



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: December 6, 2017

Department: Business Services Agenda Planning Date: November 30, 2017 Time required: 30 mins

Audio/Visual aids

Contact: Colleen Coons-Chaffins, Business Services Director Phone: (503) 373-4426

Department Head Signature: [Handwritten Signature]

TITLE: Consider Ratification of FOPPO Collective Bargaining Agreement 2017-2019

Issue, Description & Background: A tentative agreement was reached over the Federation of Parole and Probation Officers Collective Bargaining Agreement (CBA) on November 20, 2017. Members of this Union ratified this CBA on November 28, 2017.

Financial Impacts: (Approximate costs) COLA for 2017 & FY 2018-2019: \$257,902 Longevity: \$38,347 Lump Sum Payment: \$95,832 Health Insurance for CY 2018 & CY 2019: \$105,600 Total 2-yr cost: \$497,681

Impacts to Department & External Agencies: If this CBA is ratified, there will be increased costs in Personnel Services.

Options for Consideration: 1) Reject FOPPO CBA 2) Ratify FOPPO CBA

Recommendation: Recommend ratification of the FOPPO CBA for 2017-2019

List of attachments: FOPPO CBA for 2017-2019 Lump Sum Payment Letter of Agreement (LOA) Sheriff's Office Workers Compensation Wage Continuation LOA

Presenter: Colleen Coons-Chaffins, Business Services Director Jason Myers, Marion County Sheriff

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

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MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

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**FOPPO Collective Bargaining Agreement 2017-2019**  
**Reference Notes**

This collective bargaining agreement (CBA) is a two-year agreement effective through June 30, 2019.

**LIST OF CHANGES**

**Table of Contents:** title changes to Articles 6 and 34

**Article 5 – Holidays, Section 2, page 3:** The board recognizes the need to hire and recruit staff. The board brought forward an amendment to no longer have a six month waiting period for new employees. Personal holidays each calendar year are to be used in accordance with Article 6, Section 4, Scheduling Vacations.

**Section 3 – Commissioners Day, page 3:** memorialized the annually granted day off as given by the Board of Commissioners

- 1 regular work shift
- To be taken between November 15 of each year and January 31 of the following year
- If the FOPPO Collective Bargaining Agreement (CBA) is ratified after November 15, 2017 and before January 31, 2018, current regular employees are granted only 1 Commissioners Day for use within this timeframe

**Article 6 – Vacation Leave, Section 1, page 4:** Section 1 speaks to the accumulation of vacation leave. Again, the board recognizes the value of their employees and the ability to better recruit and retain staff. Increases were made to the accumulated rates for employees in the following years:

- After 6 months of continuous service through **3<sup>rd</sup>** year: **4.000** hours per pay period
- After **3<sup>rd</sup>** year through **5<sup>th</sup>** year: **4.308** hours per pay period
- After **5<sup>th</sup>** year through **10<sup>th</sup>** year: **4.924** hours per pay period

**Section 9 – Sunset of Compensation Credits, page 6:** language clean up

**Article 7 – Sick Leave, Section 4, page 7:** Bereavement leave applies to each immediate family member

**Section 10 – Protected Leave, pages 8-9:** Similar language as MCLEA CBA Article 11 – Protected Leave; and MCJEA CBA Article 8 – Sick Leave, Section 12 – Protected Leave

**FOPPO Collective Bargaining Agreement 2017-2019**  
**Reference Notes**

**Article 9 – Health and Welfare, Section 3, page 11:** County Health Insurance Contributions

- \$1554 for CY 2018
- \$1654 for CY 2019

**Article 10 – Wage Administration, Section 2, pages 13-14:**

**Subsections G and H, pages 13-14:** clean up language

**Subsection K, page 14:** Retitled “Instructor Incentive”

- Clarifying 5% incentive applies to instructor or assistant in survival skills, EPICS, MI, and LSCMI
- Clean up language

**Article 13 – Discipline and Discharge, Section 5, page 16:** Internal Affairs

Complaint Investigation

- Similar to MCLEA’s Article 28 – Discipline and Discharge, Section 5 – Internal Affairs Complaint Investigation: “The County will follow the Professional Standards Manual.”

**Article 14 – General Provisions, Sections 6-7, pages 20-21:** moved sections to Article 21, Sections 6-7

**Article 21 – Federation Representatives, Section 6-7, page 26:** relocated language from Article 14, Section 6-7

**Article 27 – Salaries, page 29:** 2-year contract

**Section 1 – Wages, page 29:** cost of living adjustments

2% effective December 3, 2017

2.5% effective July 1, 2018

**Section 3 – page 29:**

- Incorporated previous Incentive Pay Letter of Agreement (LOA) to show 4% for advanced DPSST certificate, “Effective January 2016”
- Removed evidence based practice adjustment

**Section 4 – page 29:** Longevity increases similar to MCLEA

- L1 at 2.75% (was 1.75%)
- L2 at 4% (was 3%)
- L3 at 6.5% (was 5%)

**FOPPO Collective Bargaining Agreement 2017-2019**  
**Reference Notes**

**Article 33 – Life of Agreement and Termination, page 33:**

- 2-year agreement
- Effective July 1, 2017 until June 30, 2019
- “Any letters of agreement must be signed by the CAO, department head, human resources or designee, and the designated representatives of FOPPO to be valid.”

**Letters of Agreement (LOA's):**

**Lump Sum Payment LOA**

- One-time lump sum payment of \$60 (gross) per pay period for each FOPPO member
- Lump sum for pay periods starting July 2, 2017 through December 2, 2017; 11 pay periods total
- If both parties ratify new CBA by December 6, 2017, this shall be included on the December 12, 2017 paycheck

**Sheriff's Office Workers Compensation Wage Continuation Letter of Agreement**

- Similar to MCLEA's Workers Compensation Wage Continuation LOA
- Effective January 1, 2018, ending June 30, 2019

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MARION COUNTY

AND

THE FEDERATION OF OREGON  
PAROLE AND PROBATION OFFICERS

EFFECTIVE THROUGH JUNE 30, ~~2017~~2019

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## PREAMBLE

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

The purpose of this agreement is to set forth those agreed to matters pertaining to rates of pay, hours of work, fringe benefits, and other conditions of employment and the establishment of an equitable and peaceful procedure for the resolution of differences concerning administration of the agreement.

### **ARTICLE 1 – RECOGNITION** (CCL)

The county recognizes the Federation as the exclusive bargaining representative for employees of the Marion County Sheriff’s Office in the classifications of Parole and Probation Deputy and Parole and Probation Deputy Trainee who perform adult parole and probation duties. Parole and probation duties are defined as supervising a parole and probation caseload and/or preparing pre-sentence investigations. The term “employee” means any person employed one-half (1/2) or more of the regular full-time work schedule in a regular position and does not include persons holding temporary appointments of six (6) months or less duration, supervisory employees, and confidential employees as defined by the Collective Bargaining Act.

### **ARTICLE 2 – MANAGEMENT’S RIGHTS** (CCL)

Except as may be specifically modified by the terms of this agreement, the Employer retains all rights of management in the direction of its work force. It is recognized that the responsibilities and authority of management are exclusively functions to be exercised by the Employer.

These rights of management shall include, but not be limited to, the following:

- A. The determination of the governmental services to be rendered to the citizens of Marion County.
- B. The determination of the Employer’s financial, budgetary, accounting, and organization policies and procedures.
- C. The right to establish and administer separate personnel and employment benefit rules and policies for non-bargaining unit personnel. The continuous overseeing of personnel policies, procedures, and programs promulgated under any other term of this agreement.
- D. The management and direction of the work force including the right to determine the methods, processes, and manner of performing work; the establishment of new positions and the determination of the duties and qualifications to be assigned or required; and right to hire, promote, demote, transfer, reassign, and retain employees; the right to lay off for lack of work or



funds; the right to abolish positions or reorganize the department; the right to determine shifts, assignments, and schedules of work; the right to purchase, dispose and assign equipment or supplies; the right to formulate, change or modify department rules, regulations, and procedures; the right to take all necessary action to carry out its mission.

### **ARTICLE 3 – HOURS OF WORK** (CCL)

**Section 1.** It is recognized by both parties that employees in the bargaining unit work irregular hours in the performance of their duties. The official workweek shall consist of a seven (7)-day period commencing at 12:01 a.m. each Sunday. The normal workweek is forty (40) hours, falling within the seven (7)-day period. 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.

**Section 2.** Except in the case of an emergency, the Employer shall give the employees two (2) weeks' notice of a change in the employee's work schedule.

**Section 3.** Employees will be on a continuous duty schedule. Meal periods for such employees will be on paid time. Employees on continuous duty are expected to perform work through their paid meal period. Employees may request a non-continuous duty schedule and thereby take an unpaid meal period of up to one (1) hour. Any such request shall be in writing to the employee's supervisor. Any subsequent approval shall be in writing back to the employee.

FOPPO and its members agree to hold the county harmless for any wage and hour claims based upon a continuous duty schedule. Nothing in this section supersedes management's rights as per Article 2, Management's Rights.

### **ARTICLE 4 – ON CALL – CALL-IN** (CCL)

**Section 1.** Employees shall be "on call" and subject to call out during their off-duty periods in response to job emergencies. Employees shall maintain their current telephone numbers with the Employer.

**Section 2.** In instances covered by this article, an employee, when called out with his/her supervisor's approval, shall receive car mileage, both ways, between home and assigned office location at the IRS mileage reimbursement rate, if a county car is unavailable and the employee must use his/her personal automobile.

**Section 3.** The county agrees that when employees are contacted at home as authorized by the supervisor by phone to conduct work or required as an assignment to log on the county computer network from home, they shall be paid a minimum of one-quarter (1/4) hour and paid in one-quarter (1/4) hour increments for all time after the initial one-quarter (1/4) hour.

**Section 4.** Employees, who are assigned to be on-call as duty officers, shall be compensated at the rate of four hundred dollars (\$400.00) for each regularly scheduled workweek of on-call assignment. Assignments as duty officer will be by seniority with the most senior officer being given his/her choice of which week to be duty officer. Sign-up will be on a regular basis per current practice. An officer may also agree to take over another officer's duty officer assignment with notice to management. Time worked by the duty officer, while on duty, will be considered hours worked and compensated at the employee's overtime rate of pay.

## **ARTICLE 5 – HOLIDAYS**

### **Section 1. Legal Holidays.**

The following days are legal holidays to be paid at the regular straight time rate of pay:

New Year's Day  
Martin Luther King's Birthday  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Any other day designated as a legal holiday by either the Governor of the State of Oregon or President of the United States. A one-time observance or memorial must be declared and/or approved by the board of commissioners to qualify under this provision as a legal holiday. Holiday compensation shall equal the number of hours regularly scheduled for the day the holiday falls on ("day for day").

### **Section 2. Personal Holidays.**

Regular employees, ~~who have been employed for a minimum of six (6) consecutive months,~~ are entitled to two personal holidays each calendar year. Such holidays are to be taken during the calendar year in which the holidays are earned and may not be carried forward into the following year. The personal holidays shall be scheduled in accordance with Article 6, Section 4, Scheduling Vacations.

**Section 3. Commissioners Day.** Current regular employees are granted a special Commissioners Day. This day shall be one (1) regular work shift and is to be taken between November 15 of each year and January 31 of the following year. The Commissioners Day shall be scheduled with supervisor approval and in a manner that will provide adequate staff to maintain service.

If this collective bargaining agreement is ratified after November 15, 2017, and before January 31, 2018, current regular employees are granted only one (1) Commissioners Day for use within this timeframe.

**Section 34. Weekend Holidays.**

Whenever a holiday falls on Saturday, the preceding Friday shall be considered to be the holiday. Whenever a holiday falls on Sunday, the following Monday shall be considered to be the holiday.

Employees working on an irregular workweek shall receive the same number of holidays as employees working the regular Monday through Friday workweek. Holidays which occur during paid vacation or sick leave with pay shall not be charged against such leave.

**Section 45. Holiday Pay.**

Work performed on holidays, which fall within the employee’s workweek, shall be considered as overtime work and shall be compensated at the rate of time and one-half in addition to the normal rate of pay. Compensation for holidays will be provided to regular, part-time employees of the Employer whose regular work schedule is equal to one-half or more of the regular full-time work schedule for county personnel, and such compensation will be based on the same proportion as the hours worked are to the total actual work hours in the month in which the holiday occurs. Employees shall not receive payment for work performed on holidays unless such work is authorized by the employee’s supervisor.

Notwithstanding the above, employees who are required to work on a regularly scheduled holiday may, at their option, elect, in lieu of holiday pay provided for in this section, to choose to take another day off within the same workweek with supervisor’s approval.

**ARTICLE 6 – VACATION LEAVE ~~WITH PAY~~**

**Section 1. Vacation Accumulation.**

After having served in the county service for six (6) consecutive full calendar months, full-time employees shall have access to accrued vacation leave. Vacation leave shall be credited as follows:

	Hours per Pay Period
After six months of continuous service through <del>5<sup>th</sup></del> <u>3<sup>rd</sup></u> year	<del>4.039</del> <u>4.000</u>
<u>After 3<sup>rd</sup> year of continuous service through 5<sup>th</sup> year</u>	<u>4.308</u>
After 5 <sup>th</sup> year of continuous service through 10 <sup>th</sup> year	<del>4.907</del> <u>4.924</u>
After 10 <sup>th</sup> year of continuous service through 15 <sup>th</sup> year	5.770
After 15 <sup>th</sup> year of continuous service through 20 <sup>th</sup> year	6.637
After 20 <sup>th</sup> year	7.50

If employees are scheduled on a four-day workweek, vacation accumulation and charges against such accumulation shall be made on an hourly basis.

For the purpose of this article and Articles 7 and 10, a continuous month means service in the employ of the county unbroken by an absence (leave without pay) in excess of ten (10) working days within a calendar month.

**Section 2. Continuous Service.**

Continuous service (for the purpose of determining eligibility for accelerated vacation accumulation rates) shall be service unbroken by separation from the county service, except that time spent by an employee on military leave, parental leave, on an authorized leave of absence with pay, or on a leave without pay resulting from a job-incurred injury shall be included as continuous service. Time spent on other types of authorized leave will not count as part of continuous service except employees returning from such leave or employees who were laid off shall be entitled to credit for service prior to the leave. Non-continuous months, as defined above, shall not be credited as part of continuous service.

**Section 3. Part-time Employees.**

Regular part-time employees shall accrue vacation leave in an amount proportionate to that which would be accrued under regular full-time employment. To be eligible for vacation accrual, a part-time employee must work one-half or more of the regularly scheduled working hours per week for full-time employees.

**Section 4. Scheduling Vacations.**

Subject to the operating requirements of the Employer, employees shall have their choice of vacation time off. If two or more employees request the same period of time and the matter cannot be resolved by agreement of the parties concerned, the employee having the greatest length of service with the Employer shall be granted the time, provided, however, that an employee shall not be given this length of service consideration more than once every two (2) years. Such schedules may be amended by the Employer to meet work emergencies, grant requests of individual employees, or for other good reason.

**Section 5. Accumulation of Vacation Credits.**

Employees shall not accumulate vacation leave in excess of two hundred and fifty (250) hours. Any employee who is about to lose vacation credit because of accrual limitations may, by notifying his/her supervisor five (5) days in advance, absent himself/herself to prevent loss of this time or the sheriff may instead choose to pay the employee for up to forty (40) hours of accrued vacation. Such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay. Any employee who is granted a leave of absence without pay in excess of sixty (60) calendar days shall first be scheduled for any vacation leave and/or exchange time that has accrued to his/her credit before he/she commences leave without pay.

In addition, in the last year of employment prior to retirement, the employee will be able to cash in up to fifty (50) hours of vacation. The employee will be responsible to notify the Employer of intent to retire to exercise this provision. This is a one-time option.

**Section 6. Credits and Terminal Vacation Pay.**

- A. When an employee is transferred to, or appointed to another department of the county, the employee's accumulated vacation credits shall be transferred with the employee to the gaining department.
- B. An employee who terminates during the initial six (6) months of his/her employment shall not be entitled to cash compensation in lieu of vacation leave. If he/she has served six (6) (full calendar) months and is separated from the county service, he/she shall be entitled to cash compensation at the hourly rate he/she is receiving at the time of the separation. In case of death, compensation for accrued vacation leave shall be paid in the same manner that salary due to the decedent is paid.

**Section 7. Utilization of Vacation Leave.**

- A. The parties agree that an employee's vacation accrual is an earned benefit to which the employee is entitled. Therefore, at no time shall accrued vacation time be utilized without specific authorization of the employee unless at the time of death or termination.
- B. In the event of absence for legitimate reasons of illness, an employee may authorize the alternative use of equivalent accumulated vacation upon expiration of sick leave credits accumulated.

**Section 8. Compensation Credits.**

Employees shall receive two (2) normal workweeks of leave, to be taken as leave with pay or, at the employee's option, he/she shall receive compensation for up to two (2) normal workweeks, accrued at the employee's regular rate of pay. The employee must exercise this option with each fiscal year (computations will be based on the employee's salary at the time of request). The benefit cannot be carried forward into the next fiscal year. An employee will not be eligible for this benefit if the employee has not completed his/her probationary period prior to the end of the fiscal year.

An eligible employee may schedule the vacation portion of the benefit one (1) day at a time or as a unit, subject to the approval of the department head. If an eligible employee elects to receive the "pay" benefit, the employee may request such pay in one-week increments.

**Section 9. Sunset of Compensation Credits.**

Effective ~~the date of contract ratification~~ July 1, 2010, newly-hired employees will not receive compensation credits. In lieu of receiving compensation credits, new employees will receive a higher rate of pay generated by rolling the value of the compensation credits (3.84%) into the base rate of pay.

**Section 10. Opting-Out of Compensation Credits.**

Effective July 1, 2010, employees hired before ratification of the contract may make a one-time, permanent election to opt-out of compensation credits provided in Section 8 of this article, in return for the higher salary provided in Section 9 of this article. Once enrolled in this program, an employee may not return to receiving compensation credits and pay at the lower salary schedule.

## **ARTICLE 7 – SICK LEAVE**

### **Section 1. Accumulation.**

Sick leave shall be earned by each full-time employee at the rate of three point six-nine-three (3.693) hours per pay period. Sick leave shall be earned by each part-time employee whose regular work schedule is equal to one-half or more of the regular full-time work schedule for county personnel, and such sick leave will be based on the same proportion as the hours worked are to the total actual work hours in the pay period and may be accumulated without limit.

When an employee is transferred or appointed to another department of the county the employee's accumulated sick leave credit shall be transferred with the employee to the gaining department. If an employee works a four (4) day workweek, charges shall be made on an hourly basis. Sick leave shall not accrue during a non-continuous month as defined in Article 6, Section 1.

### **Section 2. Utilization.**

Employees may utilize their earned sick leave credits when unable to perform their work duties by reason of illness, injury, or pregnancy, necessity for medical or dental care, or by illness in their immediate families. Absence to attend an ill family member shall be limited to the time the employee's presence is actually required. Employees have the obligation to make other arrangements within a reasonable period of time for the attendance upon immediate family members. Sick leave time exceeding five (5) consecutive work days may require evidence that the employee was under a doctor's care. The Employer may require certification of the attending physician or practitioner to substantiate that an illness or injury prevents the employee from working.

### **Section 3. Required Physical Examination.**

Should an employee be required by the Employer to undergo a physical examination, the employee shall do so without a loss of pay or benefit(s) and the Employer shall bear the expense of such examination. The Employer may request from the employee a physician's release of information that relates only to the employee's ability to perform the job.

### **Section 4. Bereavement Leave.**

The amount of authorized bereavement leave shall be the amount required under state and/or federal protected leave laws. The county shall provide for three (3) work days paid bereavement leave for ~~an~~each immediate family member which shall count towards the statutorily mandated leave if he/she qualifies. The remaining bereavement leave approved shall be charged to accumulated leave in accordance with the Marion County Personnel Rules.

### **Section 5. Immediate Family.**

For the purpose of this article, immediate family has the meaning established by protected leave laws and county personnel rules. The sheriff may grant leave under the terms of this article for relationships other than those set forth where exceptional circumstances exist.

**Section 6. Sick Leave Without Pay.**

The sheriff or designee may authorize sick leave without pay not to exceed two (2) years' duration or until the employee's physician releases such employee, whichever comes first. Sick leave without pay shall not be granted until all earned sick leave has been exhausted.

**Section 7. Leave Credit Following Reemployment or Reinstatement.**

An employee who held a regular position and who is reinstated following a hearing, layoff, or an expiration of leave without pay shall have sick leave credits accrued during the previous employment restored. An employee who is reappointed within twelve (12) months after voluntary separation shall have previously accumulated sick leave credits restored.

**Section 8. Notification.**

Any employee who is ill and unable to report to work shall make a reasonable effort to notify his/her immediate supervisor within one (1) hour of reporting time. In case of a continuing illness, the employee shall keep the immediate supervisor advised of the employee's inability to report to work.

**Section 9. Separation.**

Paid sick leave is provided as a form of insurance against loss of income due to off-the-job illness or injury and no compensation for accrued sick leave, with the exception provided in Article 9, Section 5, shall be allowed for any employee separating from the county service.

**Section 10. ~~Family Medical Protected Leave.~~**

~~Employees who meet statutory qualification criteria may be eligible for leave under either federal Family Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA) for a period not to exceed twelve (12) weeks. FMLA leave also counts as OFLA leave and reduces benefits simultaneously, as specified by law. The employee may use accrued leave as outlined in the county's Family Medical Leave policy. Any conflicts in the administration or interpretation of the provisions under either law shall first be resolved by the application of the appropriate federal and/or state statute.~~

Protected leave is available for qualifying employees in the form of family, medical, domestic violence, and military leave in conformance with the Family Medical Leave Act (FMLA), Oregon Family Medical Leave Act (OFLA), Oregon Victims of Certain Crimes Leave Act (OVCCLA), and Oregon Military Family Leave Act (OMFLA).

The administration and implementation of these acts will be in accordance with the County policy and procedures.

Any conflicts in the administration or interpretation of the provisions under either law shall first be resolved by the application of the appropriate federal and/or state statute.

**Section 11. Immunization and Testing.**

If, in the conduct of official duties, an employee is exposed to serious communicable diseases which would require immunization or testing, the employee shall be provided immunization against or testing for such communicable disease without cost to the employee where immunization may prevent such disease from occurring. The employee shall be granted accrued sick leave with pay for immunization or testing.

**Section 12. Abuse of Sick Leave.**

Proven abuse of sick leave shall be cause for disciplinary action.

**ARTICLE 8 – OTHER LEAVES** (CCL)

**Section 1. Other Leaves of Absence With Pay.**

- A. An employee holding a position in the county shall be granted a leave of absence with pay for:
  - 1. Service with jury; or
  - 2. Appearance before a court, legislative committee, or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority in connection with the employee’s official assigned duties, other authorized duties in connection with county business, or as a result of his/her job-related client contact(s).
  - 3. The employee shall tender to the county any jury duty or witness pay. Employees who are excused from jury or court appearance before the end of their workday shall immediately report their availability for assignment to their supervisor.
  
- B. Non-job related appearance before a court, legislative committee or judicial or quasi-judicial body, as a witness in response to a subpoena or other direction by proper authority not to exceed a full workday. In such instance, the employee may use their paid leave time, excluding the use of sick leave, or they may take leave without pay.

**Section 2. Other Leave of Absence Without Pay.**

Prior to the expiration of all accrued leave, except sick leave, the employee may request, in writing, a non-paid absence (leave without pay, LWOP). In instances where the work will not be seriously handicapped by the temporary absence of an employee the department head may authorize such leave up to a maximum of one (1) year.



An employee on such authorized leave of absence shall not be considered to be on the payroll of the county during the period of the leave. Such leave will not be approved for an employee who is accepting employment outside the county service. Any employee who is granted a leave of absence without pay shall first be scheduled for any type of vacation leave that has accrued to his/her credit before the employee is placed on leave without pay.

**Section 3. Workers' Compensation.**

The employee is covered by workers' compensation, either insured or self-insured, under the county workers' compensation program. The employee may utilize accrued leave in accordance with the Injured Worker Policy to augment any benefits paid under the workers' compensation program, not to exceed the gross pay at the time of injury. Upon returning to work, the employee will be paid at the rate, which includes all merit and cost-of-living increases, which would have been granted during the time off work as a result of the on-the-job injury.

**Section 4. Military and Peace Corps Leave.**

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

**Section 5. Failure to Return From Leave.**

Any employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned his/her position with the Employer and his/her position shall thereupon be declared vacated except and unless the employee, prior to the expiration of his/her leave of absence, has furnished evidence that he/she is unable to return to work by reason of sickness, physical disability, or other legitimate reasons beyond his/her control. Such leave shall not exceed a total duration authorized.

**ARTICLE 9 – HEALTH AND WELFARE**

**Section 1. Marion County Benefit Plan.**

A. Definition:

The Marion County Benefit Plan includes:

1. The Marion County Health Plan, which includes any health plan approved by the Plan Sponsor;
2. The Marion County Dental Plan;
3. The Marion County Vision Plan;
4. The Marion County Life Insurance Plan; and
5. The Marion County Long-Term Disability Plan;

as established and modified through the county's Health Insurance Study Committee process and approved by the Marion County Board of Commissioners. Marion County shall, within the maximum

contribution provided by the county, attempt to provide the best value, most effective health, dental and vision benefits available for employees and their families.

B. County Contribution for Life Insurance and Long-Term Disability:

The county agrees to pay the full premium for life insurance equal to the employee's base annual salary and long-term disability benefits for each eligible employee.

C. Employees will be allowed to use a Section 125 plan for medical, dependent and transportation expenses as allowed by law.

D. Employees shall be eligible for coverage under the Marion County Benefit Plan, subject to plan provisions.

**Section 2. Optional Insurance Benefits.**

Employees desiring to participate in other optional insurance programs currently authorized by the board may do so at their expense with payroll withholding. Employees on a non-paid leave status must make their own arrangements with the county's payroll department to continue insurance benefits at their own expense, subject to the contract terms and conditions between the county and the insurance carriers.

**Section 3. County Health Insurance Contributions.**

For the health, vision and dental benefit package:

~~Starting January 2015, the maximum county contribution shall be one thousand four hundred fifty-four dollars (\$1,454) per employee, per month or any higher amount provided to the Marion County Employees Association unit. If the cost of renewing the current plans exceeds five percent (5%) of the Employer contribution, the parties will reopen Article 9 for negotiations. In addition, each party may reopen one (1) non-economic language item.~~

~~A. The Employer agrees to contribute up to one thousand five hundred fifty-four dollars (\$1,554) per employee, per month, for health, dental and vision benefits for the benefit plan year January 1, 2018, to December 31, 2018.~~

~~B. The Employer agrees to contribute up to one thousand six hundred fifty-four dollars (\$1,654) per employee, per month, for health, dental and vision benefits for the benefit plan year January 1, 2019, to December 31, 2019.~~

**Section 4. Employee Participation.**

Employees who desire to participate in other optional insurance programs currently authorized by the board may do so at their expense on payroll withholding.

**Section 5. Deferred Compensation.**

The Employer agrees to permit payroll withholding for employee's participation in the Marion County deferred compensation program.

**Section 6. Health Insurance Study Committee.**

- A. Purpose: The purpose and function of the committee shall be as follows:
1. To provide plan design recommendations for health, dental and vision plans within the county contribution level as closely as possible;
  2. To provide plan design recommendations that provide incentives for employees to be cost-effective health, dental and vision benefit consumers;
  3. To explore a variety of options and plan designs available at rates within the county contribution level as closely as possible;
  4. To develop recommendations for incentives for employees and families to participate in wellness activities and maintain healthy lifestyles; and
  5. To develop recommendations to provide health, dental, vision, and wellness communications to county employees and their families to encourage them to be effective consumers.
  6. The committee will try to reach a consensus on recommendations for medical, vision and dental plan designs. If unable to reach a consensus, the committee will, by three-fourths vote, reach agreement on recommendations. If unable to reach agreement by consensus or vote, the business services director will provide recommendations to the board of commissioners for adoption by October 1st of the calendar year preceding the benefit plan year.
- B. Committee: The committee shall be composed of equal numbers of representatives of labor and management. The Federation President shall designate a representative to serve on the committee.
- C. Meetings: Meetings shall be held at least quarterly. Employees shall be allowed work release time to attend such meetings, but no overtime shall be paid for attending such meetings.

**ARTICLE 10 – WAGE ADMINISTRATION**

**Section 1. Compensation Plan.**

The Employer has hereto adopted a compensation plan under which employees covered by this agreement have and shall continue to be compensated. A copy of that plan is available on the Marion County intranet.

## **Section 2. Administration of Compensation Plan.**

- A. **Rates of Pay.** Each employee shall be paid at one of the rates in the salary range for the class in which he/she is employed.
- B. **Entrance Salary.** An employee shall be appointed (or reinstated) at the entrance rate for the class unless otherwise provided in the agreement or by statute.
- C. **Salary Increases.** Salary increases shall be based on the “meets expectations” standard as defined in the Personnel Rules. Employees shall be eligible for in-range merit salary increases on their established anniversary dates until such time as the top step of the salary range is attained. The eligibility date for the purpose of this section shall be the date upon which the employee is granted his/her first in-range merit increase to the second step of his/her salary range. This eligibility date may be changed as a result of the timing of future in-range merit increases, promotions, or reclassifications.
- D. **Eligibility for Salary Increase.** A new employee shall be advanced to the second step of the salary range for his/her classification after six (6) full continuous months of satisfactory service in his/her class. In those cases where a new employee is appointed above the minimum step of the salary range for his/her classification, his/her eligibility for advancement to the next step shall be the same as though he/she were appointed at the minimum step, unless otherwise ordered by the board. Thereafter, eligibility for advancement to each succeeding step of the salary range shall be after each additional year of satisfactory continuous service at the preceding step.
- E. **Demotion.** If an employee is demoted or reclassified to a position in a classification with a lower salary range for reasons which do not reflect discredit on his/her employment record, his/her salary rate shall remain the same if the salary rate is within the salary range of the lower classification. If the employee’s salary rate is higher than the maximum salary provided in the demoted or reclassified salary range, then the employee shall receive the highest rate provided for the lower classification salary range. Demotion for cause should ordinarily result in a corresponding reduction in salary.
- F. **Transfers.** When the county transfers an employee to another position in the same classification with the same salary range, the rate of pay remains the same. Such employee shall retain the established eligibility date for salary increases.
- G. **Acting in Capacity.** Any employee designated as acting in a capacity of a position in a classification higher than the employee’s regular classification shall receive a five percent (5%) increase to his/her regular pay or the minimum step of the higher range, whichever is greater, for actual hours worked in the higher classification. Any such assignment shall be with the approval of the employee.

- H. Bilingual Skills. Any employee, who is fluent in Spanish, Russian and/or American Sign Language, and is required to use that language while on duty, shall receive a five percent (5%) differential to his/her regular pay for all hours worked. “Fluent” shall be established by using the standards established by human resources.
- I. Field Training Officer Pay. When an employee is authorized by management to train other office employees or to conduct a training program as related to obtaining and/or retaining DPSST certification, the employee shall receive a five percent (5%) differential for all hours spent training and performing training related functions.

To be eligible to serve as an FTO, employees must have an intermediate certification.

- J. SWAT and TNT Incentive. Employees responding as members of the office on the SWAT or TNT Team(s) shall receive a five percent (5%) differential to their regular pay on an hour-for-hour basis for all time spent on the callout.
- K. Survival Skills-Instructor Incentive. When an employee is authorized by management to act as a survival skills instructor or assistant in subjects such as survival skills, EPICS, MI, and LSCMI, he/she shall receive an additional five percent (5%) differential to his/her regular pay in wages for the following: preparation of up to one (1) hour of preparation time per training and hour for hour time for teaching or assisting in the teaching of survival skills classes.

## **ARTICLE 11 – TRAVEL ALLOWANCES** (CCL)

### **Section 1. Cost of Out-of-State Transportation.**

The sheriff or designee must approve all out-of-state travel in advance. Only travel for which funds are available may be approved. Written requests for authorization of out-of-state travel must be submitted fifteen (15) days prior to the proposed travel. Requests submitted less than fifteen (15) days in advance must be accompanied by an explanation of the emergency.

### **Section 2. Cost of Lodging, Meals and Other Travel Allowances.**

The county shall reimburse the actual cost of lodging, meals, and other related transportation expenses on an actual cost basis. Except in the case of an emergency, the employee shall receive prior approval for all anticipated expenses. Receipts shall be submitted with claims for reimbursement for air, train or bus travel, and reimbursement for private automobile transportation. Travel arrangements will be made by the county and paid directly. Where employees elect to drive private automobiles in lieu of plane or train transportation, reimbursement will not exceed the best available daytime airfare on the day air travel would normally be booked. The Employer reserves the right to deny expense claims for such things as personal gifts, alcohol, entertainment, or excessive expenses.

### **Section 3. Mileage Reimbursement.**

Upon prior approval by the supervisor, mileage reimbursement for the use of private vehicles shall be at the current standard IRS mileage rate for business use of an automobile. Mileage shall be computed from the vehicle odometer reading. Business use of a personal automobile does not include miles an employee may incur commuting.

**Section 4. Meal Requirements for Reimbursement.**

Reimbursement for meals shall only be provided for meals outside Marion County while on county business and shall be the actual cost of each meal, according to Section 2 of this article.

**Section 5. Expense Reimbursement.**

Reimbursement for expenses will be paid upon reimbursement request, which must be submitted within ninety (90) days of the expense.

**ARTICLE 12 – HEALTH AND SAFETY REGULATIONS** (CCL)

**Section 1.** The Employer agrees to abide by and maintain in its facilities and work operations standards of safety and health in accordance with the Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991).

**Section 2.** Employees may refuse to operate any equipment or ride in or on any vehicle they believe is unsafe until the equipment has been mutually inspected and/or corrected by the employee and his/her immediate supervisor and/or qualified person. If after such inspection the equipment is determined by the supervisor and/or other qualified person to be safe, the employee may not refuse to operate the equipment. Employees shall report to their supervisor all other unsafe conditions when the employee knows of such conditions.

**Section 3.** Employees shall not be disciplined for refusal to operate believed unsafe equipment nor shall refusal to operate such equipment be construed as insubordination until Section 2 has been complied with unless an emergency situation exists.

**Section 4.** The Employer shall provide or shall pay the cost of CPR training and first aid training for all bargaining unit employees.

**ARTICLE 13 – DISCIPLINE AND DISCHARGE**

**Section 1. Discipline.**

It is the policy of the Employer that disciplinary measures shall be for the purpose of achieving “corrective employee conduct.” Disciplinary action may be imposed only for just cause using the principles of progressive discipline, and as provided by county policy (where not inconsistent with this article).

**Section 2.** Disciplinary actions or measures (oral reprimand, written reprimand, demotion, reduction in pay, suspension, or termination) shall be processed through the normal grievance procedure as set forth in Article 15.

**Section 3. Kinds of Disciplinary Actions:**

- A. **Oral Reprimand.** An oral reprimand is verbal notification of discipline resulting from specified activities or conduct inappropriate for the workplace.
- B. **Written Reprimand.** A written reprimand is a written notification of discipline used to place an employee on official notice that failure to take corrective action will result in a more severe form of action.
- C. **Suspension Without Pay.** Suspensions are a commonly used form of discipline when oral and written reprimands have not achieved the desired results; however, it can be used sooner if the employee's misconduct is of such severity that an immediate suspension is required. The supervisor, with the approval of the appointing power, may suspend an employee for disciplinary reasons for a period not to exceed thirty (30) days at any one time by notifying the employee and stating the reason(s) for the suspension in writing. Service credits may not be acquired by an employee during the period of suspension regardless of the length of suspension.
- D. **Demotions.** Demotions, both in pay and to a lower classification, may be used as a form of discipline when other disciplinary steps have been used (i.e., oral reprimand, written reprimand) but discharge is not warranted, or when the appointing power believes that the employee has the potential for corrective conduct. Such action shall not cause the displacement of another employee.
- E. **Dismissal.** An appointing power may dismiss, for just cause, any regular employee under the appointing power's jurisdiction. The Employer may omit steps of progressive discipline only if the employee's misconduct is of such severity that an immediate dismissal action is required. In carrying out such actions, the appointing power should consult human resources.

**Section 4. Work Plan.**

If there is evidence to show that the performance was unsatisfactory, the sheriff or designee agrees to verbally discuss the problems with the employee, thus affording the employee an opportunity to correct the situation. The Employer shall discuss the performance issue with an employee in a setting, which is devoid of harassment. Any work improvement plan, which may be utilized, will be consistent with the performance issues, as objective as possible, with behavioral measurements identified and may be a precursor to discipline when appropriate. The employee shall continue to be held accountable for all job expectations while the work improvement plan is in effect.

**Section 5. Complaint Investigation.** The County will follow the Professional Standards Manual.

- A. The sheriff or designee may investigate a complaint against an employee when the complaint is not of a criminal nature but concerns a violation of rules, policy or procedure. Not all complaints will be investigated and the sheriff or designee may make inquiries before investigating the complaint. The sheriff or designee shall notify the employee of the allegations and information sufficient to understand the nature of the allegations within fifteen (15) days of the decision to investigate the complaint. The employee shall receive a copy of the complaint or allegations with citation to policies that may be implicated to the extent practical. The employee shall be given an opportunity to provide information he/she deems relevant.
- B. If the employee has reason to believe that such a discussion might adversely affect his/her employment, he/she shall have the right to have a representative of his/her choice present.
- C. If the sheriff chooses to remove the accused employee from his/her work assignment during the investigation, the employee may be assigned duties not related to his/her normal work or be stationed at home.
- D. If the charges are substantiated and disciplinary action is necessary, copies of all written reports, statements, and the results of the investigation shall be provided to the employee and his/her representative. The specific policy or policies applicable to the conduct will be substantiated.
- E. If the charges are unfounded, not sustained or exonerated, notice shall be given to the employee within seven (7) days of the decision. Documents related to such charges shall not be placed in the employee's personnel file(s).
- F. Prior to being interviewed regarding an internal affairs investigation or allegations of a complaint for any reason, which could lead to disciplinary action:
  - 1. An employee shall be informed of the nature of the investigation or allegations of the complaint whether he/she is a witness or a subject, if and when known; and, if a subject, be informed and be given copies of any other information necessary to reasonably apprise him/her of the nature of the allegations of the complaint, unless to do so would jeopardize the credibility of the investigation.
  - 2. An employee shall be afforded an opportunity and facilities to contact and consult privately with a representative of the Federation.
  - 3. Whenever delay in conducting the interview will not jeopardize the successful accomplishment of the investigation or when criminal culpability is not at issue, advance notice shall be given the employee not less than twenty-four (24) hours before the initial interview commences.
  - 4. An employee shall be provided copies of any prior interviews the employee may have given during the current internal affairs investigation.



- G. During any non-criminal investigation, which is an internal affairs interview, the representative of the employee shall be allowed to counsel the employee during the course of the interview. However, the representative shall not be disruptive of the interview. Also, the employee shall be allowed to take reasonable breaks during the course of the interview.
- H. Administrative Leave. At the discretion of the sheriff, an employee may be placed on administrative leave with pay pending the investigation of possible discipline or complaint.

**Section 6. Pre-Disciplinary Notice.**

When the sheriff determines there is just cause to discipline an employee, the division commander or designee shall give the employee an opportunity to review and respond to the charges before the effective date of the disciplinary action.

For discipline involving an oral or written reprimand, the supervisor will meet with the employee and their representative to review the charges and the discipline to be imposed.

For discipline involving economic impacts (suspension, demotion) the office will provide written notice containing:

- A. A statement of alleged improper conduct, inadequate performance, or other cause for discipline engaged in by the employee;
- B. A statement of the disciplinary sanction being considered.

The notice shall be delivered a minimum of two (2) scheduled work days which can be increased to five (5) scheduled work days upon request by the employee or the Federation.

If no disciplinary action is taken, all documents pertaining to the allegation(s) shall be removed from the employee's personnel file. This section shall not apply to oral reprimands.

**Section 7. Pre-Dismissal Notice.**

When the office believes just cause for dismissal exists, the sheriff shall give the employee, whose dismissal is under consideration, written notice containing:

- A. A statement of alleged improper conduct, inadequate performance, or other cause for discipline engaged in by the employee;
- B. A statement that dismissal is being considered as a possible sanction to the stated alleged improper conduct, inadequate performance, or other cause; and
- C. A statement of the time (a minimum of two (2) scheduled work days which can be increased to five (5) scheduled work days upon request for extension by the employee or the Federation)

within which the employee may choose to respond to the statement of cause and the statement of discipline under consideration.

### **Section 8. Economic Impacting Discipline Hearing.**

- A. The employee (or a FOPPO representative acting for the employee) may request and shall be granted a pre-disciplinary hearing at which he/she (or a FOPPO representative acting for the employee) shall be afforded the opportunity to refute such charges or present mitigating circumstances to the sheriff or his/her designee. The hearing shall take place within twenty (20) working days of the receipt of the pre-disciplinary notice and the employee shall be permitted to have an official representative present. This time frame may be waived by written mutual agreement of both parties.
- B. The office may place an employee on paid or unpaid investigative leave during the time given an employee to respond to a notice that dismissal is under consideration if the office believes the good of the service requires that the employee should be temporarily separated from his/her assignment.
- C. After the pre-disciplinary hearing or after the allotted time period in Section 5C above, if the affected employee chooses not to participate in a pre-disciplinary hearing, the office shall make a final determination of what discipline, if any, is appropriate. The effective date of the disciplinary action(s), for the purpose of appeal, shall be the date upon which the final determination is made.

If the employee is not disciplined, all documents pertaining to the allegation(s) shall be removed from the employee's personnel file.

If the employee is disciplined, all documents pertaining to unproven or mitigated allegations shall be removed from the employee's personnel file. If there is a disagreement between the sheriff and the employee regarding unproven or mitigated charges, the matter shall be referred to the human resources for resolution pursuant to Article 22 – Personnel File, Section 4.

### **Section 9. Administration of Discipline.**

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

## **ARTICLE 14 – GENERAL PROVISIONS**

### **Section 1. Non-Discrimination.**

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, creed, sex, physical or mental handicap, national origin, sexual orientation, Federation membership, or political affiliation.

### **Section 2. Federation Activities.**

Federation activities shall be conducted in a manner which will not interfere with the effectiveness and efficiency of the Employer's operation in serving and carrying out its responsibility to the public. There shall be no soliciting of employees for Federation membership during working hours when such soliciting would interfere with the performance of an employee's duties.

### **Section 3. Bulletin Boards.**

The Employer agrees to authorize the use of bulletin board space in convenient places to be used by the Federation in communicating with employees. The Federation shall limit its posting of notices and bulletins to such bulletin boards and contents of such notices and bulletins shall be limited to the posting of factual information as it relates to employees and the business of the Federation. Such posting shall not be of a public political nature.

### **Section 4. Meetings.**

Meetings between the Employer and the Federation may be held, if practicable, during regular working hours, on the premises of the Employer and without loss of pay to authorized participating employees. The number of participating employees representing the Federation, exclusive of any aggrieved employee, shall be limited to two (2) without loss of pay.

### **Section 5. Negotiations.**

Negotiations between the parties shall be conducted during normal working hours on the premises of the Employer unless otherwise mutually agreed. The Federation's bargaining committee shall be limited to three (3) members of the Federation who shall participate in negotiations without loss of pay.

### **Section 6. Federation Representatives.**

~~A. The Employer agrees that accredited representatives of the Federation, upon reasonable and proper introduction and notice, shall have reasonable access to the premises and may request access to appropriate records and files of the Employer during working hours to conduct business with the Employer within the scope of employment relations.~~

~~B. The Federation representatives shall have reasonable access to employees. Employees shall have the right to consult with their official representatives concerning orientation and counseling regarding individual employment related problems provided such activity should not interfere with the regular work routine.~~

~~C. Authorized Federation representatives, accompanied by or with the consent of the concerned employee, shall have access to supervisory personnel on matters concerning that employee as scheduled by the Employer in a timely manner.~~

~~**Section 7. Federation Business Leaves.**~~

~~Upon fourteen (14) days' advance notice by the Federation, State Federation officers shall, subject to the operating requirements of the department, be granted leaves without pay for a reasonable period of time not to exceed four (4) continuous working days, and not to exceed a total of ten (10) working days, in any given calendar year for the purpose of conducting Federation business which takes them away from their employment.~~

**Section 86. Use of Building Facilities.**

The Federation or committees of the Federation shall be allowed the use of the facilities of the Employer for meetings when the facilities are available and the meetings would not conflict with the business of the Employer.

**Section 97.** The parties recognize the Marion County Drug and Alcohol Use and Testing Policy, however bargaining unit employees will not be subject to any blood test without consent. Employees will be given the reasonable opportunity to consult with his/her labor representative or attorney prior to any blood test. In the event an employee is unconscious and unable to provide consent, a blood draw may be taken at a medical facility for the preservation of the sample. Use of such sample is still subject to consent or other lawful means.

**ARTICLE 15 – GRIEVANCE AND ARBITRATION PROCEDURE** (CCL)

**Section 1.** Any grievance or dispute that may arise between the parties with regard to the application, meaning, or interpretation of this agreement shall be settled in the following manner:

**STEP 1:**

Should an employee believe that his/her rights under this agreement have been violated, the matter shall be reported by the employee to his/her appropriate Federation representative. The employee, together with his/her Federation representative shall, within fifteen (15) working days of the date of such grievance or knowledge thereof, report the matter in writing to the division commander. The written grievance shall include:

- A. The name and position of the employee by or on whose behalf the grievance is brought.
- B. The date of the circumstances giving rise to the grievance and the date of the employee's first knowledge thereof, if later.
- C. A clear and concise statement of the grievance including the relevant facts necessary to a full and objective understanding of the employee's position.

- D. The specific provision or provisions of this agreement alleged to control the proper resolution of the grievance.
- E. The remedy or relief sought by the employee.
- F. The signature of the person submitting the grievance and such person's name and position if other than the aggrieved employee.

Within ten (10) working days after receipt of such report, the division commander shall attempt to resolve the matter and submit his/her answer, in writing, to the employee and his/her Federation representative.

Grievances arising from suspension, demotion, reduction in pay, or termination are subject to Article 15, Step 2.

**STEP 2:**

If the grievance has not been settled, it must be presented, in writing, by the Federation representative to the sheriff or undersheriff within seven (7) working days after the supervisor's response is due. The sheriff or undersheriff shall respond to the Federation representative, in writing, within seven (7) working days.

**Section 2. Arbitration.**

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Federation within five (5) days after notice has been given. If the parties fail to select an arbitrator, the State Employment Relations Board shall be requested by either or both parties to provide a panel of seven (7) arbitrators. A flip of the coin shall determine which party shall strike first. Both the Employer and the Federation shall have the right to strike three (3) names. The remaining name on the list shall be the arbitrator.

The arbitrator shall render a decision no later than thirty (30) days after the conclusion of the final hearing. The arbitrator shall not add to, subtract from, modify, or alter the terms or provisions of this agreement. The power of the arbitrator shall be limited to interpreting this agreement and determining if it has been violated and to resolve the grievance within the terms of this agreement.

The decision of the arbitrator shall be binding on both parties. The costs 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 3.** Any or all time limits and steps specified in the grievance procedure may be waived by mutual consent of the parties.

**Section 4.** Once a bargaining unit member files a grievance, the employee shall not be required to discuss the subject matter of the grievance without the presence of a Federation representative.

**Section 5.** A grievance involving a suspension or discharge shall be instituted at Step 2 with the sheriff or undersheriff within fifteen (15) working days from the date of the suspension or discharge.

## **ARTICLE 16 – LAYOFF (CCL)**

**Section 1.** A layoff is defined as a separation from the service of the county for involuntary reasons, not reflecting discredit on an employee. The Employer may lay off an employee when the Employer determines it necessary to abolish a position, to make material change in duties or to change an organizational unit, or when a shortage of funds or work exists. No temporary or permanent separation of an employee from the service of the county, as a penalty or disciplinary action shall be considered a layoff. Prior to any notice of layoff, the Employer and the Federation agree to meet to determine if any alternatives exist to layoff.

**Section 2.** For employees hired into a FOPPO represented position before July 29, 2009, layoff order shall be determined based on continuous service. Continuous service shall be defined as service (inclusive of service in other county departments and service time transferred from the State) unbroken by separation from the county service, other than time spent by an employee on military leave, on an authorized leave of absence with pay, parental leave or on a leave without pay resulting from a job incurred injury.

For employees hired into a FOPPO represented position on or after July 29, 2009, layoff order shall be determined based on bargaining unit seniority (inclusive of service time transferred from the state) unbroken by separation from service within the bargaining unit. Bargaining unit seniority shall not include time spent in other county departments or bargaining units.

**Section 3.** For the purpose of this article, the parole and probation deputy is the only classification.

**Section 4.** A layoff of employees shall be made in inverse order of the continuous service date or bargaining unit seniority as defined in Section 2 of this article in the classification; provided, that Deputy Sheriff Parole and Probation Trainees, less than half-time employees and temporary employees performing Parole and Probation duties will be laid off first. At no time shall the exercising of these rights allow a lower pay range employee to displace a higher pay range employee. The employee exercising this provision will assume the hours of work of the laid off employee.

### **Section 5. Tie-Breaker.**

In the event that two or more employees scheduled for layoff have the same continuous service date and date of hire, the tie shall be broken by lot.

### **Section 6. Notice of Layoff.**

The Employer shall give written notice of a pending layoff to the employees at least fifteen (15) calendar days before the effective date, stating the reasons for the layoff.

**Section 7. Recall.**

- A. Employees who have been laid off or who have displaced another employee shall be placed in order of service credits on the layoff list. Reinstatement shall be offered to those employees on the layoff list for the job classification and pay step from which they were either laid off or from which they displaced another employee in the descending order from top to bottom of service credits possessed at the time of layoff.
- B. The county shall maintain a layoff roster of laid off employees in order of service credits. If recall occurs within one (1) year from the date of layoff, the laid off employee(s) shall be returned to a position in his/her former classification and pay step in reverse order of the layoff or demotion in lieu of layoff. Following one (1) year from the date of layoff, the name of such laid off employee(s) shall be placed on the appropriate register.

Notice of recall shall be made by certified mail. Employees shall be responsible for keeping the county informed of their correct address. Failure to respond to such a recall notice within five (5) calendar days of receipt of the notice shall cause loss of recall eligibility.

**Section 8.** Supervisory employees shall not be permitted to demote in lieu of layoff into a bargaining unit position unless:

- A. The employee is on trial service to the supervisory position; or
- B. A vacancy exists in the bargaining unit and there is no qualified employee on the layoff list for that position.

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

**ARTICLE 17 – OUTSIDE EMPLOYMENT** (CCL)

The sheriff may approve outside employment when such employment does not detract from the efficiency of the employee’s county work, and does not conflict with the interest of Marion County or is not a discredit to the county.

Requests for outside employment shall not be unreasonably withheld.

**ARTICLE 18 – EFFECT OF LAWS, RULES AND REGULATIONS** (CCL)

**Section 1.** This agreement is subject to all existing and future laws of the State of Oregon.

**Section 2.** Prior to planned adoption, the office shall provide the Federation a copy of any new or proposed modification to an existing rule, policy, and/or procedural statement which directly relates to employment relation matters for the purpose of soliciting written comments.

**Section 3.** The office also agrees the Federation shall have the opportunity to request a meeting in lieu of submitting written testimony for the purpose of providing comment or seeking clarification of the intent of the proposed new or modified rule, policy, and/or procedural statement.

**Section 4.** This article shall in no way constitute a waiver of the Federation's right pursuant to ORS Chapter 243, to bargain on new rules, policies and procedures and/or changes in current rules, policies and procedures that are mandatory subjects of negotiations.

**Section 5.** The parties shall be provided all of the rights and benefits extended by the personnel rules in all matters, which are not addressed in this agreement.

**Section 6.** If the county proposes to change an existing practice that is or impacts a mandatory subject of bargaining, it shall give the Federation written notice. Failure to demand to bargain within fourteen (14) calendar days shall constitute a waiver of bargaining, and the county may implement the change, as per ORS 243.698.

## **ARTICLE 19 – SCOPE OF AGREEMENT** (CCL)

This document constitutes the sole and complete agreement between the Federation and the Employer and embodies all the agreed to terms and conditions governing the employment of employees in the negotiating unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, which is or may be subject to negotiation. Any prior written or unwritten commitment or agreement between the Employer and the Federation or any individual employee covered by this agreement is hereby superseded by the terms of this agreement.

## **ARTICLE 20 – SAVINGS CLAUSE** (CCL)

Should any section or portion thereof of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, be in violation of or made illegal through enactment of federal or state law, or upon mutual agreement of the parties, such decision shall apply only to the specific section or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.

## **ARTICLE 21 – FEDERATION REPRESENTATIVES**

**Section 1.** The Federation shall notify the Employer of the employees who act as Federation Representatives.



**Section 2.** Federation Representatives shall be granted reasonable time off during regularly scheduled working hours without loss of pay or other benefit to investigate and process grievances but only to such extent as does not interfere with the work and duties of Federation Representatives or employees. If permitted activities would interfere with either the shop steward's or the employee's duties, the direct supervisor(s) shall, within the next working day, arrange a mutually satisfactory time for requested activities.

**Section 3.** There shall be no reprisal, coercion, intimidation, or discrimination against any Federation Representative for the conduct or the function described herein.

**Section 4.** For the purpose of this section, such Federation Representatives shall be limited to two (2) in number. The Federation shall keep the Employer informed as to the names of employees designated as Federation Representatives by sending a complete list of names to human resources and the sheriff, on an annual basis, of those employees so designated.

**Section 5.** Employees covered by this agreement are at all times entitled to act through a Federation Representative in taking any action or following any procedure under this agreement.

**Section 6. Federation Representatives.**

A. The Employer agrees that accredited representatives of the Federation, upon reasonable and proper introduction and notice, shall have reasonable access to the premises and may request access to appropriate records and files of the Employer during working hours to conduct business with the Employer within the scope of employment relations.

B. The Federation representatives shall have reasonable access to employees. Employees shall have the right to consult with their official representatives concerning orientation and counseling regarding individual employment-related problems provided such activity should not interfere with the regular work routine.

C. Authorized Federation representatives, accompanied by or with the consent of the concerned employee, shall have access to supervisory personnel on matters concerning that employee as scheduled by the Employer in a timely manner.

**Section 7. Federation Business Leaves.**

Upon fourteen (14) days' advance notice by the Federation, state-Federation officers shall, subject to the operating requirements of the department, be granted leaves without pay for a reasonable period of time not to exceed four (4) continuous working days, and not to exceed a total of ten (10) working days, in any given calendar year for the purpose of conducting Federation business which takes them away from their employment.

## **ARTICLE 22 – PERSONNEL FILE** (CCL)

**Section 1.** Human resources shall maintain a personnel file of each employee in the county service. This file shall be the official file of the county and shall contain copies of all official reports, memos, letters, personnel actions, etc., relating to the employee's performance and employment status.

**Section 2.** An employee may inspect the contents of his/her personnel file in human resources upon the employee's oral request to do so. An employee's official representative, with the permission of the employee, may inspect the employee's personnel file.

**Section 3.** No information reflecting critically upon an employee shall be placed in the employee's personnel file that does not bear either the signature or initials of the employee indicating that he/she has been shown the material or notation by the employee's supervisor that the employee has been provided a copy of the material and refuses to sign. A copy of any such material shall be furnished to the employee when it is placed in the personnel file.

**Section 4.** If any employee believes that there is material in the employee's personnel file which is incorrect or derogatory, the employee shall be entitled to prepare, in writing, an explanation or opinion regarding the particular material and this shall be included as part of the personnel file.

If the employee believes that such specific information should be removed entirely from the files, the employee shall first submit a request to the human resources that the material in question be removed. If the matter is still unresolved, the employee may file a grievance.

**Section 5.** Letters of caution, consultation, warning, admonishment, and reprimand shall not be used in any subsequent evaluation or disciplinary proceeding involving the employee three (3) years after they have been placed in the file unless there have been recurrences of a similar nature. After the three (3) year period, and in absence of a recurrence of a similar infraction, such letters shall then be removed from the employee's personnel file at the request of the employee.

## **ARTICLE 23 – PAYDAY** (CCL)

**Section 1.** Employees will be paid biweekly. Paydays will be on Tuesdays except when Tuesday is a holiday, in which case employees normally will receive their paychecks prior to the holiday unless the payday is in the subsequent year.

**Section 2.** The county shall provide for direct bank deposit of regular employees' paychecks if requested by the employee in writing.

## **ARTICLE 24 – TUITION ASSISTANCE** (CCL)

**Section 1.** Tuition aid is defined as full or partial payment or reimbursement for the costs of training sessions, classes, or formal academic course work pursued on a part-time basis either during or after normal working hours.

**Section 2.** When an employee or group of employees is assigned to or encouraged to attend on a part-time basis designated courses whether during or after working hours, the employee shall be reimbursed for the costs of course registration and necessary travel expense. Employees will cooperate in pooling rides when such pooling is available.

**Section 3.** Request for tuition aid shall be submitted to the sheriff for approval or disapproval prior to enrollment by the petitioning employee. Courses shall be for the purpose of the employee's professional growth when such training will also be beneficial to the sheriff's office.

**Section 4.** If approved, tuition aid will be provided for one-half the cost of the course registration fee to employees who successfully complete classes.

**Section 5.** In instances where the work of the sheriff's office will not be seriously handicapped by the leave of absence of an employee, a leave of absence without pay of appropriate duration may be granted by the sheriff upon request. Request for such leave must be in writing. Leave granted under this section will normally not exceed one (1) year.

#### **ARTICLE 25 – BARGAINING UNIT LISTING** (CCL)

**Section 1.** Upon request by the Federation, the Employer shall furnish to the Federation an alphabetical listing of names, class, pay range, date of hire, appointment date, and home address of the employees in the bargaining unit, limited to twice each fiscal year.

**Section 2.** The Employer shall furnish monthly to the Federation a listing of the names and work location assignments of all newly hired employees of the bargaining unit during that period of time.

#### **ARTICLE 26 – COUNTY CARS** (CCL)

**Section 1.** It is recognized by the parties that furnishing of a private car by an employee for the purpose of performing routine work assignments is not a condition of employment. Any use of private cars for the conduct of official business by employees in the bargaining unit will require approval of the sheriff.

**Section 2.** Employees will not be held responsible for fieldwork requiring automobile travel if the sheriff fails to provide adequate use of county automobiles.

## **ARTICLE 27 – SALARIES**

### **Section 1. Wages.**

Effective ~~July 1, 2015~~December 3, 2017, ~~or the first pay period following the ratification or implementation by both parties whichever comes later~~, employees shall receive a two percent (2%) cost of living adjustment.

Effective July 1, ~~2016~~2018, the parties agree to a two and one-half percent (2.5%) cost of living adjustment.

**Section 2.** The county agrees to continue its participation in the PERS and OPSRP pension accounts.

Effective the first full pay period following execution of this agreement by both parties, the Employer shall contribute six percent (6%) of salary to the employee's Individual Account Program (IAP). For the limited purposes of the Internal Revenue Code Section 414(h)(2) and related tax statutes, the employee's contribution to PERS will be picked up by the county as a pre-tax contribution as the term "pick-ups" is used in the Internal Revenue Code.

**Section 3.** Effective ~~July 2015~~January 2016, employees shall receive an incentive pay increase of two and one-half percent (2-1/2%) for an intermediate DPSST certificate and an additional ~~three and one-half~~four percent (~~3-1/2~~4%), six and one-half percent (6.5%) total, for an advanced DPSST certificate. The payment for such increment, as set forth in the pay plan, shall commence on the first full pay period following the date of the certification issuance. The parties shall mutually establish performance standards for those classifications, which the incentive applies and payment of the incentive increment shall continue unless the officer receives an unsatisfactory rating. An employee so disqualified shall resume incentive pay upon receiving a satisfactory rating.

~~Effective on or before January 1, 2016, the county will provide a one percent (1%) evidence-based practice adjustment for the expectation of adhering to evidence-based practices and methodologies adopted by the Marion County Sheriff's Office Parole and Probation services.~~

**Section 4.** Regular employees shall be eligible for Longevity 1 (L1) after being on Step 8 of the current pay range for one (1) full year AND employed with the county for a minimum of ten (10) years. Regular employees shall be eligible for Longevity 2 (L2) after being on Longevity 1 of the current pay range for a full year AND employed with the county for a minimum of fifteen (15) years. Regular employees shall be eligible for Longevity 3 (L3) after being on Longevity 2 of the current pay range for one (1) full year AND employed with the county for a minimum of twenty (20) years.

L1 shall be at ~~1.75~~2.75% of step 8, L2 at ~~3~~4% of step 8, and L3 at ~~5~~6.5% of step 8 for each pay range.

## **ARTICLE 28 – OVERTIME** (CCL)

**Section 1.** An employee, who works beyond 40 hours, will be compensated at a time and one-half (1 ½) rate.

**Section 2.** As defined by Marion County Sheriff's Office policy, employees shall receive permission from their supervisor before working overtime. Employees are encouraged to work with their supervisor to flex their schedule to avoid overtime liability. It is the employee's responsibility to report overtime hours worked to their supervisor.

**Section 3.** Employees will be allowed to accumulate a maximum of seventy-five (75) hours of compensatory time. Overtime hours in excess of the cap shall be paid. This section is subject to renegotiation by either party after one year.

**Section 4. Institutions Division Coverage.**

A qualified employee who covers a shift at the Institutions Division will be compensated overtime at time and one-half (1 ½) for time worked beyond forty (40) hours per week. For this provision only, paid time off during a week he/she works a shift at the Institutions Division shall be considered hours worked for overtime purposes.

**Section 5. Duty Officer.**

After hours worked as assigned duty officer per Article 4, Section 4, will be paid at time and one half (1 ½).

Both parties also agree that planned vacations during the scheduled duty officer work week will not be approved. The county understands that incidental vacation time-off requests (i.e. unexpected events) may occur during the duty officer's work week, and these requests will be considered for approval.

**ARTICLE 29 – PAYROLL DEDUCTION AND FAIR SHARE (CCL)**

**Section 1.** The Employer agrees to deduct the regular Federation membership dues as provided by ORS 292.055. The aggregate deductions of all employees shall be remitted 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. Any discrepancy in the amount remitted to the Federation shall be corrected no later than the 20<sup>th</sup> of the same month. This section shall not apply where circumstances exist beyond the control of the Employer, which cause a delay in meeting the above dates.

**Section 2.** The written request for dues deduction is not terminated when an employee is placed on any type leave, disciplinary removal, or placed on layoff status. The Employer shall deduct Federation dues commencing with the first paycheck following the employee's return to paid status.

**Section 3.** 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 Employer 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 Employer, in writing, when any change in dues occurs.

**Section 4.** The Federation shall indemnify and save the Employer 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 Employer for the purpose of complying with the provisions of this article.

### **ARTICLE 30 – RELIEF COVERAGE** (CCL)

**Section 1.** The Employer shall provide relief coverage during the time an employee is absent from duty to the extent needed in the opinion of the Employer to cover the workload.

**Section 2.** Work assignments, received during the period of absence, shall be completed by the person providing the relief coverage.

### **ARTICLE 31 – DPSST CERTIFICATION** (CCL)

It shall be a condition of employment that all employees receive and retain their basic certification by the Department of Public Safety and Standards Training (DPSST) during their first year of employment. The Employer shall submit all paperwork for employee certification with the DPSST within the first ninety (90) days of the employee's hire and the employee shall receive verification of the paperwork submitted.

The requirement to receive DPSST training within one year may be waived if availability of classes is a factor. In such cases, every effort will be made by the sheriff to place such persons based on class availability.

### **ARTICLE 32 – TRANSFERS** (CCL)

#### **Section 1. Transfer/Notice of Vacancy.**

- A. When there is a vacancy in a job assignment, the Employer will notify the bargaining unit employees via electronic means of the vacancy and any employee may apply for the vacancy.
- B. Selection Process.

1. In filling any such vacancy, serious consideration will be given toward the seniority, preferences and merit evaluations for each employee under consideration.
  2. The Employer agrees to include the FOT team in the selection process to fill a vacancy with the exception of emergency coverage issues or as it applies to this article under Section 3 below. In the event the FOT is unable to reach consensus on the selection, management reserves the right to select the employee.
- C. The Employer will provide fifteen (15) days written notice of a pending transfer.
- D. No bargaining unit employee will be permanently transferred to a position outside of the bargaining unit without his/her consent.
- E. The sheriff's office retains the right to waive the notice provisions whenever a bona fide emergency warrants such action. This notice may also be altered by mutual agreement of the parties.
- F. The provisions shall not apply to countywide vacancies or in those instances when the Employer has made the decision to close the official station or when the Employer is transferring an entire work unit to a different location.

**Section 2.** An exception to the transfer procedure of Section 1 above would be made if medical evidence indicated that an employee could not physically function in a particular post of duty. If this occurred, the Employer could transfer that individual to another post of duty where he/she was certified by a doctor as physically being able to function as a parole and probation officer.

**Section 3. Training Opportunities for Non-FOPPO Represented County Employees.**

- A. County employees not in the bargaining unit may be offered temporary replacement for FOPPO members not to exceed six months while the FOPPO member is on leave. At the time of temporary assignment, the affected employee and FOPPO will be advised of his/her status which will include continuing representation by his/her current bargaining unit.
- B. It is understood that temporary assignments would be offered only to employees who meet the minimum qualifications of the position he/she may be assigned.

**ARTICLE 33 – JOB CLASSIFICATION AND DUTIES** (CCL)

The Employer shall notify the Federation in writing of any proposed change in the duties and responsibilities or classifications of existing positions or creation of any new classification within the Marion County Sheriff's Office affecting parole and probation services and consult with the Federation about such proposals prior to their implementation.

#### **ARTICLE 34 – LIFE OF AGREEMENT AND TERMINATION**

This agreement shall be effective as of July 1, ~~2015~~2017, and remains in full force and effect until June 30, ~~2017~~2019. If either party wishes to renew or modify the agreement as of July 1, ~~2017~~2019, notification of such renewal or modification must be submitted, in writing, to the other party by December 1, ~~2016~~2018. Negotiations shall begin by February 1, ~~2017~~2019. ~~The sheriff and the human resources manager must sign any letters of agreement with the appropriate FOPPO representatives to be valid. Any letters of agreement must be signed by the chief administrative officer, department head, human resources or designee, and the designated representatives of FOPPO to be valid.~~ Any letters of agreement shall be attached and made part of the agreement. Any letters not signed and attached in the following manner shall not be valid.



IN WITNESS WHEREOF, the parties hereto have set their hand this \_\_\_\_\_ day of \_\_\_\_\_ ~~2015~~2017.

MARION COUNTY, OREGON

By: \_\_\_\_\_  
Wendy Bales, FOPPO President

By: \_\_\_\_\_  
Sam Brentano, Chair

By: \_\_\_\_\_  
Janet Carlson, Commissioner

By: \_\_\_\_\_  
Kevin Cameron, Commissioner

By: \_\_\_\_\_  
Jason Myers, Sheriff

By: \_\_\_\_\_  
John Lattimer  
Chief Administrative Officer

By: \_\_\_\_\_  
Colleen Coons-Chaffins  
Business Services Director

# LUMP SUM PAYMENT LETTER OF AGREEMENT

## I. PARTIES

The parties to this agreement are Marion County and the Federation of Parole and Probation Officers (FOPPO, hereinafter "the Union").

## II. PURPOSE OF THE AGREEMENT

Marion County acknowledges the need to provide a one-time lump sum payment to Union employees due to Legislative and bargaining delays.

## III. AGREEMENT

Marion County uses the aggregate method of withholding, where the amount of withholding due is calculated using the employee's current Form W-4 by aggregating the amount of supplement wages with the regular wages paid for the current payroll period, and treating the aggregate as if it were a single wage payment for the regular pay period. The County will follow this method to calculate a lump sum amount for each Union employee for the pay periods starting July 2, 2017, ~~through ending October 21~~December 2, 2017, which is a total of 811 pay periods.

Each member of FOPPO shall receive a one-time lump sum payment of \$60 gross per pay period, based on the calculations and the number of pay periods affected. If the new FOPPO Collective Bargaining Agreement (CBA) is ratified *by both parties* no later than ~~October~~December 6-11, 2017, this one-time agreement shall be ~~effective October 22, 2017~~ included on the December 12, 2017 statement of earnings. Otherwise, the effective date of this agreement shall be the first pay period following ratification by both parties.

## III. CONCLUSION

Any letters of agreement must be signed by the chief administrative officer, department head human resources or designee, and the designated representatives of FOPPO to be valid. This agreement shall not become part of the parties' collective bargaining agreement. This agreement is made without precedent to either party.

FOR THE UNION

FOR THE COUNTY

\_\_\_\_\_  
Wendy Bales, FOPPO President

\_\_\_\_\_  
Jason Myers, Sheriff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Letter of Agreement  
Lump Sum Payment  
Page 2

\_\_\_\_\_  
John Lattimer, Chief Administrative Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Colleen Coons-Chaffins, Business Services Director

\_\_\_\_\_  
Date

# SHERIFF'S OFFICE WORKERS' COMPENSATION WAGE CONTINUATION LETTER OF AGREEMENT

## I. PARTIES

The parties to this agreement are Marion County, by and through the Marion County Sheriff's Office, and the Federation of Parole and Probation Officers (FOPPO, hereinafter the "Union").

## II. PURPOSE OF THE AGREEMENT

The purpose of this agreement is to compensate employees with accepted Workers' Compensation claims for a serious occupational illness or injury as defined herein, sustained in certain situations in the performance of his or her duties.

This agreement is not intended to apply to all workers compensation claims or situations. Marion County provides workers' compensation benefits according to state law and as enhanced in Article 8, Section 3 of the parties' collective bargaining agreement.

## III. AGREEMENT

The Sheriff may initiate or consider a request for wage continuation, and if approved, may authorize compensation of an employee from available funds in the departmental budget for personnel as wage continuation for an on-the-job serious illness or injury where there is an accepted or interim Workers' Compensation claim in an amount equal to the employee's regular pay, including any regular certification incentive pay, bilingual pay, and longevity step that the employee was receiving at the time of the injury. Differentials based on hours worked or potential for overtime are not included in wage continuation pay. This wage continuation provision is subject to the following conditions:

A. The Risk Manager verifies that the employee has an accepted Workers' Compensation claim or interim claim for a serious illness or injury, that per the Workers' Compensation attending physician:

1. is an illness, ~~or~~ mental condition or physical condition that has creates a substantial risk of death or which can ~~causes~~ serious and protracted disfigurement, protracted impairment of mental or physical health or protracted loss or impairment of the function of any bodily organ, and
2. initially prevents the employee from returning to any available position;

B. The serious illness or injury occurred due to a traumatic incident or specific event while in the line of duty:

1. as a result of physical contact with a person or by a dangerous or deadly instrumentality or weapon under circumstances capable of causing death or serious illness or injury; or
- ~~2. under exigent circumstances such as active pursuit or emergency response; or~~
23. under similar traumatic circumstances or events with the Sheriff's and Chief Administrative Officer's (CAO) approval.

C. The date of injury shall be considered a work day and the employee will receive his or her regular pay for the scheduled hours for that day.

D. The three day waiting period in ORS 652.210 shall be charged to the employee's sick leave or other accrued leave, or authorized leave without pay. Following the three day waiting period, the employee may be placed on administrative leave with pay during the period of wage continuation. This time may run in concurrence with the employee's allowed FMLA/OFLA hours.

E. The employee's wage continuation pay will be subject to all standard deductions, such as income tax, union dues, employee benefits, and voluntary deductions, and will be subject to reporting as required or allowed under Federal and State law.

F. While the employee is receiving wage continuation under this agreement, he or she will continue to receive all other County health and welfare benefits he or she was enrolled in at the time of injury unless prohibited by law, rule, regulation or provider contract.

G. Wage continuation under this agreement may be authorized by the Sheriff for a period not to exceed (90) ninety days. Nothing in this agreement changes the employer or employee's obligation to return to work upon the attending physician's release including to a modified duty assignment if available.

H. One extension up to an additional (90) ninety days may be granted by the unanimous agreement of the Chief Administrative Officer and the Sheriff, with recommendation by the Risk Manager. The Risk Manager's recommendation will be based on the attending physician's statement of the current condition and anticipated length of absence or date of return, provided that the prognosis indicates the employee will be reasonably expected to return to work within the ninety day extension.

#### IV. CONCLUSION

This agreement shall become effective no later than January 1, 2018 and ends June 30, 2019. This agreement shall not become part of the parties' collective bargaining agreement. This agreement is made without precedent to either party.

Any employee on an approved wage continuation at the termination of this agreement will be allowed to continue under the provisions and conditions above, including the discretion of the CAO and Sheriff to grant an extension under Section H.

FOR THE UNION

FOR THE COUNTY

\_\_\_\_\_  
Wendy Bales, FOPPO President

\_\_\_\_\_  
Jason Myers, Sheriff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Lattimer, Chief Administrative Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Colleen Coons-Chaffins, Business Services Director

\_\_\_\_\_  
Date

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MARION COUNTY

AND

THE FEDERATION OF OREGON  
PAROLE AND PROBATION OFFICERS

EFFECTIVE THROUGH JUNE 30, 2019

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## **PREAMBLE**

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

The purpose of this agreement is to set forth those agreed to matters pertaining to rates of pay, hours of work, fringe benefits, and other conditions of employment and the establishment of an equitable and peaceful procedure for the resolution of differences concerning administration of the agreement.

### **ARTICLE 1 – RECOGNITION**

The county recognizes the Federation as the exclusive bargaining representative for employees of the Marion County Sheriff’s Office in the classifications of Parole and Probation Deputy and Parole and Probation Deputy Trainee who perform adult parole and probation duties. Parole and probation duties are defined as supervising a parole and probation caseload and/or preparing pre-sentence investigations. The term “employee” means any person employed one-half (1/2) or more of the regular full-time work schedule in a regular position and does not include persons holding temporary appointments of six (6) months or less duration, supervisory employees, and confidential employees as defined by the Collective Bargaining Act.

### **ARTICLE 2 – MANAGEMENT’S RIGHTS**

Except as may be specifically modified by the terms of this agreement, the Employer retains all rights of management in the direction of its work force. It is recognized that the responsibilities and authority of management are exclusively functions to be exercised by the Employer.

These rights of management shall include, but not be limited to, the following:

- A. The determination of the governmental services to be rendered to the citizens of Marion County.
- B. The determination of the Employer’s financial, budgetary, accounting, and organization policies and procedures.
- C. The right to establish and administer separate personnel and employment benefit rules and policies for non-bargaining unit personnel. The continuous overseeing of personnel policies, procedures, and programs promulgated under any other term of this agreement.
- D. The management and direction of the work force including the right to determine the methods, processes, and manner of performing work; the establishment of new positions and the determination of the duties and qualifications to be assigned or required; and right to hire, promote, demote, transfer, reassign, and retain employees; the right to lay off for lack of work or

funds; the right to abolish positions or reorganize the department; the right to determine shifts, assignments, and schedules of work; the right to purchase, dispose and assign equipment or supplies; the right to formulate, change or modify department rules, regulations, and procedures; the right to take all necessary action to carry out its mission.

### **ARTICLE 3 – HOURS OF WORK**

**Section 1.** It is recognized by both parties that employees in the bargaining unit work irregular hours in the performance of their duties. The official workweek shall consist of a seven (7)-day period commencing at 12:01 a.m. each Sunday. The normal workweek is forty (40) hours, falling within the seven (7)-day period. 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.

**Section 2.** Except in the case of an emergency, the Employer shall give the employees two (2) weeks' notice of a change in the employee's work schedule.

**Section 3.** Employees will be on a continuous duty schedule. Meal periods for such employees will be on paid time. Employees on continuous duty are expected to perform work through their paid meal period. Employees may request a non-continuous duty schedule and thereby take an unpaid meal period of up to one (1) hour. Any such request shall be in writing to the employee's supervisor. Any subsequent approval shall be in writing back to the employee.

FOPPO and its members agree to hold the county harmless for any wage and hour claims based upon a continuous duty schedule. Nothing in this section supersedes management's rights as per Article 2, Management's Rights.

### **ARTICLE 4 – ON CALL – CALL-IN**

**Section 1.** Employees shall be "on call" and subject to call out during their off-duty periods in response to job emergencies. Employees shall maintain their current telephone numbers with the Employer.

**Section 2.** In instances covered by this article, an employee, when called out with his/her supervisor's approval, shall receive car mileage, both ways, between home and assigned office location at the IRS mileage reimbursement rate, if a county car is unavailable and the employee must use his/her personal automobile.

**Section 3.** The county agrees that when employees are contacted at home as authorized by the supervisor by phone to conduct work or required as an assignment to log on the county computer network from home, they shall be paid a minimum of one-quarter (1/4) hour and paid in one-quarter (1/4) hour increments for all time after the initial one-quarter (1/4) hour.

**Section 4.** Employees, who are assigned to be on-call as duty officers, shall be compensated at the rate of four hundred dollars (\$400.00) for each regularly scheduled workweek of on-call assignment. Assignments as duty officer will be by seniority with the most senior officer being given his/her choice of which week to be duty officer. Sign-up will be on a regular basis per current practice. An officer may also agree to take over another officer's duty officer assignment with notice to management. Time worked by the duty officer, while on duty, will be considered hours worked and compensated at the employee's overtime rate of pay.

## **ARTICLE 5 – HOLIDAYS**

### **Section 1. Legal Holidays.**

The following days are legal holidays to be paid at the regular straight time rate of pay:

- New Year's Day
- Martin Luther King's Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Any other day designated as a legal holiday by either the Governor of the State of Oregon or President of the United States. A one-time observance or memorial must be declared and/or approved by the board of commissioners to qualify under this provision as a legal holiday. Holiday compensation shall equal the number of hours regularly scheduled for the day the holiday falls on ("day for day").

### **Section 2. Personal Holidays.**

Regular employees are entitled to two personal holidays each calendar year. Such holidays are to be taken during the calendar year in which the holidays are earned and may not be carried forward into the following year. The personal holidays shall be scheduled in accordance with Article 6, Section 4, Scheduling Vacations.

**Section 3. Commissioners Day.** Current regular employees are granted a special Commissioners Day. This day shall be one (1) regular work shift and is to be taken between November 15 of each year and January 31 of the following year. The Commissioners Day shall be scheduled with supervisor approval and in a manner that will provide adequate staff to maintain service.

If this collective bargaining agreement is ratified after November 15, 2017, and before January 31, 2018, current regular employees are granted only one (1) Commissioners Day for use within this timeframe.

**Section 4. Weekend Holidays.**

Whenever a holiday falls on Saturday, the preceding Friday shall be considered to be the holiday. Whenever a holiday falls on Sunday, the following Monday shall be considered to be the holiday.

Employees working on an irregular workweek shall receive the same number of holidays as employees working the regular Monday through Friday workweek. Holidays which occur during paid vacation or sick leave with pay shall not be charged against such leave.

**Section 5. Holiday Pay.**

Work performed on holidays, which fall within the employee’s workweek, shall be considered as overtime work and shall be compensated at the rate of time and one-half in addition to the normal rate of pay. Compensation for holidays will be provided to regular, part-time employees of the Employer whose regular work schedule is equal to one-half or more of the regular full-time work schedule for county personnel, and such compensation will be based on the same proportion as the hours worked are to the total actual work hours in the month in which the holiday occurs. Employees shall not receive payment for work performed on holidays unless such work is authorized by the employee’s supervisor.

Notwithstanding the above, employees who are required to work on a regularly scheduled holiday may, at their option, elect, in lieu of holiday pay provided for in this section, to choose to take another day off within the same workweek with supervisor’s approval.

**ARTICLE 6 – VACATION LEAVE**

**Section 1. Vacation Accumulation.**

After having served in the county service for six (6) consecutive full calendar months, full-time employees shall have access to accrued vacation leave. Vacation leave shall be credited as follows:

	Hours per Pay Period
After six months of continuous service through 3 <sup>rd</sup> year	4.000
After 3 <sup>rd</sup> year of continuous service through 5 <sup>th</sup> year	4.308
After 5 <sup>th</sup> year of continuous service through 10 <sup>th</sup> year	4.924
After 10 <sup>th</sup> year of continuous service through 15 <sup>th</sup> year	5.770
After 15 <sup>th</sup> year of continuous service through 20 <sup>th</sup> year	6.637
After 20 <sup>th</sup> year	7.50

If employees are scheduled on a four-day workweek, vacation accumulation and charges against such accumulation shall be made on an hourly basis.

For the purpose of this article and Articles 7 and 10, a continuous month means service in the employ of the county unbroken by an absence (leave without pay) in excess of ten (10) working days within a calendar month.

**Section 2. Continuous Service.**

Continuous service (for the purpose of determining eligibility for accelerated vacation accumulation rates) shall be service unbroken by separation from the county service, except that time spent by an employee on military leave, parental leave, on an authorized leave of absence with pay, or on a leave without pay resulting from a job-incurred injury shall be included as continuous service. Time spent on other types of authorized leave will not count as part of continuous service except employees returning from such leave or employees who were laid off shall be entitled to credit for service prior to the leave. Non-continuous months, as defined above, shall not be credited as part of continuous service.

**Section 3. Part-time Employees.**

Regular part-time employees shall accrue vacation leave in an amount proportionate to that which would be accrued under regular full-time employment. To be eligible for vacation accrual, a part-time employee must work one-half or more of the regularly scheduled working hours per week for full-time employees.

**Section 4. Scheduling Vacations.**

Subject to the operating requirements of the Employer, employees shall have their choice of vacation time off. If two or more employees request the same period of time and the matter cannot be resolved by agreement of the parties concerned, the employee having the greatest length of service with the Employer shall be granted the time, provided, however, that an employee shall not be given this length of service consideration more than once every two (2) years. Such schedules may be amended by the Employer to meet work emergencies, grant requests of individual employees, or for other good reason.

**Section 5. Accumulation of Vacation Credits.**

Employees shall not accumulate vacation leave in excess of two hundred and fifty (250) hours. Any employee who is about to lose vacation credit because of accrual limitations may, by notifying his/her supervisor five (5) days in advance, absent himself/herself to prevent loss of this time or the sheriff may instead choose to pay the employee for up to forty (40) hours of accrued vacation. Such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay. Any employee who is granted a leave of absence without pay in excess of sixty (60) calendar days shall first be scheduled for any vacation leave and/or exchange time that has accrued to his/her credit before he/she commences leave without pay.

In addition, in the last year of employment prior to retirement, the employee will be able to cash in up to fifty (50) hours of vacation. The employee will be responsible to notify the Employer of intent to retire to exercise this provision. This is a one-time option.

**Section 6. Credits and Terminal Vacation Pay.**

- A. When an employee is transferred to, or appointed to another department of the county, the employee's accumulated vacation credits shall be transferred with the employee to the gaining department.

- B. An employee who terminates during the initial six (6) months of his/her employment shall not be entitled to cash compensation in lieu of vacation leave. If he/she has served six (6) (full calendar) months and is separated from the county service, he/she shall be entitled to cash compensation at the hourly rate he/she is receiving at the time of the separation. In case of death, compensation for accrued vacation leave shall be paid in the same manner that salary due to the decedent is paid.

**Section 7. Utilization of Vacation Leave.**

- A. The parties agree that an employee's vacation accrual is an earned benefit to which the employee is entitled. Therefore, at no time shall accrued vacation time be utilized without specific authorization of the employee unless at the time of death or termination.
- B. In the event of absence for legitimate reasons of illness, an employee may authorize the alternative use of equivalent accumulated vacation upon expiration of sick leave credits accumulated.

**Section 8. Compensation Credits.**

Employees shall receive two (2) normal workweeks of leave, to be taken as leave with pay or, at the employee's option, he/she shall receive compensation for up to two (2) normal workweeks, accrued at the employee's regular rate of pay. The employee must exercise this option with each fiscal year (computations will be based on the employee's salary at the time of request). The benefit cannot be carried forward into the next fiscal year. An employee will not be eligible for this benefit if the employee has not completed his/her probationary period prior to the end of the fiscal year.

An eligible employee may schedule the vacation portion of the benefit one (1) day at a time or as a unit, subject to the approval of the department head. If an eligible employee elects to receive the "pay" benefit, the employee may request such pay in one-week increments.

**Section 9. Sunset of Compensation Credits.**

Effective July 1, 2010, newly-hired employees will not receive compensation credits. In lieu of receiving compensation credits, new employees will receive a higher rate of pay generated by rolling the value of the compensation credits (3.84%) into the base rate of pay.

**Section 10. Opting-Out of Compensation Credits.**

Effective July 1, 2010, employees hired before ratification of the contract may make a one-time, permanent election to opt-out of compensation credits provided in Section 8 of this article, in return for the higher salary provided in Section 9 of this article. Once enrolled in this program, an employee may not return to receiving compensation credits and pay at the lower salary schedule.

## **ARTICLE 7 – SICK LEAVE**

### **Section 1. Accumulation.**

Sick leave shall be earned by each full-time employee at the rate of three point six-nine-three (3.693) hours per pay period. Sick leave shall be earned by each part-time employee whose regular work schedule is equal to one-half or more of the regular full-time work schedule for county personnel, and such sick leave will be based on the same proportion as the hours worked are to the total actual work hours in the pay period and may be accumulated without limit.

When an employee is transferred or appointed to another department of the county the employee's accumulated sick leave credit shall be transferred with the employee to the gaining department. If an employee works a four (4) day workweek, charges shall be made on an hourly basis. Sick leave shall not accrue during a non-continuous month as defined in Article 6, Section 1.

### **Section 2. Utilization.**

Employees may utilize their earned sick leave credits when unable to perform their work duties by reason of illness, injury, or pregnancy, necessity for medical or dental care, or by illness in their immediate families. Absence to attend an ill family member shall be limited to the time the employee's presence is actually required. Employees have the obligation to make other arrangements within a reasonable period of time for the attendance upon immediate family members. Sick leave time exceeding five (5) consecutive work days may require evidence that the employee was under a doctor's care. The Employer may require certification of the attending physician or practitioner to substantiate that an illness or injury prevents the employee from working.

### **Section 3. Required Physical Examination.**

Should an employee be required by the Employer to undergo a physical examination, the employee shall do so without a loss of pay or benefit(s) and the Employer shall bear the expense of such examination. The Employer may request from the employee a physician's release of information that relates only to the employee's ability to perform the job.

### **Section 4. Bereavement Leave.**

The amount of authorized bereavement leave shall be the amount required under state and/or federal protected leave laws. The county shall provide for three (3) work days paid bereavement leave for each immediate family member which shall count towards the statutorily mandated leave if he/she qualifies. The remaining bereavement leave approved shall be charged to accumulated leave in accordance with the Marion County Personnel Rules.

### **Section 5. Immediate Family.**

For the purpose of this article, immediate family has the meaning established by protected leave laws and county personnel rules. The sheriff may grant leave under the terms of this article for relationships other than those set forth where exceptional circumstances exist.

**Section 6. Sick Leave Without Pay.**

The sheriff or designee may authorize sick leave without pay not to exceed two (2) years' duration or until the employee's physician releases such employee, whichever comes first. Sick leave without pay shall not be granted until all earned sick leave has been exhausted.

**Section 7. Leave Credit Following Reemployment or Reinstatement.**

An employee who held a regular position and who is reinstated following a hearing, layoff, or an expiration of leave without pay shall have sick leave credits accrued during the previous employment restored. An employee who is reappointed within twelve (12) months after voluntary separation shall have previously accumulated sick leave credits restored.

**Section 8. Notification.**

Any employee who is ill and unable to report to work shall make a reasonable effort to notify his/her immediate supervisor within one (1) hour of reporting time. In case of a continuing illness, the employee shall keep the immediate supervisor advised of the employee's inability to report to work.

**Section 9. Separation.**

Paid sick leave is provided as a form of insurance against loss of income due to off-the-job illness or injury and no compensation for accrued sick leave, with the exception provided in Article 9, Section 5, shall be allowed for any employee separating from the county service.

**Section 10. Protected Leave.**

Protected leave is available for qualifying employees in the form of family, medical, domestic violence, and military leave in conformance with the Family Medical Leave Act (FMLA), Oregon Family Medical Leave Act (OFLA), Oregon Victims of Certain Crimes Leave Act (OVCCLA), and Oregon Military Family Leave Act (OMFLA).

The administration and implementation of these acts will be in accordance with the County policy and procedures.

Any conflicts in the administration or interpretation of the provisions under either law shall first be resolved by the application of the appropriate federal and/or state statute.

**Section 11. Immunization and Testing.**

If, in the conduct of official duties, an employee is exposed to serious communicable diseases which would require immunization or testing, the employee shall be provided immunization against or testing for such communicable disease without cost to the employee where immunization may prevent such disease from occurring. The employee shall be granted accrued sick leave with pay for immunization or testing.

**Section 12. Abuse of Sick Leave.**

Proven abuse of sick leave shall be cause for disciplinary action.



## **ARTICLE 8 – OTHER LEAVES**

### **Section 1. Other Leaves of Absence With Pay.**

- A. An employee holding a position in the county shall be granted a leave of absence with pay for:
1. Service with jury; or
  2. Appearance before a court, legislative committee, or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority in connection with the employee's official assigned duties, other authorized duties in connection with county business, or as a result of his/her job-related client contact(s).
  3. The employee shall tender to the county any jury duty or witness pay. Employees who are excused from jury or court appearance before the end of their workday shall immediately report their availability for assignment to their supervisor.
- B. Non-job related appearance before a court, legislative committee or judicial or quasi-judicial body, as a witness in response to a subpoena or other direction by proper authority not to exceed a full workday. In such instance, the employee may use their paid leave time, excluding the use of sick leave, or they may take leave without pay.

### **Section 2. Other Leave of Absence Without Pay.**

Prior to the expiration of all accrued leave, except sick leave, the employee may request, in writing, a non-paid absence (leave without pay, LWOP). In instances where the work will not be seriously handicapped by the temporary absence of an employee the department head may authorize such leave up to a maximum of one (1) year.

An employee on such authorized leave of absence shall not be considered to be on the payroll of the county during the period of the leave. Such leave will not be approved for an employee who is accepting employment outside the county service. Any employee who is granted a leave of absence without pay shall first be scheduled for any type of vacation leave that has accrued to his/her credit before the employee is placed on leave without pay.

### **Section 3. Workers' Compensation.**

The employee is covered by workers' compensation, either insured or self-insured, under the county workers' compensation program. The employee may utilize accrued leave in accordance with the Injured Worker Policy to augment any benefits paid under the workers' compensation program, not to exceed the gross pay at the time of injury. Upon returning to work, the employee will be paid at the rate, which includes all merit and cost-of-living increases, which would have been granted during the time off work as a result of the on-the-job injury.

**Section 4. Military and Peace Corps Leave.**

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

**Section 5. Failure to Return From Leave.**

Any employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned his/her position with the Employer and his/her position shall thereupon be declared vacated except and unless the employee, prior to the expiration of his/her leave of absence, has furnished evidence that he/she is unable to return to work by reason of sickness, physical disability, or other legitimate reasons beyond his/her control. Such leave shall not exceed a total duration authorized.

**ARTICLE 9 – HEALTH AND WELFARE**

**Section 1. Marion County Benefit Plan.**

A. Definition:

The Marion County Benefit Plan includes:

1. The Marion County Health Plan, which includes any health plan approved by the Plan Sponsor;
2. The Marion County Dental Plan;
3. The Marion County Vision Plan;
4. The Marion County Life Insurance Plan; and
5. The Marion County Long-Term Disability Plan;

as established and modified through the county’s Health Insurance Study Committee process and approved by the Marion County Board of Commissioners. Marion County shall, within the maximum contribution provided by the county, attempt to provide the best value, most effective health, dental and vision benefits available for employees and their families.

B. County Contribution for Life Insurance and Long-Term Disability:

The county agrees to pay the full premium for life insurance equal to the employee’s base annual salary and long-term disability benefits for each eligible employee.

C. Employees will be allowed to use a Section 125 plan for medical, dependent and transportation expenses as allowed by law.

D. Employees shall be eligible for coverage under the Marion County Benefit Plan, subject to plan provisions.

**Section 2. Optional Insurance Benefits.**

Employees desiring to participate in other optional insurance programs currently authorized by the board may do so at their expense with payroll withholding. Employees on a non-paid leave status must make their own arrangements with the county's payroll department to continue insurance benefits at their own expense, subject to the contract terms and conditions between the county and the insurance carriers.

**Section 3. County Health Insurance Contributions.**

For the health, vision and dental benefit package:

A. The Employer agrees to contribute up to one thousand five hundred fifty-four dollars (\$1,554) per employee, per month, for health, dental and vision benefits for the benefit plan year January 1, 2018, to December 31, 2018.

B. The Employer agrees to contribute up to one thousand six hundred fifty-four dollars (\$1,654) per employee, per month, for health, dental and vision benefits for the benefit plan year January 1, 2019, to December 31, 2019.

**Section 4. Employee Participation.**

Employees who desire to participate in other optional insurance programs currently authorized by the board may do so at their expense on payroll withholding.

**Section 5. Deferred Compensation.**

The Employer agrees to permit payroll withholding for employee's participation in the Marion County deferred compensation program.

**Section 6. Health Insurance Study Committee.**

A. Purpose: The purpose and function of the committee shall be as follows:

1. To provide plan design recommendations for health, dental and vision plans within the county contribution level as closely as possible;
2. To provide plan design recommendations that provide incentives for employees to be cost-effective health, dental and vision benefit consumers;
3. To explore a variety of options and plan designs available at rates within the county contribution level as closely as possible;
4. To develop recommendations for incentives for employees and families to participate in wellness activities and maintain healthy lifestyles; and

5. To develop recommendations to provide health, dental, vision, and wellness communications to county employees and their families to encourage them to be effective consumers.
  6. The committee will try to reach a consensus on recommendations for medical, vision and dental plan designs. If unable to reach a consensus, the committee will, by three-fourths vote, reach agreement on recommendations. If unable to reach agreement by consensus or vote, the business services director will provide recommendations to the board of commissioners for adoption by October 1st of the calendar year preceding the benefit plan year.
- B. Committee: The committee shall be composed of equal numbers of representatives of labor and management. The Federation President shall designate a representative to serve on the committee.
- C. Meetings: Meetings shall be held at least quarterly. Employees shall be allowed work release time to attend such meetings, but no overtime shall be paid for attending such meetings.

## **ARTICLE 10 – WAGE ADMINISTRATION**

### **Section 1. Compensation Plan.**

The Employer has hereto adopted a compensation plan under which employees covered by this agreement have and shall continue to be compensated. A copy of that plan is available on the Marion County intranet.

### **Section 2. Administration of Compensation Plan.**

- A. Rates of Pay. Each employee shall be paid at one of the rates in the salary range for the class in which he/she is employed.
- B. Entrance Salary. An employee shall be appointed (or reinstated) at the entrance rate for the class unless otherwise provided in the agreement or by statute.
- C. Salary Increases. Salary increases shall be based on the “meets expectations” standard as defined in the Personnel Rules. Employees shall be eligible for in-range merit salary increases on their established anniversary dates until such time as the top step of the salary range is attained. The eligibility date for the purpose of this section shall be the date upon which the employee is granted his/her first in-range merit increase to the second step of his/her salary range. This eligibility date may be changed as a result of the timing of future in-range merit increases, promotions, or reclassifications.
- D. Eligibility for Salary Increase. A new employee shall be advanced to the second step of the salary range for his/her classification after six (6) full continuous months of satisfactory service in

his/her class. In those cases where a new employee is appointed above the minimum step of the salary range for his/her classification, his/her eligibility for advancement to the next step shall be the same as though he/she were appointed at the minimum step, unless otherwise ordered by the board. Thereafter, eligibility for advancement to each succeeding step of the salary range shall be after each additional year of satisfactory continuous service at the preceding step.

- E. Demotion. If an employee is demoted or reclassified to a position in a classification with a lower salary range for reasons which do not reflect discredit on his/her employment record, his/her salary rate shall remain the same if the salary rate is within the salary range of the lower classification. If the employee's salary rate is higher than the maximum salary provided in the demoted or reclassified salary range, then the employee shall receive the highest rate provided for the lower classification salary range. Demotion for cause should ordinarily result in a corresponding reduction in salary.
- F. Transfers. When the county transfers an employee to another position in the same classification with the same salary range, the rate of pay remains the same. Such employee shall retain the established eligibility date for salary increases.
- G. Acting in Capacity. Any employee designated as acting in a capacity of a position in a classification higher than the employee's regular classification shall receive a five percent (5%) increase to his/her regular pay or the minimum step of the higher range, whichever is greater, for actual hours worked in the higher classification. Any such assignment shall be with the approval of the employee.
- H. Bilingual Skills. Any employee, who is fluent in Spanish, Russian and/or American Sign Language, and is required to use that language while on duty, shall receive a five percent (5%) differential to his/her regular pay for all hours worked. "Fluent" shall be established by using the standards established by human resources.
- I. Field Training Officer Pay. When an employee is authorized by management to train other office employees or to conduct a training program as related to obtaining and/or retaining DPSST certification, the employee shall receive a five percent (5%) differential for all hours spent training and performing training related functions.

To be eligible to serve as an FTO, employees must have an intermediate certification.

- J. SWAT and TNT Incentive. Employees responding as members of the office on the SWAT or TNT Team(s) shall receive a five percent (5%) differential to their regular pay on an hour-for-hour basis for all time spent on the callout.
- K. Instructor Incentive. When an employee is authorized by management to act as an instructor or assistant in subjects such as survival skills, EPICS, MI, and LSCMI, he/she shall receive an additional five percent (5%) differential to his/her regular pay for the following: preparation of

up to one (1) hour of preparation time per training and hour for hour time for teaching or assisting in the teaching of classes.

## **ARTICLE 11 – TRAVEL ALLOWANCES**

### **Section 1. Cost of Out-of-State Transportation.**

The sheriff or designee must approve all out-of-state travel in advance. Only travel for which funds are available may be approved. Written requests for authorization of out-of-state travel must be submitted fifteen (15) days prior to the proposed travel. Requests submitted less than fifteen (15) days in advance must be accompanied by an explanation of the emergency.

### **Section 2. Cost of Lodging, Meals and Other Travel Allowances.**

The county shall reimburse the actual cost of lodging, meals, and other related transportation expenses on an actual cost basis. Except in the case of an emergency, the employee shall receive prior approval for all anticipated expenses. Receipts shall be submitted with claims for reimbursement for air, train or bus travel, and reimbursement for private automobile transportation. Travel arrangements will be made by the county and paid directly. Where employees elect to drive private automobiles in lieu of plane or train transportation, reimbursement will not exceed the best available daytime airfare on the day air travel would normally be booked. The Employer reserves the right to deny expense claims for such things as personal gifts, alcohol, entertainment, or excessive expenses.

### **Section 3. Mileage Reimbursement.**

Upon prior approval by the supervisor, mileage reimbursement for the use of private vehicles shall be at the current standard IRS mileage rate for business use of an automobile. Mileage shall be computed from the vehicle odometer reading. Business use of a personal automobile does not include miles an employee may incur commuting.

### **Section 4. Meal Requirements for Reimbursement.**

Reimbursement for meals shall only be provided for meals outside Marion County while on county business and shall be the actual cost of each meal, according to Section 2 of this article.

### **Section 5. Expense Reimbursement.**

Reimbursement for expenses will be paid upon reimbursement request, which must be submitted within ninety (90) days of the expense.

## **ARTICLE 12 – HEALTH AND SAFETY REGULATIONS**

**Section 1.** The Employer agrees to abide by and maintain in its facilities and work operations standards of safety and health in accordance with the Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991).

**Section 2.** Employees may refuse to operate any equipment or ride in or on any vehicle they believe is unsafe until the equipment has been mutually inspected and/or corrected by the employee and his/her immediate supervisor and/or qualified person. If after such inspection the equipment is determined by the supervisor and/or other qualified person to be safe, the employee may not refuse to operate the equipment. Employees shall report to their supervisor all other unsafe conditions when the employee knows of such conditions.

**Section 3.** Employees shall not be disciplined for refusal to operate believed unsafe equipment nor shall refusal to operate such equipment be construed as insubordination until Section 2 has been complied with unless an emergency situation exists.

**Section 4.** The Employer shall provide or shall pay the cost of CPR training and first aid training for all bargaining unit employees.

## **ARTICLE 13 – DISCIPLINE AND DISCHARGE**

### **Section 1. Discipline.**

It is the policy of the Employer that disciplinary measures shall be for the purpose of achieving “corrective employee conduct.” Disciplinary action may be imposed only for just cause using the principles of progressive discipline, and as provided by county policy (where not inconsistent with this article).

**Section 2.** Disciplinary actions or measures (oral reprimand, written reprimand, demotion, reduction in pay, suspension, or termination) shall be processed through the normal grievance procedure as set forth in Article 15.

### **Section 3. Kinds of Disciplinary Actions:**

- A. **Oral Reprimand.** An oral reprimand is verbal notification of discipline resulting from specified activities or conduct inappropriate for the workplace.
- B. **Written Reprimand.** A written reprimand is a written notification of discipline used to place an employee on official notice that failure to take corrective action will result in a more severe form of action.
- C. **Suspension Without Pay.** Suspensions are a commonly used form of discipline when oral and written reprimands have not achieved the desired results; however, it can be used sooner if the employee’s misconduct is of such severity that an immediate suspension is required. The supervisor, with the approval of the appointing power, may suspend an employee for disciplinary reasons for a period not to exceed thirty (30) days at any one time by notifying the employee and stating the reason(s) for the suspension in writing. Service credits may not be acquired by an employee during the period of suspension regardless of the length of suspension.

- D. Demotions. Demotions, both in pay and to a lower classification, may be used as a form of discipline when other disciplinary steps have been used (i.e., oral reprimand, written reprimand) but discharge is not warranted, or when the appointing power believes that the employee has the potential for corrective conduct. Such action shall not cause the displacement of another employee.
- E. Dismissal. An appointing power may dismiss, for just cause, any regular employee under the appointing power's jurisdiction. The Employer may omit steps of progressive discipline only if the employee's misconduct is of such severity that an immediate dismissal action is required. In carrying out such actions, the appointing power should consult human resources.

**Section 4. Work Plan.**

If there is evidence to show that the performance was unsatisfactory, the sheriff or designee agrees to verbally discuss the problems with the employee, thus affording the employee an opportunity to correct the situation. The Employer shall discuss the performance issue with an employee in a setting, which is devoid of harassment. Any work improvement plan, which may be utilized, will be consistent with the performance issues, as objective as possible, with behavioral measurements identified and may be a precursor to discipline when appropriate. The employee shall continue to be held accountable for all job expectations while the work improvement plan is in effect.

**Section 5. Complaint Investigation.** The County will follow the Professional Standards Manual.

- A. The sheriff or designee may investigate a complaint against an employee when the complaint is not of a criminal nature but concerns a violation of rules, policy or procedure. Not all complaints will be investigated and the sheriff or designee may make inquiries before investigating the complaint. The sheriff or designee shall notify the employee of the allegations and information sufficient to understand the nature of the allegations within fifteen (15) days of the decision to investigate the complaint. The employee shall receive a copy of the complaint or allegations with citation to policies that may be implicated to the extent practical. The employee shall be given an opportunity to provide information he/she deems relevant.
- B. If the employee has reason to believe that such a discussion might adversely affect his/her employment, he/she shall have the right to have a representative of his/her choice present.
- C. If the sheriff chooses to remove the accused employee from his/her work assignment during the investigation, the employee may be assigned duties not related to his/her normal work or be stationed at home.
- D. If the charges are substantiated and disciplinary action is necessary, copies of all written reports, statements, and the results of the investigation shall be provided to the employee and his/her representative. The specific policy or policies applicable to the conduct will be substantiated.



- E. If the charges are unfounded, not sustained or exonerated, notice shall be given to the employee within seven (7) days of the decision. Documents related to such charges shall not be placed in the employee's personnel file(s).
- F. Prior to being interviewed regarding an internal affairs investigation or allegations of a complaint for any reason, which could lead to disciplinary action:
  - 1. An employee shall be informed of the nature of the investigation or allegations of the complaint whether he/she is a witness or a subject, if and when known; and, if a subject, be informed and be given copies of any other information necessary to reasonably apprise him/her of the nature of the allegations of the complaint, unless to do so would jeopardize the credibility of the investigation.
  - 2. An employee shall be afforded an opportunity and facilities to contact and consult privately with a representative of the Federation.
  - 3. Whenever delay in conducting the interview will not jeopardize the successful accomplishment of the investigation or when criminal culpability is not at issue, advance notice shall be given the employee not less than twenty-four (24) hours before the initial interview commences.
  - 4. An employee shall be provided copies of any prior interviews the employee may have given during the current internal affairs investigation.
- G. During any non-criminal investigation, which is an internal affairs interview, the representative of the employee shall be allowed to counsel the employee during the course of the interview. However, the representative shall not be disruptive of the interview. Also, the employee shall be allowed to take reasonable breaks during the course of the interview.
- H. Administrative Leave. At the discretion of the sheriff, an employee may be placed on administrative leave with pay pending the investigation of possible discipline or complaint.

**Section 6. Pre-Disciplinary Notice.**

When the sheriff determines there is just cause to discipline an employee, the division commander or designee shall give the employee an opportunity to review and respond to the charges before the effective date of the disciplinary action.

For discipline involving an oral or written reprimand, the supervisor will meet with the employee and their representative to review the charges and the discipline to be imposed.

For discipline involving economic impacts (suspension, demotion) the office will provide written notice containing:

- A. A statement of alleged improper conduct, inadequate performance, or other cause for discipline engaged in by the employee;
- B. A statement of the disciplinary sanction being considered.

The notice shall be delivered a minimum of two (2) scheduled work days which can be increased to five (5) scheduled work days upon request by the employee or the Federation.

If no disciplinary action is taken, all documents pertaining to the allegation(s) shall be removed from the employee's personnel file. This section shall not apply to oral reprimands.

**Section 7. Pre-Dismissal Notice.**

When the office believes just cause for dismissal exists, the sheriff shall give the employee, whose dismissal is under consideration, written notice containing:

- A. A statement of alleged improper conduct, inadequate performance, or other cause for discipline engaged in by the employee;
- B. A statement that dismissal is being considered as a possible sanction to the stated alleged improper conduct, inadequate performance, or other cause; and
- C. A statement of the time (a minimum of two (2) scheduled work days which can be increased to five (5) scheduled work days upon request for extension by the employee or the Federation) within which the employee may choose to respond to the statement of cause and the statement of discipline under consideration.

**Section 8. Economic Impacting Discipline Hearing.**

- A. The employee (or a FOPPO representative acting for the employee) may request and shall be granted a pre-disciplinary hearing at which he/she (or a FOPPO representative acting for the employee) shall be afforded the opportunity to refute such charges or present mitigating circumstances to the sheriff or his/her designee. The hearing shall take place within twenty (20) working days of the receipt of the pre-disciplinary notice and the employee shall be permitted to have an official representative present. This time frame may be waived by written mutual agreement of both parties.
- B. The office may place an employee on paid or unpaid investigative leave during the time given an employee to respond to a notice that dismissal is under consideration if the office believes the good of the service requires that the employee should be temporarily separated from his/her assignment.
- C. After the pre-disciplinary hearing or after the allotted time period in Section 5C above, if the affected employee chooses not to participate in a pre-disciplinary hearing, the office shall make a

final determination of what discipline, if any, is appropriate. The effective date of the disciplinary action(s), for the purpose of appeal, shall be the date upon which the final determination is made.

If the employee is not disciplined, all documents pertaining to the allegation(s) shall be removed from the employee's personnel file.

If the employee is disciplined, all documents pertaining to unproven or mitigated allegations shall be removed from the employee's personnel file. If there is a disagreement between the sheriff and the employee regarding unproven or mitigated charges, the matter shall be referred to the human resources for resolution pursuant to Article 22 – Personnel File, Section 4.

**Section 9. Administration of Discipline.**

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

**ARTICLE 14 – GENERAL PROVISIONS**

**Section 1. Non-Discrimination.**

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, creed, sex, physical or mental handicap, national origin, sexual orientation, Federation membership, or political affiliation.

**Section 2. Federation Activities.**

Federation activities shall be conducted in a manner which will not interfere with the effectiveness and efficiency of the Employer's operation in serving and carrying out its responsibility to the public. There shall be no soliciting of employees for Federation membership during working hours when such soliciting would interfere with the performance of an employee's duties.

**Section 3. Bulletin Boards.**

The Employer agrees to authorize the use of bulletin board space in convenient places to be used by the Federation in communicating with employees. The Federation shall limit its posting of notices and bulletins to such bulletin boards and contents of such notices and bulletins shall be limited to the posting of factual information as it relates to employees and the business of the Federation. Such posting shall not be of a public political nature.

**Section 4. Meetings.**

Meetings between the Employer and the Federation may be held, if practicable, during regular working hours, on the premises of the Employer and without loss of pay to authorized participating employees. The number of participating employees representing the Federation, exclusive of any aggrieved employee, shall be limited to two (2) without loss of pay.

**Section 5. Negotiations.**

Negotiations between the parties shall be conducted during normal working hours on the premises of the Employer unless otherwise mutually agreed. The Federation's bargaining committee shall be limited to three (3) members of the Federation who shall participate in negotiations without loss of pay.

**Section 6. Use of Building Facilities.**

The Federation or committees of the Federation shall be allowed the use of the facilities of the Employer for meetings when the facilities are available and the meetings would not conflict with the business of the Employer.

**Section 7.** The parties recognize the Marion County Drug and Alcohol Use and Testing Policy, however bargaining unit employees will not be subject to any blood test without consent. Employees will be given the reasonable opportunity to consult with his/her labor representative or attorney prior to any blood test. In the event an employee is unconscious and unable to provide consent, a blood draw may be taken at a medical facility for the preservation of the sample. Use of such sample is still subject to consent or other lawful means.

**ARTICLE 15 – GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1.** Any grievance or dispute that may arise between the parties with regard to the application, meaning, or interpretation of this agreement shall be settled in the following manner:

**STEP 1:**

Should an employee believe that his/her rights under this agreement have been violated, the matter shall be reported by the employee to his/her appropriate Federation representative. The employee, together with his/her Federation representative shall, within fifteen (15) working days of the date of such grievance or knowledge thereof, report the matter in writing to the division commander. The written grievance shall include:

- A. The name and position of the employee by or on whose behalf the grievance is brought.
- B. The date of the circumstances giving rise to the grievance and the date of the employee's first knowledge thereof, if later.
- C. A clear and concise statement of the grievance including the relevant facts necessary to a full and objective understanding of the employee's position.
- D. The specific provision or provisions of this agreement alleged to control the proper resolution of the grievance.
- E. The remedy or relief sought by the employee.

- F. The signature of the person submitting the grievance and such person's name and position if other than the aggrieved employee.

Within ten (10) working days after receipt of such report, the division commander shall attempt to resolve the matter and submit his/her answer, in writing, to the employee and his/her Federation representative.

Grievances arising from suspension, demotion, reduction in pay, or termination are subject to Article 15, Step 2.

**STEP 2:**

If the grievance has not been settled, it must be presented, in writing, by the Federation representative to the sheriff or undersheriff within seven (7) working days after the supervisor's response is due. The sheriff or undersheriff shall respond to the Federation representative, in writing, within seven (7) working days.

**Section 2. Arbitration.**

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Federation within five (5) days after notice has been given. If the parties fail to select an arbitrator, the State Employment Relations Board shall be requested by either or both parties to provide a panel of seven (7) arbitrators. A flip of the coin shall determine which party shall strike first. Both the Employer and the Federation shall have the right to strike three (3) names. The remaining name on the list shall be the arbitrator.

The arbitrator shall render a decision no later than thirty (30) days after the conclusion of the final hearing. The arbitrator shall not add to, subtract from, modify, or alter the terms or provisions of this agreement. The power of the arbitrator shall be limited to interpreting this agreement and determining if it has been violated and to resolve the grievance within the terms of this agreement.

The decision of the arbitrator shall be binding on both parties. The costs 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 3.** Any or all time limits and steps specified in the grievance procedure may be waived by mutual consent of the parties.

**Section 4.** Once a bargaining unit member files a grievance, the employee shall not be required to discuss the subject matter of the grievance without the presence of a Federation representative.

**Section 5.** A grievance involving a suspension or discharge shall be instituted at Step 2 with the sheriff or undersheriff within fifteen (15) working days from the date of the suspension or discharge.

## **ARTICLE 16 – LAYOFF**

**Section 1.** A layoff is defined as a separation from the service of the county for involuntary reasons, not reflecting discredit on an employee. The Employer may lay off an employee when the Employer determines it necessary to abolish a position, to make material change in duties or to change an organizational unit, or when a shortage of funds or work exists. No temporary or permanent separation of an employee from the service of the county, as a penalty or disciplinary action shall be considered a layoff. Prior to any notice of layoff, the Employer and the Federation agree to meet to determine if any alternatives exist to layoff.

**Section 2.** For employees hired into a FOPPO represented position before July 29, 2009, layoff order shall be determined based on continuous service. Continuous service shall be defined as service (inclusive of service in other county departments and service time transferred from the State) unbroken by separation from the county service, other than time spent by an employee on military leave, on an authorized leave of absence with pay, parental leave or on a leave without pay resulting from a job incurred injury.

For employees hired into a FOPPO represented position on or after July 29, 2009, layoff order shall be determined based on bargaining unit seniority (inclusive of service time transferred from the state) unbroken by separation from service within the bargaining unit. Bargaining unit seniority shall not include time spent in other county departments or bargaining units.

**Section 3.** For the purpose of this article, the parole and probation deputy is the only classification.

**Section 4.** A layoff of employees shall be made in inverse order of the continuous service date or bargaining unit seniority as defined in Section 2 of this article in the classification; provided, that Deputy Sheriff Parole and Probation Trainees, less than half-time employees and temporary employees performing Parole and Probation duties will be laid off first. At no time shall the exercising of these rights allow a lower pay range employee to displace a higher pay range employee. The employee exercising this provision will assume the hours of work of the laid off employee.

**Section 5. Tie-Breaker.**

In the event that two or more employees scheduled for layoff have the same continuous service date and date of hire, the tie shall be broken by lot.

**Section 6. Notice of Layoff.**

The Employer shall give written notice of a pending layoff to the employees at least fifteen (15) calendar days before the effective date, stating the reasons for the layoff.

**Section 7. Recall.**

- A. Employees who have been laid off or who have displaced another employee shall be placed in order of service credits on the layoff list. Reinstatement shall be offered to those employees on

the layoff list for the job classification and pay step from which they were either laid off or from which they displaced another employee in the descending order from top to bottom of service credits possessed at the time of layoff.

- B. The county shall maintain a layoff roster of laid off employees in order of service credits. If recall occurs within one (1) year from the date of layoff, the laid off employee(s) shall be returned to a position in his/her former classification and pay step in reverse order of the layoff or demotion in lieu of layoff. Following one (1) year from the date of layoff, the name of such laid off employee(s) shall be placed on the appropriate register.

Notice of recall shall be made by certified mail. Employees shall be responsible for keeping the county informed of their correct address. Failure to respond to such a recall notice within five (5) calendar days of receipt of the notice shall cause loss of recall eligibility.

**Section 8.** Supervisory employees shall not be permitted to demote in lieu of layoff into a bargaining unit position unless:

- A. The employee is on trial service to the supervisory position; or
- B. A vacancy exists in the bargaining unit and there is no qualified employee on the layoff list for that position.

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

## **ARTICLE 17 – OUTSIDE EMPLOYMENT**

The sheriff may approve outside employment when such employment does not detract from the efficiency of the employee's county work, and does not conflict with the interest of Marion County or is not a discredit to the county.

Requests for outside employment shall not be unreasonably withheld.

## **ARTICLE 18 – EFFECT OF LAWS, RULES AND REGULATIONS**

**Section 1.** This agreement is subject to all existing and future laws of the State of Oregon.

**Section 2.** Prior to planned adoption, the office shall provide the Federation a copy of any new or proposed modification to an existing rule, policy, and/or procedural statement which directly relates to employment relation matters for the purpose of soliciting written comments.

**Section 3.** The office also agrees the Federation shall have the opportunity to request a meeting in lieu

of submitting written testimony for the purpose of providing comment or seeking clarification of the intent of the proposed new or modified rule, policy, and/or procedural statement.

**Section 4.** This article shall in no way constitute a waiver of the Federation’s right pursuant to ORS Chapter 243, to bargain on new rules, policies and procedures and/or changes in current rules, policies and procedures that are mandatory subjects of negotiations.

**Section 5.** The parties shall be provided all of the rights and benefits extended by the personnel rules in all matters, which are not addressed in this agreement.

**Section 6.** If the county proposes to change an existing practice that is or impacts a mandatory subject of bargaining, it shall give the Federation written notice. Failure to demand to bargain within fourteen (14) calendar days shall constitute a waiver of bargaining, and the county may implement the change, as per ORS 243.698.

## **ARTICLE 19 – SCOPE OF AGREEMENT**

This document constitutes the sole and complete agreement between the Federation and the Employer and embodies all the agreed to terms and conditions governing the employment of employees in the negotiating unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, which is or may be subject to negotiation. Any prior written or unwritten commitment or agreement between the Employer and the Federation or any individual employee covered by this agreement is hereby superseded by the terms of this agreement.

## **ARTICLE 20 – SAVINGS CLAUSE**

Should any section or portion thereof of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, be in violation of or made illegal through enactment of federal or state law, or upon mutual agreement of the parties, such decision shall apply only to the specific section or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.

## **ARTICLE 21 – FEDERATION REPRESENTATIVES**

**Section 1.** The Federation shall notify the Employer of the employees who act as Federation Representatives.

**Section 2.** Federation Representatives shall be granted reasonable time off during regularly scheduled working hours without loss of pay or other benefit to investigate and process grievances but only to such extent as does not interfere with the work and duties of Federation Representatives or employees. If



permitted activities would interfere with either the shop steward's or the employee's duties, the direct supervisor(s) shall, within the next working day, arrange a mutually satisfactory time for requested activities.

**Section 3.** There shall be no reprisal, coercion, intimidation, or discrimination against any Federation Representative for the conduct or the function described herein.

**Section 4.** For the purpose of this section, such Federation Representatives shall be limited to two (2) in number. The Federation shall keep the Employer informed as to the names of employees designated as Federation Representatives by sending a complete list of names to human resources and the sheriff, on an annual basis, of those employees so designated.

**Section 5.** Employees covered by this agreement are at all times entitled to act through a Federation Representative in taking any action or following any procedure under this agreement.

**Section 6. Federation Representatives.**

- A. The Employer agrees that accredited representatives of the Federation, upon reasonable and proper introduction and notice, shall have reasonable access to the premises and may request access to appropriate records and files of the Employer during working hours to conduct business with the Employer within the scope of employment relations.
- B. The Federation representatives shall have reasonable access to employees. Employees shall have the right to consult with their official representatives concerning orientation and counseling regarding individual employment-related problems provided such activity should not interfere with the regular work routine.
- C. Authorized Federation representatives, accompanied by or with the consent of the concerned employee, shall have access to supervisory personnel on matters concerning that employee as scheduled by the Employer in a timely manner.

**Section 7. Federation Business Leaves.**

Upon fourteen (14) days' advance notice by the Federation, Federation officers shall, subject to the operating requirements of the department, be granted leaves without pay for a reasonable period of time not to exceed four (4) continuous working days, and not to exceed a total of ten (10) working days, in any given calendar year for the purpose of conducting Federation business which takes them away from their employment.

**ARTICLE 22 – PERSONNEL FILE**

**Section 1.** Human resources shall maintain a personnel file of each employee in the county service.

This file shall be the official file of the county and shall contain copies of all official reports, memos, letters, personnel actions, etc., relating to the employee's performance and employment status.

**Section 2.** An employee may inspect the contents of his/her personnel file in human resources upon the employee's oral request to do so. An employee's official representative, with the permission of the employee, may inspect the employee's personnel file.

**Section 3.** No information reflecting critically upon an employee shall be placed in the employee's personnel file that does not bear either the signature or initials of the employee indicating that he/she has been shown the material or notation by the employee's supervisor that the employee has been provided a copy of the material and refuses to sign. A copy of any such material shall be furnished to the employee when it is placed in the personnel file.

**Section 4.** If any employee believes that there is material in the employee's personnel file which is incorrect or derogatory, the employee shall be entitled to prepare, in writing, an explanation or opinion regarding the particular material and this shall be included as part of the personnel file.

If the employee believes that such specific information should be removed entirely from the files, the employee shall first submit a request to the human resources that the material in question be removed. If the matter is still unresolved, the employee may file a grievance.

**Section 5.** Letters of caution, consultation, warning, admonishment, and reprimand shall not be used in any subsequent evaluation or disciplinary proceeding involving the employee three (3) years after they have been placed in the file unless there have been recurrences of a similar nature. After the three (3) year period, and in absence of a recurrence of a similar infraction, such letters shall then be removed from the employee's personnel file at the request of the employee.

## **ARTICLE 23 – PAYDAY**

**Section 1.** Employees will be paid biweekly. Paydays will be on Tuesdays except when Tuesday is a holiday, in which case employees normally will receive their paychecks prior to the holiday unless the payday is in the subsequent year.

**Section 2.** The county shall provide for direct bank deposit of regular employees' paychecks if requested by the employee in writing.

## **ARTICLE 24 – TUITION ASSISTANCE**

**Section 1.** Tuition aid is defined as full or partial payment or reimbursement for the costs of training sessions, classes, or formal academic course work pursued on a part-time basis either during or after normal working hours.

**Section 2.** When an employee or group of employees is assigned to or encouraged to attend on a part-time basis designated courses whether during or after working hours, the employee shall be reimbursed for the costs of course registration and necessary travel expense. Employees will cooperate in pooling rides when such pooling is available.

**Section 3.** Request for tuition aid shall be submitted to the sheriff for approval or disapproval prior to enrollment by the petitioning employee. Courses shall be for the purpose of the employee's professional growth when such training will also be beneficial to the sheriff's office.

**Section 4.** If approved, tuition aid will be provided for one-half the cost of the course registration fee to employees who successfully complete classes.

**Section 5.** In instances where the work of the sheriff's office will not be seriously handicapped by the leave of absence of an employee, a leave of absence without pay of appropriate duration may be granted by the sheriff upon request. Request for such leave must be in writing. Leave granted under this section will normally not exceed one (1) year.

#### **ARTICLE 25 – BARGAINING UNIT LISTING**

**Section 1.** Upon request by the Federation, the Employer shall furnish to the Federation an alphabetical listing of names, class, pay range, date of hire, appointment date, and home address of the employees in the bargaining unit, limited to twice each fiscal year.

**Section 2.** The Employer shall furnish monthly to the Federation a listing of the names and work location assignments of all newly hired employees of the bargaining unit during that period of time.

#### **ARTICLE 26 – COUNTY CARS**

**Section 1.** It is recognized by the parties that furnishing of a private car by an employee for the purpose of performing routine work assignments is not a condition of employment. Any use of private cars for the conduct of official business by employees in the bargaining unit will require approval of the sheriff.

**Section 2.** Employees will not be held responsible for fieldwork requiring automobile travel if the sheriff fails to provide adequate use of county automobiles.

#### **ARTICLE 27 – SALARIES**

##### **Section 1. Wages.**

Effective December 3, 2017, employees shall receive a two percent (2%) cost of living adjustment.

Effective July 1, 2018, the parties agree to a two and one-half percent (2.5%) cost of living adjustment.

**Section 2.** The county agrees to continue its participation in the PERS and OPSRP pension accounts.

Effective the first full pay period following execution of this agreement by both parties, the Employer shall contribute six percent (6%) of salary to the employee's Individual Account Program (IAP). For the limited purposes of the Internal Revenue Code Section 414(h)(2) and related tax statutes, the employee's contribution to PERS will be picked up by the county as a pre-tax contribution as the term "pick-ups" is used in the Internal Revenue Code.

**Section 3.** Effective January 2016, employees shall receive an incentive pay increase of two and one-half percent (2-1/2%) for an intermediate DPSST certificate and an additional four percent (4%), six and one-half percent (6.5%) total, for an advanced DPSST certificate. The payment for such increment, as set forth in the pay plan, shall commence on the first full pay period following the date of the certification issuance. The parties shall mutually establish performance standards for those classifications, which the incentive applies and payment of the incentive increment shall continue unless the officer receives an unsatisfactory rating. An employee so disqualified shall resume incentive pay upon receiving a satisfactory rating.

**Section 4.** Regular employees shall be eligible for Longevity 1 (L1) after being on Step 8 of the current pay range for one (1) full year AND employed with the county for a minimum of ten (10) years. Regular employees shall be eligible for Longevity 2 (L2) after being on Longevity 1 of the current pay range for a full year AND employed with the county for a minimum of fifteen (15) years. Regular employees shall be eligible for Longevity 3 (L3) after being on Longevity 2 of the current pay range for one (1) full year AND employed with the county for a minimum of twenty (20) years.

L1 shall be at 2.75% of step 8, L2 at 4% of step 8, and L3 at 6.5% of step 8 for each pay range.

## **ARTICLE 28 – OVERTIME**

**Section 1.** An employee, who works beyond 40 hours, will be compensated at a time and one-half (1 ½) rate.

**Section 2.** As defined by Marion County Sheriff's Office policy, employees shall receive permission from their supervisor before working overtime. Employees are encouraged to work with their supervisor to flex their schedule to avoid overtime liability. It is the employee's responsibility to report overtime hours worked to their supervisor.

**Section 3.** Employees will be allowed to accumulate a maximum of seventy-five (75) hours of compensatory time. Overtime hours in excess of the cap shall be paid. This section is subject to renegotiation by either party after one year.

### **Section 4. Institutions Division Coverage.**

A qualified employee who covers a shift at the Institutions Division will be compensated overtime at time and one-half (1 ½) for time worked beyond forty (40) hours per week. For this provision only, paid

time off during a week he/she works a shift at the Institutions Division shall be considered hours worked for overtime purposes.

**Section 5. Duty Officer.**

After hours worked as assigned duty officer per Article 4, Section 4, will be paid at time and one half (1 ½).

Both parties also agree that planned vacations during the scheduled duty officer work week will not be approved. The county understands that incidental vacation time-off requests (i.e. unexpected events) may occur during the duty officer's work week, and these requests will be considered for approval.

**ARTICLE 29 – PAYROLL DEDUCTION AND FAIR SHARE**

**Section 1.** The Employer agrees to deduct the regular Federation membership dues as provided by ORS 292.055. The aggregate deductions of all employees shall be remitted 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. Any discrepancy in the amount remitted to the Federation shall be corrected no later than the 20<sup>th</sup> of the same month. This section shall not apply where circumstances exist beyond the control of the Employer, which cause a delay in meeting the above dates.

**Section 2.** The written request for dues deduction is not terminated when an employee is placed on any type leave, disciplinary removal, or placed on layoff status. The Employer shall deduct Federation dues commencing with the first paycheck following the employee's return to paid status.

**Section 3.** 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 Employer 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 Employer, in writing, when any change in dues occurs.

**Section 4.** The Federation shall indemnify and save the Employer 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 Employer for the purpose of complying with the provisions of this article.

**ARTICLE 30 – RELIEF COVERAGE**

**Section 1.** The Employer shall provide relief coverage during the time an employee is absent from duty

to the extent needed in the opinion of the Employer to cover the workload.

**Section 2.** Work assignments, received during the period of absence, shall be completed by the person providing the relief coverage.

### **ARTICLE 31 – DPSST CERTIFICATION**

It shall be a condition of employment that all employees receive and retain their basic certification by the Department of Public Safety and Standards Training (DPSST) during their first year of employment. The Employer shall submit all paperwork for employee certification with the DPSST within the first ninety (90) days of the employee's hire and the employee shall receive verification of the paperwork submitted.

The requirement to receive DPSST training within one year may be waived if availability of classes is a factor. In such cases, every effort will be made by the sheriff to place such persons based on class availability.

### **ARTICLE 32 – TRANSFERS**

#### **Section 1. Transfer/Notice of Vacancy.**

- A. When there is a vacancy in a job assignment, the Employer will notify the bargaining unit employees via electronic means of the vacancy and any employee may apply for the vacancy.
- B. Selection Process.
  - 1. In filling any such vacancy, serious consideration will be given toward the seniority, preferences and merit evaluations for each employee under consideration.
  - 2. The Employer agrees to include the FOT team in the selection process to fill a vacancy with the exception of emergency coverage issues or as it applies to this article under Section 3 below. In the event the FOT is unable to reach consensus on the selection, management reserves the right to select the employee.
- C. The Employer will provide fifteen (15) days written notice of a pending transfer.
- D. No bargaining unit employee will be permanently transferred to a position outside of the bargaining unit without his/her consent.

- E. The sheriff's office retains the right to waive the notice provisions whenever a bona fide emergency warrants such action. This notice may also be altered by mutual agreement of the parties.
- F. The provisions shall not apply to countywide vacancies or in those instances when the Employer has made the decision to close the official station or when the Employer is transferring an entire work unit to a different location.

**Section 2.** An exception to the transfer procedure of Section 1 above would be made if medical evidence indicated that an employee could not physically function in a particular post of duty. If this occurred, the Employer could transfer that individual to another post of duty where he/she was certified by a doctor as physically being able to function as a parole and probation officer.

**Section 3. Training Opportunities for Non-FOPPO Represented County Employees.**

- A. County employees not in the bargaining unit may be offered temporary replacement for FOPPO members not to exceed six months while the FOPPO member is on leave. At the time of temporary assignment, the affected employee and FOPPO will be advised of his/her status which will include continuing representation by his/her current bargaining unit.
- B. It is understood that temporary assignments would be offered only to employees who meet the minimum qualifications of the position he/she may be assigned.

**ARTICLE 33 – JOB CLASSIFICATION AND DUTIES**

The Employer shall notify the Federation in writing of any proposed change in the duties and responsibilities or classifications of existing positions or creation of any new classification within the Marion County Sheriff's Office affecting parole and probation services and consult with the Federation about such proposals prior to their implementation.

**ARTICLE 34 – LIFE OF AGREEMENT AND TERMINATION**

This agreement shall be effective as of July 1, 2017, and remains in full force and effect until June 30, 2019. If either party wishes to renew or modify the agreement as of July 1, 2019, notification of such renewal or modification must be submitted, in writing, to the other party by December 1, 2018. Negotiations shall begin by February 1, 2019. Any letters of agreement must be signed by the chief administrative officer, department head, human resources or designee, and the designated representatives of FOPPO to be valid. Any letters of agreement shall be attached and made part of the agreement. Any letters not signed and attached in the following manner shall not be valid.

IN WITNESS WHEREOF, the parties hereto have set their hand this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

MARION COUNTY, OREGON

By: \_\_\_\_\_  
Wendy Bales, FOPPO President

By: \_\_\_\_\_  
Sam Brentano, Chair

By: \_\_\_\_\_  
Janet Carlson, Commissioner

By: \_\_\_\_\_  
Kevin Cameron, Commissioner

By: \_\_\_\_\_  
Jason Myers, Sheriff

By: \_\_\_\_\_  
John Lattimer  
Chief Administrative Officer

By: \_\_\_\_\_  
Colleen Coons-Chaffins  
Business Services Director



LUMP SUM PAYMENT  
LETTER OF AGREEMENT

**I. PARTIES**

The parties to this agreement are Marion County and the Federation of Parole and Probation Officers (FOPPO, hereinafter "the Union").

**II. PURPOSE OF THE AGREEMENT**

Marion County acknowledges the need to provide a one-time lump sum payment to Union employees due to Legislative and bargaining delays.

**III. AGREEMENT**

Marion County uses the aggregate method of withholding, where the amount of withholding due is calculated using the employee's current Form W-4 by aggregating the amount of supplement wages with the regular wages paid for the current payroll period, and treating the aggregate as if it were a single wage payment for the regular pay period. The County will follow this method to calculate a lump sum amount for each Union employee for the pay periods starting July 2, 2017, ending December 2, 2017, which is a total of 11 pay periods.

Each member of FOPPO shall receive a one-time lump sum payment of \$60 gross per pay period, based on the calculations and the number of pay periods affected. If the new FOPPO Collective Bargaining Agreement (CBA) is ratified **by both parties** no later than December 6, 2017, this one-time agreement shall be included on the December 12, 2017 statement of earnings. Otherwise, the effective date of this agreement shall be the first pay period following ratification by both parties.

**III. CONCLUSION**

Any letters of agreement must be signed by the chief administrative officer, department head human resources or designee, and the designated representatives of FOPPO to be valid. This agreement shall not become part of the parties' collective bargaining agreement. This agreement is made without precedent to either party.

FOR THE UNION

FOR THE COUNTY

\_\_\_\_\_  
Wendy Bales, FOPPO President

\_\_\_\_\_  
Jason Myers, Sheriff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Letter of Agreement  
Lump Sum Payment  
Page 2

\_\_\_\_\_  
John Lattimer, Chief Administrative Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Colleen Coons-Chaffins, Business Services Director

\_\_\_\_\_  
Date

# SHERIFF'S OFFICE WORKERS' COMPENSATION WAGE CONTINUATION LETTER OF AGREEMENT

## **I. PARTIES**

The parties to this agreement are Marion County, by and through the Marion County Sheriff's Office, and the Federation of Parole and Probation Officers (FOPPO, hereinafter the "Union").

## **II. PURPOSE OF THE AGREEMENT**

The purpose of this agreement is to compensate employees with accepted Workers' Compensation claims for a serious occupational illness or injury as defined herein, sustained in certain situations in the performance of his or her duties.

This agreement is not intended to apply to all workers compensation claims or situations. Marion County provides workers' compensation benefits according to state law and as enhanced in Article 8, Section 3 of the parties' collective bargaining agreement.

## **III. AGREEMENT**

The Sheriff may initiate or consider a request for wage continuation, and if approved, may authorize compensation of an employee from available funds in the departmental budget for personnel as wage continuation for an on-the-job serious illness or injury where there is an accepted or interim Workers' Compensation claim in an amount equal to the employee's regular pay, including any regular certification incentive pay, bilingual pay, and longevity step that the employee was receiving at the time of the injury. Differentials based on hours worked or potential for overtime are not included in wage continuation pay. This wage continuation provision is subject to the following conditions:

A. The Risk Manager verifies that the employee has an accepted Workers' Compensation claim or interim claim for a serious illness or injury, that per the Workers' Compensation attending physician:

1. is an illness, mental condition or physical condition that has a substantial risk of death or which can cause serious and protracted disfigurement, protracted impairment of mental or physical health or protracted loss or impairment of the function of any bodily organ, and
2. initially prevents the employee from returning to any available position;

B. The serious illness or injury occurred due to a traumatic incident or specific event while in the line of duty:

1. as a result of physical contact with a person or by a dangerous or deadly instrumentality or weapon under circumstances capable of causing death or serious illness or injury; or
2. under similar traumatic circumstances or events with the Sheriff's and Chief Administrative Officer's (CAO) approval.

C. The date of injury shall be considered a work day and the employee will receive his or her regular pay for the scheduled hours for that day.

D. The three day waiting period in ORS 652.210 shall be charged to the employee's sick leave or other accrued leave, or authorized leave without pay. Following the three day waiting period, the employee may be placed on administrative leave with pay during the period of wage continuation. This time may run in concurrence with the employee's allowed FMLA/OFLA hours.

E. The employee's wage continuation pay will be subject to all standard deductions, such as income tax, union dues, employee benefits, and voluntary deductions, and will be subject to reporting as required or allowed under Federal and State law.

F. While the employee is receiving wage continuation under this agreement, he or she will continue to receive all other County health and welfare benefits he or she was enrolled in at the time of injury unless prohibited by law, rule, regulation or provider contract.

G. Wage continuation under this agreement may be authorized by the Sheriff for a period not to exceed (90) ninety days. Nothing in this agreement changes the employer or employee's obligation to return to work upon the attending physician's release including to a modified duty assignment if available.

H. One extension up to an additional (90) ninety days may be granted by the unanimous agreement of the Chief Administrative Officer and the Sheriff, with recommendation by the Risk Manager. The Risk Manager's recommendation will be based on the attending physician's statement of the current condition and anticipated length of absence or date of return, provided that the prognosis indicates the employee will be reasonably expected to return to work within the ninety day extension.

#### IV. CONCLUSION

This agreement shall become effective no later than January 1, 2018 and ends June 30, 2019. This agreement shall not become part of the parties' collective bargaining agreement. This agreement is made without precedent to either party.

Any employee on an approved wage continuation at the termination of this agreement will be allowed to continue under the provisions and conditions above, including the discretion of the CAO and Sheriff to grant an extension under Section H.

FOR THE UNION

FOR THE COUNTY

\_\_\_\_\_  
Wendy Bales, FOPPO President

\_\_\_\_\_  
Jason Myers, Sheriff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Lattimer, Chief Administrative Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Colleen Coons-Chaffins, Business Services Director

\_\_\_\_\_  
Date