond to the charges at a hearing with the supervisor or person having authority to impose the proposed disciplinary action.

Section 5

A Federation representative shall be allowed to be present, at an employee's request, at any meeting between the employee and any investigating officer, or superior officer, in which the employee reasonably believes that discipline may result from the meeting and/or investigation.

Section 6

At the discretion of the County, an employee may be placed on administrative leave with pay pending the investigation of a complaint or possible disciplinary action.

ARTICLE 7 - GRIEVANCE PROCEDURE

- A. A grievance is defined as an allegation that a specific provision of this Agreement has been violated.
- B. A day is defined as a calendar day.
- C. In an effort to provide for resolution of disputes, the parties agree to the following procedures:

Step I: Any employee claiming a breach of any specific provision of this Agreement may refer the matter, in writing, to his/her immediate supervisor outside the bargaining unit within fourteen (14) days from the occurrence thereof, or the employee's knowledge of the facts thereof. The grievance shall, at minimum, specify the article and section of the contract alleged to have been violated and the requested remedy. The employee shall provide a copy of the written grievance to the Federation. The supervisor shall respond to the grievance in writing as quickly as possible, but no later than fourteen (14) working days after the grievance is filed.

Step II: If, after fourteen (14) days from the date of the filing of the grievance with the supervisor, the grievance remains unadjusted, the grievance may be submitted within fourteen (14) days to the Department Head, along with a written statement as to why the supervisor's Step I response does not adequately resolve the grievance. The Department Head shall meet with the aggrieved party, who may request a Federation representative at the meeting. The meeting between the Department Head and the aggrieved party shall be within fourteen (14) days of the Department Head's receipt of the written grievance. The Department Head shall respond to the grievance in writing within fourteen (14) days of such meeting. Neither party's Step II written statements or responses shall be introduced into evidence in a subsequent arbitration hearing on the grievance for the purpose of limiting any legal theory which either party may introduce under the facts.

Step III: If, after the Department Head issues his/her written response, the grievance remains unadjusted, the grievance may be submitted in writing to the County Administrator within fourteen (14) days of the Department Head's response. The County Administrator shall respond to the grievance in writing within fourteen (14) days from the date the grievance is submitted to the County Administrator.

Step IV: If the Grievance is not resolved within twenty (20) days from the submission of the grievance to the County Administrator, the Federation will have fourteen (14) days to serve notice, in writing, to the County Administrator of its intent to submit the grievance to final and binding arbitration. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator within fourteen (14) days of submitting the grievance to arbitration, the arbitrator shall be chosen in the following manner:

- a. Either party may request a list of five (5) names of arbitrators whose principal business address is in the state of Oregon from the Oregon State Conciliating Service. Within five (5) days of the receipt of the list, the parties shall alternately strike names from the list until one name remains, and the remaining person on the list after the strikes have been completed shall serve as the arbitrator. The party striking the first name shall be determined by a coin flip.

- b. The arbitrator shall hold a hearing promptly and shall issue a decision within thirty (30) days of the hearing. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions of the issues submitted. The powers of the arbitrator shall be limited to determining if the Agreement has been violated; he/she shall have no authority to alter, modify, vacate or amend any of the terms of the Agreement.
- c. The cost of the arbitrator and court reporter (if the court reporter is requested by both parties) shall be borne by the losing party. Each party shall be responsible for costs of presenting its own case to arbitration.
- d. Each party shall be responsible for compensating its own representative and witnesses at any step of this procedure.
- e. A grievant exercising his/her rights to pursue a grievance through this procedure may do so without discrimination and without loss of pay if meetings or conferences as called for herein occur during the employee's regularly assigned duty time.
- f. To the extent allowable by law, all information relative to a grievance and resolution accomplished via the grievance procedure shall be considered exempt from public disclosure in an effort to assure confidentiality to the employee.
- g. If the parties agree in writing, Steps I and II may be waived. Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. Failure to submit the grievance in accordance with these time limits without such a waiver shall constitute abandonment of the grievance. Failure by the County to submit a reply after knowledge of the grievance by the party responsible for the reply within the specified time will move the grievance to the next step in the grievance procedure. A grievance may be terminated at any time upon receipt of a signed statement from the Federation.

ARTICLE 8 – SALARY ADMINISTRATION

Section 1

All employees shall normally be paid on the last working day of the month.

Section 2

- A. Employees shall be eligible for annual merit increases on their eligibility date provided that the employee is not at the top step of the salary range of his/her classification.
- B. Every employee shall receive a performance appraisal at least annually by the employee's eligibility date. The eligibility date is based on hire date as follows: If hired on the first of the month through the 15th of the month – the performance appraisal will be completed within the month of hire and will be retroactive to the 1st of the month. If hired on the 16th of the month through the end of the month – the performance appraisal will be completed by the end of the following month and will be effective retroactive to the first of the month. In order to receive an annual merit increase an employee must receive an overall "effective, meets standards" rating or better on his/her annual performance appraisal. If the employee's regularly scheduled annual performance appraisal is not completed by his/her eligibility date, he/she will receive his/her merit step increase.

Section 3

Full-time employees who have worked continuously for the County shall receive additional pay per month for each five (5) years of continuous service worked as outlined below. Longevity pay will be pro-rated for part-time employees based on their percentage of full-time employment. Layoffs of less than eighteen (18) months shall not jeopardize longevity.

\$72.50	FY 15/16
\$75.00	FY 16/17
\$77.50	FY 17/18

Section 4

The County, at the County’s sole discretion, may designate specific employees who can communicate in English and a second language or in sign language to be translators – additional compensation shall be granted to designated employees for translation services as follows:

1. Regular FTE, \$100 per month
2. Regular ½ to ¾ time, \$75 per month
3. Undesignated employees who have the ability to communicate in a second language or in sign language and who are directed by a supervisor to serve as a translator shall receive additional compensation in the amount of \$10 per day on any day they are utilized for translation services.

Such persons shall be proficient in the needed second language or in sign language. It shall be at the sole discretion of the County to select persons for bilingual compensation and to decrease or eliminate the compensation should the County determine the need for translation no longer exists. Nothing in this Agreement shall preclude the County from using persons other than those designated for second language communication.

The County retains the right and total discretion to choose the positions to which the additional compensation is granted, and to determine such test or other certification process that must be successfully completed for an employee to qualify as bilingual for purposes of this section.

Section 5 – Professional Certification

The County agrees to pay monthly, the following for DPSST Intermediate and Advanced certifications:

Intermediate	\$150.00
Advanced	\$200.00

In order to qualify for certification pay pursuant to this Section 5, the employee must obtain the DPSST Certification and have received an overall “effective, meets standards” rating or better on the most recent annual performance appraisal. Newly hired probationary employees who are DPSST-Certified when hired will begin to receive certification pay pursuant to this Section upon commencing employment with the County. An employee who qualifies for certification pay under this Section shall be entitled to payment under only one certification level. Certification pays are not cumulative.

Section 6 – Instructor Pay

Employees assigned as Defensive Tactics or Firearms instructor shall be compensated \$100.00 per month. It is understood these assignments are discretionary appointments by the Department Head.

Section 7 – Field Training Officer

Employees assigned as Field Training Officers (FTO's) shall receive compensation of \$500.00 monthly during the time they are actually performing the duties. While performing such duties, the employee assigned as an FTO shall be responsible for the caseload of the trainee whom the FTO is training, including coverage of the trainee's caseload when the trainee is attending the DPSST Academy. Such FTO duties shall be in addition to the caseload and other duties regularly performed by the employee assigned as an FTO. If the employee assigned as an FTO does not perform FTO duties the entire month, the amount received shall be pro-rated based on the actual hours spent performing FTO duties during the month.

Section 8 – Hearings Officer

All employees who perform *Morrissey* hearings shall receive \$200.00 per month for any month they preside over these hearings.

ARTICLE 9 – CALL BACK TIME AND AFTER HOURS CALLS

Section 1 - Call Back

Call back is defined for the purpose of this Agreement as that time an employee spends beyond his/her normal work schedule and delivered on-site as a result of being called back due to an emergency and/or special circumstance.

When called back, employees will receive compensation in accordance with the Fair Labor Standards Act ("FLSA"). In no case will an employee receive less than three (3) hours compensation for being called back to work.

Section 2 - Compensation for After-hours Calls

The County and the Federation acknowledge that it is sometimes necessary for adult parole and probation officers to respond to calls from law enforcement and partner agencies concerning probationers or parolees who are under their supervision that are taken while they are away from County offices or facilities and during times when they are not otherwise scheduled to work (e.g., non-work days, those hours occurring after an officer's shift ends or before an officer's shift begins). The County and the Federation each further acknowledge that taking and responding to such calls is an essential duty of adult parole and probation officers employed with the County. In recognition of the importance of taking and responding to after-hours calls, adult parole and probation officers will be compensated for such work either by receiving payment ("after-hours call pay") or by accruing leave ("after-hours call leave") as described herein. Whenever officers take and respond to after hours calls, they may elect to be compensated for such work in either manner.

- A. Calculation of Compensable Time for After-hours Calls. Adult parole and probation officers who take and respond to after-hours calls will be compensated for a minimum interval of thirty (30) minutes. Multiple after-hours calls taken within any contiguous thirty-minute (30-minute) interval will collectively be considered one compensable event for purposes of calculating minimum compensation for after-hours calls, regardless of whether the calls come from separate individuals or agencies. To the extent that the amount of time spent by an adult parole and probation officer in responding to an after-hours call or calls exceeds any contiguous thirty-minute (30-minute) interval, he/she will be compensated for the actual time spent in responding to such call or calls. Once he/she has completed his/her response(s) to calls taken during any contiguous thirty-minute (30-minute) interval, he/she will be compensated in the same manner for additional after-hours calls taken and responded to by him/her that are received thirty (30) minutes after the last compensable period.

- B. After-hours Call Pay. After-hours call pay shall be calculated using the rate of pay at Grade 22, Step 5 (adjusted annually for inflation as required by Article 33 of this Agreement) for adult parole and probation officers employed by the County ("after-hours call rate"). After-hours call pay under this Section is distinct from overtime pay pursuant to Article 11. Such pay is not compensation for working overtime hours, but is rather a form of additional compensation agreed to between the Federation and the County for taking and responding to after-hours calls.
1. Minimum After-hours Call Pay. An adult parole and probation officer who takes after-hours calls and completes his/her response(s) to such calls within any contiguous thirty-minute (30-minute) interval as described herein and who elects to receive after-hours call pay will receive an amount calculated using the after-hours call rate multiplied by \$.75 and rounded to the nearest \$.50. (For example, the rate of pay in FY 2013-14 at Grade 22, Step 5 is \$27.82/hr. Using the formula established herein, the minimum compensation for responding to an after-hours call or calls in FY 2013-14 is \$21.00 ($\$27.82/\text{hr.} \times .75 = \20.865 , rounded to the nearest \$.50)).
 2. After-hours Call Pay. An adult parole and probation officer who takes after-hours calls and works longer than a thirty-minute (30-minute) contiguous interval in taking and responding to such calls will be eligible for after-hours call pay at the "after-hours call rate" multiplied at time and one-half (1.5 x the after-hours call rate) for each minute above the thirty-minute (30-minute) minimum.
- C. After-hours Call Leave. Leave as compensation for taking and responding to after-hours calls is calculated at time and one-half. After-hours call leave under this Section is distinct from compensatory time-off accrued in lieu of overtime pay pursuant to Article 11. Such leave is not compensation for working overtime hours, but is rather a form of additional compensation agreed to between the Federation and the County for taking and responding to after-hours calls that may be accrued in lieu of taking after-hours call pay. Accrual of after-hours call leave under this Section is generally not subject to the requirements of Article 11. However, accrual of after-hours call leave pursuant to this Section and compensatory time-off in lieu of overtime pay pursuant to Article 11 shall not together exceed 80 hours. Once any adult parole and probation officer reaches this aggregate eighty-hour (80-hour) limit, he/she may thereafter only receive after-hours call pay as otherwise provided in this Section.
1. Minimum After-hours Call Leave. An adult parole and probation officer who takes after-hours calls and completes his/her response(s) to such calls within any contiguous thirty-minute (30-minute) minute interval as described herein and who elects to receive after-hours call leave shall receive minimum after-hours call leave of 45 minutes.
 2. After-hours Call Leave. An adult parole and probation officer who takes after-hours calls and works longer than a thirty-minute (30-minute) contiguous interval in taking and responding to such calls shall receive after-hours call leave reflecting the actual hours worked in responding to such calls multiplied by time and one-half.
- D. When adult parole and probations officers are not working a scheduled shift and are away from County offices or facilities, they will normally make themselves available to receive after hours calls when practicable. Employees must take and respond to after-hours calls in order to receive compensation pursuant to this Section. Compensation will not be granted merely for listening to messages or reviewing text or e-mail messages from law enforcement or partner agencies, although it will be granted for activities undertaken in response to such messages when such activities cannot wait until the employee's next scheduled shift or by another employee on the next business day.

- E. Adult parole and probation officers are not entitled to receive compensation under this Section for calls received at any time during scheduled work shifts.
- F. Compensation granted pursuant to this Section is the sole form of compensation available to adult parole and probation officers for taking and responding to after-hours calls. Employees are not entitled to overtime pay or compensatory time-off in lieu of overtime, as otherwise available pursuant to Article 11, for taking and/or responding to after-hours calls.
- H. Examples.
 - 1. Employee receives an after-hours call from a local law enforcement agency. It takes him/her seven (7) minutes to take and respond to the call. The employee may elect to receive either minimum after-hours call pay (FY 2013-14- \$21.00) or minimum after-hours call leave (forty-five (45) minutes).
 - 2. Employee receives 3 telephone calls from a local law enforcement agency within a contiguous thirty-minute (30-minute) period. It takes the employee 40 minutes to fully respond to the calls. The employee may elect to receive after-hours call pay of \$27.82 (FY 13-14)(Calculation: Forty (40) contiguous minutes at \$27.82 per hour, multiplied by time and one-half (1.5) which equals \$27.82 in after-hours call pay. (40 min. x 1.5)/60 min.)(\$27.82 per hour)= \$27.82. The employee may also elect to receive after hours call leave in the amount of 1 hour (40 minutes of actual time spent on responding to the calls multiplied by time and one-half, for a total of sixty minutes (1 hour) of after hours call leave (40 min x 1.5 = 60 minutes)).
 - 3. Employee receives call from Example 1 at 9:00 p.m., and then receives calls during the contiguous interval from Example 2 at midnight on the same evening. Each individual calculation would remain the same; so the employee would receive a total of either \$48.82 in after-hours call pay or 1 hour and 45 minutes of after hours call leave accrual for taking after-hours calls that evening.

ARTICLE 10 – HOURS OF WORK

Section 1

The workweek is defined as seven (7) days within a calendar week. The standard work week for the County is Sunday through Saturday. The County may establish an alternate work week to address flexible work schedules as referenced in Section 2(C). An alternate work week must be established in writing and submitted to the Deschutes County Human Resources Department (Personnel) and the Deschutes County Finance Department (Finance) for approval.

Section 2

- A. A regular work schedule is a work schedule with the same starting and stopping time on five (5) consecutive eight (8) hour shifts, with two (2) consecutive days off.
- B. An alternate work schedule, normally, is a work schedule with the same starting and stopping times on four (4) consecutive ten (10) hour shifts, and three (3) consecutive days off.
- C. A flexible work schedule is a work schedule which varies the number of hours worked on a daily basis, but not necessarily each day, and may vary the number of days worked on a weekly basis, but not necessarily each week, but which in no way conflicts with the FLSA.

- D. Work schedules shall be determined by the Department Head, subject to approval by the County Administrator.

Section 3

Established regular work schedules will not be changed with less than ten (10) working days advance notice, unless the operating needs of the County require it or an employee voluntarily agrees to the change and an earlier implementation date.

Section 4

Each employee shall be granted an uninterrupted rest break of fifteen (15) minutes for each one-half (1/2) shift. The rest breaks shall be scheduled as near the midpoint of each one-half (1/2) shift as possible.

Section 5

All full time employees shall be permitted a non-duty meal period during their work shifts. Non-duty meal periods shall be no less than thirty (30) minutes and shall be scheduled in the middle of the work shift as possible.

Section 6

Nothing in this Article shall be construed as a guarantee of hours.

ARTICLE 11 – OVERTIME AND COMPENSATORY TIME

Section 1

All non-exempt employees shall be compensated at the rate of one and one-half (1 ½) times their regular rate of pay for all hours worked in excess of forty (40) hours during the regularly scheduled workweek. Hours worked shall include holidays, vacation, and compensatory hours which are authorized and scheduled in advance in accordance with Departmental policy. The specific application of this section shall be governed by Deschutes County Administrative Policy No. HR-4 Overtime Compensation and Compensatory Time or subsequent adopted policy.

Section 2

In lieu of overtime pay, by mutual agreement between the employee and County, a non-exempt employee may receive compensatory time off at the rate of one and one-half (1-1/2) hours for each overtime hour worked. Compensatory time-off accrued in lieu of overtime pay pursuant to this Article 11 is distinct from after-hours call leave accrued for taking and responding to after-hours calls pursuant to Article 9, Section 2. Compensatory time-off is compensation for working overtime hours, while after-hours call leave accrued pursuant to Article 9, Section 2 is a form of additional compensation agreed to between the Federation and the County. Compensatory time-off accrued pursuant to this Article 11 and after-hours call leave accrued pursuant to Article 9, Section 2 may not together exceed eighty (80) hours. Once any adult parole and probation officer reaches this aggregate eighty-hour (80-hour) limit, he/she may thereafter only receive overtime pay as otherwise provided in this Article 11.

Section 3

Overtime shall be approved in advance by an employee's supervisor. Exceptions for documented emergencies will be made.

Section 4

Subject to operational needs, the County shall attempt to offer overtime opportunities as equally as possible among qualified employees in the department where overtime work is needed.

Section 5

When possible and within budget constraints, the Department Head will honor the non-exempt employee's request regarding the method of compensation, either compensatory time off, or overtime pay.

Section 6 - Maximum Accumulation

Compensatory time accumulated pursuant to the terms of Article 11, Section 2, and after-hours call leave accumulated pursuant to Article 9, Section 2, Paragraph C, when added together, will not exceed an aggregate total of eighty (80) hours, regardless of source. Once this eighty-hour (80-hour) aggregate limit is reached, all hours worked by an employee pursuant to Article 11 or Article 9, Section 2 shall be paid solely in accordance with Article 11, Section 1 (overtime pay) or Article 9, Section 2, Paragraph B (after-hours call pay), respectively.

ARTICLE 12 – WORKING-OUT-OF-CLASS AND LEAD PAY

Section 1 – Work Out of Classification Pay

The County agrees to compensate an employee assigned in writing to assume the major distinguishing duties of a position in a higher classification, where such an assignment is for ten (10) consecutive work days or more at a compensation rate of 5%, 7.5%, or 10% differential, or at any step of the higher salary range which provides at least a 5% pay increase to be determined by the Department Head based upon the assigned duties. The additional compensation shall be retroactive to the first day of the assignment.

Section 2 – Lead Pay

When an employee is directed and authorized in writing by the Department Head/supervisor to perform lead work functions defined as follows:

A lead worker is an employee delegated limited supervisory and/or coordination of duties by his/her Department Head. Limited duties include distribution of work assignments, maintaining a balanced workload among a group of employees, reviewing completed work and maintenance of records of work.

The Employee will receive a 2.5%, 5%, 7.5%, or 10% differential, to be determined by the Department Head for all hours worked while performing those duties.

Section 3 – Reclassification

If an employee believes that he/she is working significantly outside his/her classification, he/she may request that his/her job be reviewed for a reclassification. Requests for reclassification review must be made through the employee's Department Head. In the event a reclassification is approved by the County Administrator, it will be retroactive to the 1st of the month following the day the reclassification request was presented by the Department Head to Personnel.

ARTICLE 13 – VACANCIES

Section 1

When there is a Federation-represented caseload vacancy, creation of a new FTE position, retirement, termination, resignation, layoff or any other triggering event as determined by the County, which leaves a body of offenders unsupervised by a specific adult parole and probation officer in a specific location, and the County decides to fill the vacancy, the County will adhere to the following process:

- A. The County will notify, via email, all Federation employees of the specific opening and location;
- B. The County will invite all employees to provide a letter of interest for the specific opening and/or any opening which may occur as a result of the triggering event;
- C. The County will allow for the receipt of the employees' letters of interest for seven (7) calendar days after issuance of the notice;
- D. Prior to filling the vacancy, the County will consider the employees' letters of interest as well as the employees' skills, abilities, experience and knowledge;
- E. Prior to filling vacancies created as a result of the triggering event in B, the County will notify an employee if his/her general letter of interest will result in a caseload or location move, at which time, he/she may withdraw his/her letter of interest;
- F. Any employee not selected shall be given the reason for his/her non-selection should he/she request a reason.

Section 2

The basis for the non-selection and the County's decision itself cannot be grieved.

Section 3

The procedure outlined in this Article pertains to each discrete triggering event and the subsequent vacancies caused by the event. The procedure must be followed for all triggering events.

ARTICLE 14 – PERFORMANCE EVALUATIONS

Section 1

Each employee shall receive a performance appraisal prepared by his/her immediate supervisor or Department Head at least annually. The rater shall discuss the performance appraisal with the employee. The employee shall have the opportunity to provide his/her comments to be attached to the performance appraisal. The employee shall sign the performance appraisal and that signature shall only indicate that the employee has read the performance appraisal. A copy shall be provided to the employee at the time.

Section 2 – Proposed Changes in the Duties and Responsibilities or Classification of Positions

The County shall notify the Federation in writing of any proposed changes in an existing position classification description, or creation of any new proposed classification description within Deschutes County Adult Parole and Probation affecting adult parole and probation officers, and consult with the Federation about such proposals prior to the position's implementation.

Section 3 – Work Plan

If the County decides to put an employee on a work plan, it shall be put in writing and delineate the job requirements and standards of performance desired. The work plan shall be reviewed between the supervisor and employee at least every thirty (30) days. When the desired performance is achieved the employee will be given written notice by the supervisor that the work plan is no longer in effect.

ARTICLE 15 – PERSONNEL FILE

All of an employee's personnel files will be available for the employee's inspection during normal working hours. Should an employee desire a copy of any items in the files, such a copy shall be provided to the employee provided the employee signs a receipt for the copy. The employee has the right to respond in writing to any item placed in his/her files. No derogatory material may be placed in an employee's personnel file without the knowledge of the employee. The County will maintain the confidentiality of the files as per State law, and will not release any information in the files to other than those authorized within the County without the consent of the affected employee except where such release is compelled by either an order of a court or by State law.

ARTICLE 16 – LONGEVITY AND LENGTH OF SERVICE

Section 1

Length of service is determined by the length of an employee's continuous full-time or part-time service with Deschutes County Adult Parole and Probation.

Section 2

Longevity is determined by an employee's continuous full-time or part time service as a County employee.

Section 3

Seniority is determined by an employee's continuous full-time service as a Deschutes County Adult Parole and Probation Officer.

Section 4

For employees working less than half-time, longevity shall be pro-rated by the number of hours for which the employee was hired to work.

Section 5

Length of service and/or longevity shall terminate in the event of the following:

1. Voluntary termination for greater than three (3) months.
2. Discharge for cause.
3. A lay-off period for greater than eighteen (18) months.
4. Failure to report to work at the termination of an extended leave of absence.
5. Acceptance of employment without permission while on leave of absence.
6. Retirement.

Section 6

Time off during layoff period shall not count toward longevity accrual.

ARTICLE 17 – SENIORITY AND LAYOFF

Section 1

Seniority, as used in this Agreement, is determined by the length of an employee's continuous full-time service as a Deschutes County Adult Parole and Probation Officer. Part-time employees will accrue seniority on a pro-rata basis. Any employee on leave which is not paid leave, or leave mandated by law, may accrue up to ninety (90) days seniority.

Section 2

The County will provide the Federation with a copy of the seniority list upon request from the Federation, which will then be posted on the bulletin board provided for in Article 2, Section 4.

Section 3

An employee shall lose all seniority in the event of voluntary resignation for greater than three (3) months, discharge for cause, is laid off and fails to respond to written notice as provided in Section 6 of this Article, is laid off work for a period of time greater than eighteen (18) months, fails to report to work at the termination of an extended leave of absence, or while on a leave of absence accepts employment without permission, or is retired.

Section 4

Layoffs shall be in the inverse order of seniority as defined in Section 1. An exception to layoff in the inverse order of seniority may be made and a senior employee may be laid off before a junior employee when the junior employee has substantially superior qualifications to perform the duties of the remaining position.

Section 5

Employees shall be recalled in the inverse order of layoff if positions become available in the job classification from which the employee was laid off. An employee's failure to respond to a recall notice as specified by Section 6 of this Agreement shall constitute a waiver of the employee's recall rights.

Section 6

For the purpose of recalling employees from layoff, the following procedures will be followed:

1. For layoffs of less than five (5) days, a personal visit by the County representative or a phone call from the County will suffice.
2. For layoffs of five (5) days to one month in duration, employees will have seven (7) days from the date that a certified notice is mailed to report to work unless a longer period is mutually agreed upon in writing.
3. For layoffs longer than one month employees will have fourteen (14) days from the date that certified notice is mailed to report to work unless a longer period is mutually agreed upon in writing.
4. Laid off employees will be responsible for notifying the County of any address change.

ARTICLE 18 – HOLIDAYS

Section 1

The following shall be recognized as paid holidays:

- | | |
|--------------------------|---------------------------|
| New Year's Day | Labor Day |
| President's Day | Veteran's Day |
| Martin Luther King's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | Two (2) Floating Holidays |

Whenever a holiday falls on Sunday, the following Monday shall be considered a holiday. If a holiday falls on Saturday, the preceding Friday shall be a holiday. If an employee works on the actual holiday that falls on a Saturday or Sunday, that day would be the employee's holiday and he/she will be paid in accordance with Article 18, Section 4 for that day only. In no event shall an employee receive holiday pay for both the observed and actual holiday. Holidays that occur during paid vacation or sick leave shall not be charged against vacation or sick leave. In order to qualify for holiday pay, employees must work their normal workdays before and after the holiday or be on authorized leave of absence with pay.

Section 2

Full-time employees shall be compensated at the straight time rate of eight (8) hours for each recognized holiday. Employees working an alternative schedule of nine or ten (9 or 10) hours have the choice to: (a) revert to a 5/8 schedule during the week in which the holiday occurs, or; (b) use accrued time management leave, comp time, or other accrued paid time off to equal forty (40) hours for the week. The choice of reverting to a 5/8 schedule or using accrued leave shall be approved in advance by the supervisor and/or Department Head.

All part-time employees (half time or more) shall be compensated at the straight time rate on a pro-rated basis (based on an 8-hour day) for each recognized holiday.

Section 3

Work performed by non-exempt employees on holidays which fall within the regular work schedule shall be considered as overtime work, and the employees who work on such holidays will be granted time off or compensation pay on the basis of time-and-one-half for the hours worked in addition to their regular holiday pay.

Section 4

Full and part time employees who have recognized holidays falling on their days off will be credited with straight time off for these holidays, or have the holiday paid as additional hours if mutually agreed on between the employee and Department Head.

Section 5

The floating holidays can be used any time during the calendar year by mutual consent between the employee and the Department Head. New employees shall be employed six (6) months before they are eligible for the floating holiday. Floating holidays cannot be carried over from year to year. Employees will not receive pay at the time of termination of employment for any unused floating holiday.

ARTICLE 19 – TIME MANAGEMENT

The specific application of this section will be governed by the Time Management Program. (Appendix A of this Agreement).

Section 1 – Eligibility

Regular full-time and regular part-time employees can use their accrued leave as soon as it is accrued after receiving authorization from their Department Head. Leave accrual for regular part-time personnel is computed on the basis of the percentage of hours worked each month.

Section 2 – Leave Accrual

Leave accrues while an employee is on leave with pay, but not while on leave without pay. No employee can be granted leave without pay until after leave that has accrued to his/her credit is exhausted.

Section 3 – Employee Transfers

When an employee is transferred or appointed to another department, all of his/her leave will be assumed by the new department.

Section 4 – Payment Upon Separation

An employee who terminates his/her employment is entitled to cash compensation in lieu of leave. In case of death, compensation for accrued leave will be paid to the employee's estate.

Section 5 – Leave Scheduling

Department Heads shall establish staffing schedules to provide for requested leave for employees annually, and employees are to take leave at the time scheduled. A record of time taken shall be kept on file in the department. Such schedules may be amended to meet work emergencies. In establishing regular schedules, Department Heads shall give due consideration to the desires of individual employees while weighing the work requirements of the department. Whenever possible, longevity shall prevail where there is a conflict between two or more employees wanting the same time off for vacation purposes.

Section 6 – Mandatory Leave

At least once each year, all regular employees must be allowed to take five (5) consecutive days off, if accrued.

ARTICLE 20 – RELIEF COVERAGE

Section 1

Employees shall be responsible for arranging relief coverage for vacation leave. If the employee feels uncomfortable in finding such coverage, or is unable to secure coverage, the employee shall notify his/her supervisor.

Section 2

In the event an employee will be absent in excess of one month, the County shall provide the Federation with its plan for caseload coverage in his/her absence.

ARTICLE 21 – SICK LEAVE

Section 1 – Notification

When an employee is physically unable to perform duties because of illness or injury, the employee shall notify his/her immediate supervisor as soon as possible prior to the beginning of his/her shift. At the request of the immediate supervisor or other superior, the employee will obtain certification from an attending physician, documenting the nature and period of illness.

Section 2 – Usage

Sick leave shall be used only for the following:

1. Medical or dental care.
2. Exposure to contagious disease under circumstances by which the health of fellow employees or the public would be endangered.
3. Leave for family member illness in accordance with state and federal Family Medical Leave laws.
4. Death of a family member as defined by FMLA/OFLA. Up to five working days in succession per occurrence may be used for these purposes with no mandatory use of time management leave first if the employee has a sick-bank account. Either time management or sick-bank leave must be used. An additional three more days maximum of sick bank or time management may be utilized upon the County Administrator approval with Department Head recommendation.
5. Leave for childbearing is treated as a medical condition and is covered by sick leave with pay.
6. Maternity and paternity leave to be granted in accordance with state and federal law.

Section 3 – Employee Transfer

See Article 19, Section 3.

Section 4 – Leave Without Pay

Upon written application from an Employee, leave without pay may be granted by the Department Head subject to final authorization by the County Administrator for a reasonable period of disability after earned leave has been exhausted. Such leave without pay shall not exceed six (6) months unless otherwise required by state or federal law.

Section 5

The County will allow sick bank rollover in accordance with the rules established by the State of Oregon Public Retirement System (PERS).

ARTICLE 22 – LEAVES OF ABSENCE

Section 1

Full-time and part-time employees shall be granted leave with full pay, computed on the basis of their normal number of working hours per day, at the employee's regular straight-time hourly rate, any time they are required by summons or subpoenas to report for jury duty or jury service. An eligible employee shall endorse any fee, excluding mileage, to the County as a condition to receipt of jury pay.

Section 2

Leave credit shall continue to accrue to those employees who are on leave with pay. For the accumulation of leave credit and the granting of leave, computation shall be made in hourly or partial hour units. Deductions shall not be made from leave accumulations for regularly assigned days off, or County holidays occurring during a period of leave with pay if the employee returns to work on the first day thereafter or has been granted additional leave.

Section 3

Employees shall be entitled to family medical and parental leave in accordance with federal and Oregon law.

Section 4

An employee who has served with the County for at least six months and who is a member of the National Guard or the reserve of any branch of the U.S. Military is entitled to military leave not to exceed fifteen (15) working days per County fiscal year. Such leave will be granted without loss of time, pay or other leave and without impairment of merit rating or other rights or benefits. Military leave with pay may be granted to an employee with bona fide military orders and shall not be paid if the employee does not return to his/her position immediately following the end of the approved duty period. Department Heads are required to report employees on military leave on the payroll time and leave worksheets. Copies of military orders shall be placed in the employee's personnel file. Military leave without pay will be granted to employees for performance of military service, pursuant to bona fide military orders, in accordance with the provisions of Oregon State law and the provisions of the Uniformed Service Employment and Reemployment Rights Act of 1994, as amended. Employees may, but are not required to, use accrued and unused time management leave for any period of military service which is unpaid by the County.

Section 5

After completing one (1) year of continuous service, a regular full-time employee, upon written request may be granted a leave of absence without pay by the County Administrator (with departmental approval) for the purpose of upgrading his/her professional ability through enrollment in educational courses at an accredited school. The period of such leave of absence may not exceed one (1) year, but may be renewed or extended upon request of the employee and approved by the County Administrator. After the expiration of such educational leave of absence, the employee shall normally be returned to his/her same job classification and same salary step.

Section 6

Employees may be granted time off with pay for educational purposes to attend conferences, seminars, briefing sessions, training programs and other programs of a similar nature required or approved by the employee's Department Head.

Section 7

Leave with pay shall be granted for actual work time missed for an appearance on the County's behalf, connected with his/her official duties before a court, legislative committee, judicial or quasi-judicial body as a witness if required by the County. Employees shall return to the County any compensation, excluding mileage, received as a result of such duty.

Section 8

Special leave is a provision created to accommodate natural disasters and life threatening situations. If there is a building emergency, a bomb threat or a natural disaster, special leave may be granted to County employees by County Administrator decree. Such leave does not affect an employee's earned leave.

Section 9

An employee's Department Head may grant a leave of absence without pay not to exceed thirty (30) calendar days. Leave of absence without pay for periods in excess of thirty (30) calendar days must be approved by the County Administrator.

Section 10

Leaves of absences without pay may not be granted until all accrued leave has been exhausted.

ARTICLE 23 – HEALTH AND WELFARE

Section 1

Health Insurance is to include the following:

- Medical Insurance
- Vision Insurance
- Dental Insurance
- Prescription Drug Insurance
- Orthodontic Insurance

Section 2

Other insurance is to include the following:

- Employee life insurance
- Dependent life insurance
- Long-term disability insurance
- Unemployment insurance
- Retirement health insurance

Section 3

In addition to health insurance and other insurance, the County will make available to Federation represented employees a qualified IRS 125 plan.

Section 4

The County will provide insurance benefits at the same level and under the same conditions as a regular full-time employee, to retired County employees collecting PERS who have worked for Deschutes County for thirty

(30) continuous years or more on a full-time basis. This benefit will be provided until the employee reaches the age of sixty-five (65) or until eligible for Medicare.

Employees who retire from the County with more than fifteen (15) years and less than thirty (30) years of full-time service are eligible to receive a County contribution towards their monthly insurance premiums until age sixty-five (65) or until eligible for Medicare, in accordance with a schedule recommended by the Deschutes County Employee Benefits Advisory Committee (EBAC) and approved by the Board of County Commissioners. The schedule of retiree premiums and County contributions shall be posted on the Personnel Department Intranet site.

Section 5

Full-time and part-time (half-time or more) employees will be eligible for benefits in accordance with this Agreement. Regular, part-time employees (half-time or more) will be required to pay pro-rated premium contributions based on their percentage of hours worked if they elect the Standard plan. If a part-time employee elects the High-Deductible plan, the premium contribution will be the same as a full-time employee on the Standard plan.

Section 6

Workers' Compensation will be paid at the rate mandated by Oregon State Law. Benefits begin three (3) calendar days after the employee leaves work or loses wages as a result of a compensable injury.

In case of extreme emergency, the County Administrator may authorize supplemental Workers' Compensation payments, which shall be the difference between the employee's regular net monthly salary and the amount of Workers' Compensation payment. When an employee receives approval under this section, pro-rated charges will be made against accrued time management or the employee's sick bank. In no case shall the combined payment exceed the employee's net regular monthly salary rate.

In no case will supplemental payments be allowed after an employee becomes eligible for long-term disability benefits.

Extreme emergency is defined as:

- Inability to return to work in any capacity for at least four working weeks.
- Demonstrated increase in basic living expenses as a direct result of the injury.
- Extreme hardship, determined by the County Administrator.

Section 7

EBAC shall include at least one Federation representative. EBAC shall meet as outlined in Deschutes County Administrative Policy No. GA-6 (see Appendix B) for the purpose of reviewing program performance and advising the Board of Commissioners on desired changes in insurance benefits. EBAC shall review any proposed changes to the County's Insurance Benefits Plan before a change is implemented.

Health benefits and other insurance will be provided to Federation represented employees under the same conditions and restrictions as provided to all other County employees. Coverage may be adjusted or modified by the County upon the recommendation of EBAC.

Section 8

A health benefits plan document shall be adopted annually by the County following a review by EBAC. The per FTE cost of providing the health benefits called for in the health benefits plan shall be determined by an actuarial valuation or by a review conducted by the County's excess insurance carrier. The County shall annually, as part of the budget adoption process, establish an employee premium contribution.

The employee health insurance monthly premium contribution shall be no greater than 9.5% of the per-FTE cost of providing health benefits under the plan adopted by the County each fiscal year. In any event, during the term of this Agreement, the employee health insurance monthly premium contribution will not exceed \$170.00.

The County reserves the right to establish a tiered system for premium contributions under which different contribution rates may be established for a single employee, employee and spouse/same sex domestic partner, employee and child(ren), or full family benefits.

ARTICLE 24 – RETIREMENT

The County shall be a participant in the Public Employees Retirement System (PERS)/Oregon Public Service Retirement Plan (OPSRP) or its equivalent.

After the employee has completed his/her six full months' employment period and holds a position requiring that the employee work in excess of six hundred (600) hours per year, the County shall make contributions to PERS/OPSRP in accordance with levels established for the employee's position. The employees will contribute to PERS/OPSRP in accordance with the state law.

In the event that state law provides for other alternatives, members of the Federation will be afforded the same options available to non-represented employees.

The County will take appropriate action to have the employee contribution defined as pre-tax in accordance with tax code regulations.

The County will continue to provide a Deferred Compensation plan in compliance with IRC 457. The plan will be available to all Federation bargaining unit employees.

The County shall continue to provide Police and Firefighter's PERS for all eligible employees.

ARTICLE 25 – TRAVEL EXPENSES

Reasonable and necessary travel, meal and miscellaneous expense reimbursement will be approved for payment when an employee incurs expenses while acting within the scope of employment with the County in accordance with Deschutes County General Policy No. F-1 and F-2 or subsequently adopted travel and expense policies.

ARTICLE 26 -SAFETY

Section 1

The County and the Federation agree to cooperate in the continuing objective to eliminate accidents and health hazards.

Section 2

All employees are encouraged and expected to inform their supervisor of safety concerns in the work place including health and safety issues. It is clearly understood that the County shall take no reprisals against employees for reporting issues to their supervisor or the Deschutes County Risk Management Department.

Section 3

The County will continue a comprehensive risk management program including approved OSHA safety committees and will review issues reported in section 2 above. The Federation shall be entitled to have a representative on each committee. Minutes from safety committee meetings shall be posted in affected areas.

Section 4

In order for employees to safely perform their jobs, the County agrees to, at a minimum, provide the following equipment:

- Ballistic and tactical vest
- Side arm with holster, extra magazine holder and belt
- Handcuffs
- Pepper spray
- Baton
- Gun locker
- Two-way radios
- Cell phone
- Duty ammunition

Upon retirement in good standing (with a minimum of ten (10) years of continuous full-time County service), an employee shall have the right to purchase his/her sidearm at a cost that is agreed upon by the employee and the County.

Section 5

Employees shall receive an annual allowance of \$150 to purchase County-approved clothing and/or equipment in addition to those items specified in Section 4 above. This allowance is intended only for clothing and/or equipment to be used by employees in the performance of their official duties. The allowance will be issued to employees at the beginning of each fiscal year. New employees hired after the allowance is issued to existing employees will not be entitled to receive the allowance until it is issued at the beginning of following fiscal year.

Section 6

Tactical vests may be worn outside of the employee's uniform or assigned clothing and may be visible to the public during the performance of his/her official duties.

Section 7

Employees may carry their side arms unconcealed and visible to the public during the performance of their official duties.

ARTICLE 27 - PROFESSIONAL DEVELOPMENT

Section 1

The County shall pay for sufficient training so that the employees can maintain their required DPSST certification.

ARTICLE 28 – DEPARTMENTAL RULES, POLICIES AND PROCEDURES

The department shall provide the Federation with a copy of any new or revised written policy or procedure prior to implementation. If the County adopts an emergency change to a policy that impacts a mandatory subject of

bargaining, the Federation shall be notified as soon as possible. The Federation may pursue its right to bargain any proposed policy which impacts a mandatory subject of bargaining not covered in the collective bargaining agreement.

ARTICLE 29 – RIGHT TO CONTRACT

The County expressly reserves the right to contract any and all County work and services to non-County employees. The County agrees to fulfill its obligations under the Public Employee Collective Bargaining Act (PECBA) before contracting out any work. The County agrees that it will not contract out services with the purpose to end the Federation representation status.

ARTICLE 30 - SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 31 - SCOPE OF AGREEMENT

Section 1

The Agreement expressed herein in writing constitutes the entire Agreement between the parties. This Agreement shall supersede all previous oral and written Agreements between the County and the employees. It is agreed that the relations between the parties shall be governed by the terms of this Agreement only, no prior agreements, understandings, past practices, existing conditions, prior benefits, oral or written, shall be controlling or in any way affect the relations between the parties, or the wages, hours and working conditions unless and until such agreement, understandings, past practices, existing conditions an prior agreements shall be reduced to writing and duly executed by both parties.

Section 2

In the event the County intends to make a unilateral change in a mandatory subject of bargaining as determined by the Employment Relations Board, the County agrees to notify the Federation and subsequently fulfill its obligation under PECBA prior to making said change.

ARTICLE 32 - TERM OF THE AGREEMENT

This Agreement shall be effective July 1, 2015, and shall remain in full force and effect through June 30, 2018.

ARTICLE 33 - WAGES

For fiscal year 15/16, there shall be a 1.5% cost-of-living increase upon full execution of the Agreement.

For fiscal years 16/17 and 17/18, there shall be a cost-of-living increase equal to the U.S. All Cities CPI-U, January to January as follows:

July 1, 2016 minimum increase of 1.5%, maximum increase of 3.5%

July 1, 2017 minimum increase of 1.5%, maximum increase of 3.5%.

SIGNATURES

Dated this _____ day of _____, 2015.

FOR THE COUNTY

FOR THE FEDERATION

ANTHONY DEBONE, Chair

Karen Vinson, Federation
Negotiating Team Member

ALAN UNGER, Vice Chair

Bob Lucas, Federation
Negotiating Team Member

TAMMY BANEY, Commissioner

Lydia McNaughton, Federation
Negotiating Team Member

Tom Anderson, County Administrator

ATTEST:

Recording Secretary

APPENDIX "A"

SUBJECT: TIME MANAGEMENT – Federation

I. PURPOSE

It is the purpose of the Deschutes County Time Management Program to provide employees with a leave-with-pay program that is easily understood, responsive to individual needs, and easy to administer. This program is also intended to eliminate any abuse of sick leave while rewarding employees for faithful attendance and productivity.

II. SCOPE

This program covers all Federation represented employees. Those employees covered by the provisions of this program shall not be eligible for separate leave benefits covering the following:

- Sick leave (non-occupational illness or injury leave)
- Vacation leave

Nonexempt employees who are eligible for 1.5 compensatory time or overtime will still receive such under this program in accordance with the Fair Labor Standards Act. Exempt employees are eligible for flex time under the same terms and conditions applied to non-represented employees in accordance with County policy HR-7, subject to Supervisor or Department Head approval.

III. LEAVE-WITH-PAY PROVISIONS

- A. All employees transferring into the Time Management Program will be credited with their existing vacation time balance.

Non-exempt employees will earn leave, based on full-time service, in accordance with the following schedule:

Months of Service	Hours of Leave	Earned Leave Accumulation
0 – 48 months	168 hours	14 hrs/month
49 – 108 months	192 hours	16 hrs/month
109 – 168 months	216 hours	18 hrs/month
169 – 228 months	240 hours	20 hrs/month
229 – 288 months	264 hours	22 hrs/month
289+ months	288 hours	24 hrs/month

Exempt employees will earn leave, based on full-time service, in accordance with the following schedule:

Months of Service	Hours of Leave	Earned Leave Accumulation
0 – 48 months	216 hours	18 hrs/month
49 – 108 months	240 hours	20 hrs/month
109 – 168 months	264 hours	22 hrs/month
169 – 228 months	288 hours	24 hrs/month
229+ months	312 hours	26 hrs/month

Leave earned during the month cannot be used until the first day of the following month.

- B. For regular part-time employees, all reference to time accrual or usage in the Time Management Program shall be prorated according to the percentage of full-time equivalency authorized for the position.
- C. During the course of the year, absence from work for any reason other than on-the-job illness or injury covered by Workers' Compensation or paid holiday shall be charged against "earned leave" except as provided in Section IV.B. of this policy. Earned leave shall accrue whenever an employee is on paid status with the County. Employees do not accrue earned leave when on leave without pay.
- D. An employee may accumulate earned leave, including the previous vacation balance, if any, to a maximum of twice the annual time management accumulation. On March 31 of each year, any employee credited with time management leave greater than twice the annual accumulation shall forfeit the amount above the maximum accumulation. An employee who has acquired the maximum allowable accumulation of time management leave may continue to accumulate earned leave for the balance of the year in which the maximum accrual was reached, provided that the employee take sufficient leave to reduce the accumulation to the maximum allowable prior to the following March 31 or forfeit the excess.
- E. Upon an employee's termination, all of the employee's earned time management leave (including vacation rollover, if any) shall be paid to the employee at the current rate of pay.
- F. In the event of an employee's death, all earned time management leave shall be paid to the employee's designated beneficiary at the current rate of pay.
- G. During the first five years of employment, employees shall be required to take a minimum of one (1) week of earned time management leave per year. Thereafter, employees shall be required to take a minimum of two (2) weeks of earned time management leave per year.
- H. Employees shall, whenever possible, request time off in advance. Use of such time management leave must be scheduled between the employee and his or her supervisor or designee. When an employee is sick or an emergency requires his/her presence elsewhere, the employee must notify the supervisor as soon as possible.

- I. After one (1) year of continuous employment, employees may request to convert up to forty (40) hours of accrued time management leave to cash on an annual basis. To be eligible, an employee must maintain a minimum balance of one (1) year's time management accrual and must have used the minimum time management leave specified in Section G. A request for conversion of annual time management leave to cash must be approved by the Department Head subject to budget restrictions and is allowed once each fiscal year. The request must be made prior to April 15th and will be included in the employee's April paycheck. The Personnel Department will distribute request forms no later than the first week of April.
- J. During the last three (3) years prior to retirement, employees may sell up to eighty (80) hours each calendar year of their time management leave accrual at the current rate of pay. Extensions of an employee's scheduled retirement date notwithstanding, no employee will be entitled to this option in more than three (3) years. This paragraph is not subject to any of the limitations expressed in Section I of this policy.

IV. PRIOR SICK LEAVE ACCUMULATION

An employee's existing sick leave accrual at the time of transferring into the Time Management Program will be preserved in a separate sick leave bank. No additional sick leave will be earned. Existing sick leave will be treated in the following manner:

- A. No compensation for accrued sick leave shall be provided for any employee for any reason, except that one-half of the employee's accrued sick leave bank shall be paid to the employee or his/her beneficiary upon death or permanent total disability.
- B. Employees will be allowed to convert up to one hundred (100) hours of existing sick leave to time management leave on a two-for-one basis. (100 hours of sick leave will convert to 50 hours of time management leave).
- C. Existing sick leave (banked sick leave) may be used by employees only after the employee has been absent from work for at least the equivalent of three (3) entire work days due to the same illness or injury for qualifying sick leave utilization per the Personnel Rules. The equivalent of the first three (3) days will be either deducted from accrued and unused time management or, if the employee does not have sufficient time management leave, will be deducted from accrued compensatory time or any other paid leave time, or be identified as leave without pay.

APPENDIX "B"

Deschutes County Administrative Policy No. GA-6
Effective Date: April 28, 2008

DUTIES AND RESPONSIBILITIES OF EMPLOYEE BENEFITS ADVISORY POLICY

STATEMENT OF POLICY

It is the policy of the Board of County Commissioners to provide a quality health and welfare insurance benefit program on a consistent basis to all regular county employees and to involve employees in making recommendations regarding such a benefit program by appointing an Employee Benefits Advisory Committee (EBAC).

APPLICABILITY

This policy applies to all regular county employees.

POLICY AND PROCEDURES

The primary responsibility of the EBAC will be to meet with Personnel staff, the agent of record, and insurance representatives, in order to review/evaluate all possible options with regard to employee benefits. The EBAC will make recommendations to the Board of County Commissioners regarding Health and Welfare benefits.

The EBAC will also be a source of advice for the Personnel Department concerning benefit administration.

EBAC MEMBERSHIP

The EBAC will be comprised of the following voting membership:

- 4 Representatives from AFSCME
- 2 Representatives from DCSA
- 1 Representative from 701
- 1 Representative from 9-1-1
- 1 Representative from FOPPO
- 1 Personnel Services Manager
- 1 Risk Manager
- 5 Department Heads, Managers, and/or Elected Officials
- 1 Representative from COIC (Central Oregon Intergovernmental Council)
- 1 Retiree who is a plan participant

The County Administrator will be a non-voting member of the committee. Additional non-voting members may be appointed at the discretion of the committee.

A Chair and Vice Chair will be selected annually by the committee, with one position to be filled by a manager or elected official, and the other will be a non-management representative.

Each represented group will be responsible for filling their respective vacant positions on the committee.

When a vacancy in the non-represented membership of the committee occurs, a call for potential replacements will be issued to all County Department Directors. Interested parties will submit to EBAC a brief summary describing why they wish to fill the position. EBAC will then select a replacement from the pool of eligible candidates and forward the selection to the Board of County Commissioners for ratification.

The Personnel Department will provide staff support to the committee.

MINIMUM MEETING REQUIREMENTS

At a minimum, the EBAC will meet at least eight (8) times per year. Additional meetings may be scheduled at the discretion of the committee. Subcommittees may also be established at the discretion of the committee.

The EBAC may request the removal or replacement of a voting member who is not able to attend two (2) or more consecutive EBAC meetings, or four (4) or more meetings in any twelve-month period.

No vote shall be taken on any recommendation to the Board of Commissioners in an EBAC meeting without a quorum present. A quorum is defined as a majority of the voting members, not including vacant positions.

The meetings will be open to all interested employees. Minutes of each meeting will be kept and in turn distributed to each committee member, the Board of Commissioners, and Department Officials, and will be posted on department bulletin boards and on the County's intranet site. All employees with an e-mail address will receive notice of planned meetings and an electronic copy of the minutes of each meeting.

Approved by the Deschutes County Commissioners, April 28, 2008.

Dave Kanner,

County Administrator