

AGREEMENT BETWEEN
HOOD RIVER COUNTY, OREGON
AND
FEDERATION OF OREGON PAROLE
AND PROBATION OFFICERS

Unit certification recognition August 13, 2014

July 1, 2021 through June 30, 2024

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PREAMBLE

This Collective Bargaining Agreement is entered into by and between Hood River County, a political subdivision of the State of Oregon, hereinafter referred to as County, 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 matters pertaining to salary, hours of work, fringe benefits and other conditions of employment and the establish an equitable and peaceful procedure for the resolution of disputes.

ARTICLE 1 - RECOGNITION

Section 1. Bargaining Unit: For the purpose of collective bargaining with respect to wages, hours, and conditions of employment, the County recognizes the Federation as the exclusive bargaining representative of all full and part-time Adult Parole and Probation Officers excluding supervisory, confidential employees, and limited or fixed term employees (less than six (6) months) or part-time employees (less than 80 hours per month).

Section 2. New Hires and Termination:

The County shall notify the Federation President of all new employees hired and employees terminated whose positions are covered by this Agreement. The County shall include with the new hire listing, the employee's classification, and home mailing address. Said notification shall be monthly to coincide with the County's payroll cycle.

Section 3. New Classifications:

In the event a new job classification which would properly be included in the bargaining unit is established by the County, both parties shall meet to negotiate wages applicable to the new classification.

ARTICLE 2 - MANAGEMENT RIGHTS

Except as otherwise expressly limited by the terms of this Agreement and the obligations to bargain mandatory subjects and impacts of mandatory subjects of bargaining under the PECBA, the County retains all customary, usual and exclusive rights, decision making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the County or any part thereof. Without limitation, but by way of illustration, these include the right to:

- a. Establish, plan for, and direct the work force toward the organizational goals of County government.
- b. Determine the organization, and the merits, necessity and level of activity or service provided to the public.
- c. Determine the County budget and financial policies including accounting procedures.
- d. Establish, regulate and administer a personnel system, which provides for all types of personnel transactions. Unless modified by this Agreement, these shall include determining the procedures and standards for hiring, promotion, transfer, assignment, lay off, discipline, retention and classification of positions.
- e. Discipline or discharge employees for just cause, and make and enforce reasonable work rules and regulations.

- f. Determine the methods, means, equipment, numbers and kinds of personnel and the job or position content required to accomplish governmental operations and maintain the efficiency thereof. This shall include whether materials and services are to be provided or purchased.
- g. Determine and change the number and locations and types of operations, processes and materials to be used in carrying out all County functions.
- h. Assign work to and schedule employees, and to establish and change work schedules except as addressed in this Agreement.
- i. Relieve any employees from duty due to lack of work or insufficient funds.
- j. Take all actions necessary to carry out the mission of the County in emergencies.

Any employee within the bargaining unit who may feel aggrieved by the unfair or discriminatory exercise of the above rights may seek a remedy by means of the Grievance Procedure provided for in this Agreement.

ARTICLE 3–FEDERATION RIGHTS

Section 1. Fair Share:

- a. The County agrees to deduct the uniformly required Federation membership dues and other authorized fees or assessments once each month from the pay of those employees who have authorized such deductions in writing. Except as provided in the following, an amount determined by the Federation for representational costs will be deducted from all employees in the bargaining unit who have not provided the County with such authorization. The amounts so deducted shall be given to the Treasurer as designated by the Federation, with a

list of the employees subject to the deduction.

- b. The provisions of Section 1.a hereof shall not apply if an employee objects in writing to the County, based upon such employee's membership in a bona fide church or religious group whose tenets or teachings are contrary to such payment. The County will provide the Federation with a copy of any such letter within five (5) days of its receipt.

In such instances, the employee shall authorize a deduction from his/her pay which is in lieu of and equivalent to the fair share amount. Such payroll deduction shall be in addition to any previously established deduction and shall be for the United Way or other mutually satisfactory charitable organization as agreed to between the employee and the Federation.

- c. For the purpose of calculating months to determine the beginning or end of the payroll deductions called for in Sections 1.a or 1.b of this Article, dues or like amounts shall be deducted for any calendar month during which the employee works ten (10) working days or more.
- d. The Federation will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County as a result of any County action taken in compliance with this Article. The Federation and the County each agree to reimburse any monies paid or not paid in error within thirty (30) days of notification of such error.
- e. The Employer will notify the Union monthly of all new hires and/or changes in the following for existing employees; the employee's name, home address or leaving a bargaining unit position. During the life of this contract, the Union will notify Employer periodically of individuals who have become members of the Union. Additionally the Union shall notify the employer of newly elected or

appointed to union office.

Section 2. Federation Bulletin Boards:

The County agrees to provide suitable space on County bulletin board(s) for Federation use. No material shall be posted except notices of meetings and elections, results of elections, changes in Federation by-laws, newsletters, notices of employee social occasions and similar Federation business. All material shall be signed by an officer or steward of the Federation and dated. Postings shall be limited to the official bulletin board space.

Section 3. In-house Mailing:

The Federation shall be allowed to use employee boxes in Parole and Probation Department for purposes of distribution of Federation notices, letters, and bulletins.

ARTICLE 4 – SCOPE OF AGREEMENT

Section 1

It is understood that the specific provisions of this Agreement shall be the sole source of rights of the Union and the right of any employee covered by this Agreement, and shall supersede all previous oral and written agreements between Employer and the employees.

Section 1.1

This document contains the full and complete Agreement and no amendment or supplement to this Agreement shall be deemed effective unless in writing and signed by the parties to this Agreement.

It is acknowledged that during negotiations which resulted in this Agreement, each and all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the

understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. It shall not be modified in whole or in part except by another written instrument duly executed by the parties.

ARTICLE 5 - HOURS OF WORK

Section 1. Regular Hours:

The regular hours of work each day shall be consecutive except as may be interrupted by a meal period.

Section 2. Work Week and Work Day:

The work week shall begin at 12:00 a.m. on Sunday and end 11:59 p.m. on Saturday and the normal work schedule shall consist of forty (40) hours in a seven (7) day work period. The work shall be consecutive days with either two (2) or three (3) consecutive days off, depending on the employee's work schedule. The intent of this language is to allow the Sheriff the flexibility to change the hours of work in a work day or work week as the Sheriff deems necessary for the efficiency of operations. In any event, such flexibility shall not be construed to allow irregular work hours, and employees will continue to work a 4/day, 40/hour work week schedule or a 5/day, 40/hour work week, as determined by the Sheriff. The County shall provide employees ten (10) calendar days notice of any schedule change except for emergencies or employee absences beyond the control of the employer.

Section 3. Rest and Meal Periods:

Employees are expected to arrange a meal period as close to the middle of their shift as possible with 15 minute paid rest periods during each half shift before and after the unpaid meal period. An employee working 6 hours or more must take a lunch break.

Section 4. Mileage

In the event a County owned vehicle is not available, and the use of the employee's private vehicle has been authorized by the supervisor, reimbursement for mileage shall be at the rate used by the State of Oregon and prescribed as the current County rate.

ARTICLE 6 - EMPLOYEE RIGHTS AND BENEFITS

Section 1. Personnel Files:

Copies of all reports, memoranda or notes pertaining to an employee's job performance, which are to be placed in the employee's personnel file, will be given to the affected employee prior to placement in the personnel file.

Employees shall be allowed to respond in writing to any material placed in their file and have such written response placed in their file.

Notations of non-economic disciplinary action placed in an employee's personnel file may be removed from the employee's personnel file after a one (1) year period upon written request from the employee and provided there have been no similar disciplinary actions issued. Documentation of economic disciplinary action may be removed, upon written request from the employee, after a three (3) year period, providing similar discipline has not been issued during said three (3) year period on the same subject.

Performance appraisals are not subject to this section.

Section 2. Uniforms and Equipment:

Each officer will be provided with a County phone for all County business uses.

Each officer may be provided for reimbursement, up to \$75.00 per year, of personal clothing damaged and rendered unusable during the course of their job duties by providing a written explanation of the event and a receipt for replacement.

On January 1 of each year, each officer will receive a \$100.00 allowance for Footwear.

Section 3. Practice Ammunition:

The County shall provide sixty (60) rounds of practice ammunition to be used for supervised range firing quarterly, for each officer optioned to be armed and who is required to qualify.

ARTICLE 7 – SENIORITY

Seniority is defined as the length of continuous service worked by an employee in the Sheriff's Office. Classification seniority is defined as the amount of time worked by an employee in a particular classification within the Sheriff's Office. Seniority shall be broken or terminated if an employee:

- a. Resigns.
- b. Is discharged for just cause.
- c. Is laid off and fails to respond to written notices as provided in Section 3 below.
- d. Is laid off for a period of time greater than 12 months.
- e. Fails to report to work at the termination of an extended leave of absence.
- f. Is on leave of absence for a period of time greater than 12 months.
- g. Retires.

Section 1. Layoff:

The County may, for economic or budgetary reasons, lay off employees within the bargaining unit. Such layoff shall be by classification seniority within the affected classification so long as the senior employees have the knowledge, skill and abilities to perform the work required as determined by the Sheriff.

Section 2. Recall:

Any employee who has been laid off shall be entitled to be recalled to the position he/she vacated or any other position he/she is qualified for, within 12 months of the date that he/she was laid off. Reemployment shall be in the reverse order of layoff.

It shall be the employee's responsibility to keep the County notified of any change of address so proper notification can be made. When a position is available that the employee was laid off from, the County will notify the employee by certified mail of the position opening.

The employee will be required to notify the County within five (5) days of receipt of the letter if he/she wishes to return to work. In any event, the employee shall have an additional two (2) weeks to return to work or forfeit any right to return to the position. Employees shall have the right to refuse offers for positions other than the one from which they were laid off without forfeiture of reinstatement rights.

Section 5. New Classification and Vacancies:

The County shall post all job vacancies within its respective bargaining unit and new job classification(s) applicable to the bargaining unit. Except in emergency situations, such posting shall be on the bulletin board for a minimum period of five (5) days prior to filling the position.

ARTICLE 8- SICK LEAVE

Section 1. Accumulation:

All full-time employees shall earn eight (8) hours of sick leave with pay for each full calendar month worked. A total of 1,040 hours of sick leave may be accrued by each employee. Sick leave shall not accrue during any period of leave of absence without pay.

Section 2. Part-Time Employees:

Part-time employees shall earn sick leave on a pro rata basis as provided in Section 1 of this Article that the scheduled work hours compares to the hours of a full-time employee.

Section 3. Usage:

Sick leave with pay is intended to be utilized when an employee is unable to perform his or her duties by reason of illness, injury or disability and for dental and medical care of the employee, if such care is necessary and essential to the employee.

Newly hired employees may utilize accrued sick leave after 3 full months of continuous employment.

The employee shall notify his or her supervisor of absence due to illness, injury or disability and the nature and expected length thereof, prior to the time such employee would otherwise have reported to work. The department head may require a physician's statement documenting an employee illness if an employee utilizes more than three (3) consecutive days of sick leave or if the employee is demonstrating a pattern of sick leave usage, subject to federal and state law. An employee shall not work for other than the County while on sick leave, until such time as he or she has requested and

received permission from the Sheriff, in writing. Permission may be given where the work requested to be performed will not aggravate, prolong or complicate the illness, injury or disability.

Section 4. Sick Leave for Illness of Member of Immediate Family: Sick leave may also be utilized because of an injury or illness in an employee's family that requires the attendance of the employee in accordance with state and federal law.

Section 5. Retirement: The County agrees to exercise its option under ORS Chapter 238, requesting the Public Employees Retirement System to include the monetary value of 1/2 of the accrued value of the accumulated sick leave of each retiring employee in computing the employee's "final average salary".

Section 6. Bereavement Leave: Members may take up to 2 weeks bereavement leave for the death of immediate family members as defined by Oregon Family Leave Act. Any accrued leave, including sick leave may be utilized for bereavement leave according to state and federal law.

ARTICLE 9- HOLIDAYS

Section 1. Days Observed:

The following shall be recognized as holidays:

New Years Day
Martin Luther King, Jr.
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

In order for an employee to receive the benefits within this section as to specified holidays, he or she must be an employee of the County exclusively, at least ten (10) days prior to the holiday, and be on pay status for the entire day before and day after the holiday.

Personal Holidays: All employees shall be credited January 1st of each year with two (2) personal holidays which must be used within the calendar year. Employees who regularly work a ten-hour day shall be credited with twenty (20) hours; employees who regularly work an eight hour day shall be credited with sixteen (16) hours.

New hires shall be credited a prorated amount based upon the hire date and the remaining portion of the calendar year but must be an employee of the County

exclusively at least six (6) months prior to utilizing personal holiday.

Employees shall give the Sheriff two (2) weeks' notice of intent to utilize a particular day of the personal holiday accrual. Failure to give such notice shall be a basis for denial of the use of the holiday on the date selected. Not more than one (1) employee with the same classification will be allowed to utilize the same day in any one calendar year as a personal holiday.

Personal holidays may not be carried forward from one calendar year to the next calendar year. At the end of each calendar year or upon resignation or retirement, an employee will not receive any compensation for unused personal holidays. However, employees shall not lose their personal holidays if at least two (2) requests for use per holiday have been made and denied. Employees who are terminated or are laid off for any reason shall receive compensation for personal holiday time on the books at the time of termination or layoff.

Section 2. Holiday Work:

Employees who work Monday through Friday, 8 hours a day, and a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. Employees who are scheduled to work 4 /10 hour shifts with either Mondays or Fridays off shall observe the holiday either the preceding scheduled work day or the following work day if the holiday falls on their scheduled day off of Friday or Monday.

ARTICLE 10- VACATION

Section 1. Accrual:

After completing six (6) full months of continuous employment in a full-time status, a new employee shall be credited with twenty-four 24 hours of vacation leave. Thereafter, vacation shall be earned on a monthly basis according to the following schedule:

<u>Years of Continuous Service</u>	<u>Monthly Accrual</u>	<u>Annual Equivalent</u>
1/2 year through 1 year	4.00 hours	6days
2nd through 5th year	8.00hours	12days
6th through 10th	10.00 hours	15 days
11th through 15th	12.00 hours	18 days
16 through (20) years will accumulate additional day for each year of service. (up to 23 days)		

After an accrual of 96 hours, employees are expected to utilize at least one-half of their annual vacation each year. Vacation credits may be accumulated to a maximum of 200 hours through the tenth year of service, and to a maximum of 280 hours from the eleventh year forward.

Section 2. Continuous Employment:

Continuous employment for the purpose of accumulating vacation leave credit shall be service-unbroken by separation from employment with the County exclusively. Layoffs up to 12 months and protected leaves under FMLA/OFLA are not considered breaks in service in applying this Article.

Section 3. Payment in Lieu of Vacation Time:

No employee shall be paid extra wages or salary over and above the regular amount paid, in lieu of annual vacation leave or for working instead of utilizing vacation

time earned, unless he or she has written approval from his or her employer.

Section 4. Scheduling:

Employees shall be permitted to request either a split or single vacation. Employees requesting a vacation of one (1) week or greater should submit a written request for vacation not later than (30) days prior to the start of the requested vacation. If any employee requests a vacation of less than a work week, he/she is not required to give thirty (30) days notice, but should make such request as soon as possible. The County shall have the final determination of vacation time, based on operational needs and the availability of vacation relief.

Section 5. Payment upon Termination:

Upon termination of employment, all accumulated vacation shall be paid.

Section 6. Part-Time Employees:

Part-time employees shall be credited with vacation leave pro rata that amount indicated in Section 1 of this Article that their scheduled work hours compares to the hours of full-time employees.

ARTICLE 11 -PAID AND UNPAID LEAVES

Section 1. Military Leave:

Military, alternative service and Peace Corps leave shall be granted in accordance with Oregon Law and Federal Law.

Section 2. Education Leave:

After completing his or her probationary period, an employee, upon request, may be granted a leave of absence without pay, for educational purposes, at an accredited

school, when it is related to his or her employment. The period of such leave of absence shall not exceed one (1) year, but it may be renewed or extended at the request of the employee, when necessary, upon approval by the County. Employees may also be granted leaves of absence with or without pay, for educational purposes for reasonable lengths of time to attend conferences and seminars that are intended to improve or upgrade the individual's skill or professional ability related to his or her present employment. Any leave provided for under this Section may be granted, provided it does not interfere with the operation of the County.

Section 3. Voting Time:

Employees who are registered electors shall be granted adequate time to vote on any official election day, if, due to a shift or work scheduling, they would otherwise not be able to vote.

Section 4. Witness Duty:

1. An employee required to report for a court appearance arising out of the performance of his or her duties as a peace officer shall be allowed leave of absence with pay, including the time required to travel to the court and return to the employee's regular place for reporting to work, when such attendance and travel is within an employee's scheduled shift.
2. An employee required to report for a court appearance arising out of the performance of his or her duties at a point in time that is more than two (2) hours before the beginning or more than two (2) hours after the end of his or her regular shift, shall be compensated for a minimum of two (2) hours at the rate of time and one/half. In the event the employee is required to appear as a witness

within the provisions of this paragraph and is required to remain longer than two (2) hours, he or she shall be paid at the rate of time and one/half for the number of hours he or she is required to attend, rather than the minimum two (2) hours.

3. An employee required to report for a court appearance out of the performance of his or her duties, at a point in time two (2) hours or less before the beginning or at a point in time two (2) hours or less after the end of his or her regular shift, shall be compensated at the rate of time and one/half for the time elapsed between (a) the reporting time and the beginning of the regular shift, or (b) the end of the regular shift and the time the employee is released from the court appearance, whichever is applicable.
4. Any and all witness fees will be remitted to the County as a condition of receipt of payment from the County.

Section 5. Jury Duty:

An employee shall be granted leave with pay for jury duty when such jury duty requires the employee's attendance during the employee's scheduled shift. The employee shall report for regular duty when the required jury duty does not require the employee's attendance during his or her assigned shift. All jury fees will be remitted to the County as a condition of receipt for County paid time off.

ARTICLE 12-DISCIPLINE and DISCHARGE

Section 1. Disciplinary action shall include but is not necessarily limited to the following: (a) written reprimand; (b) suspension; (c) demotion; and (d) discharge. Discipline will be for just cause. A written reprimand may include notice of suspension, demotion, or disciplinary probation or warning of further disciplinary action which may ensue upon repetition or further cause for disciplinary action. It is not required that such disciplinary action be administered in progressive form in all cases. Disciplinary action may be imposed upon any employee for failing to fulfill his or her responsibilities as an employee. Conduct of an employee which brings discredit upon or hinders the operation of the department may be considered just cause for disciplinary action. Also, the willful giving of false information or the withholding of information in making application for employment or willful violation of departmental rules may be considered just cause for disciplinary action. Any disciplinary action imposed upon employees shall be protested only as a grievance throughout the regular grievance procedure. If the Sheriff or other supervisory employee has reason to discipline one of their employees, they shall make reasonable efforts to impose such discipline in a manner that will not unduly embarrass or humiliate the employee or the public.

Section 2. Probationary Employee: A probationary employee shall be defined as any new hire for the purpose of becoming a regular employee who has not completed eighteen (18) consecutive months of service as a Parole and Probation Officer. It is understood that the probationary period is part of the selection process and allows evaluation of an employee's fitness for regular status. As a result, a probationary employee may be discharged or otherwise disciplined without recourse or appeal.

The eighteen (18) month probationary period is intended for evaluation purposes only and therefore does not affect any of the benefits that are normally earned after completing *six* (6) full months of continuous employment, i.e. Vacation, personal holiday leave, retirement, etc.

Newly promoted employees shall have a six (6) month trial period. If the employee fails to qualify during the trial period, he/she may be terminated-for cause or returned to their former or equivalent position, if available.

Section 3: Discharge: A regular employee shall be discharged only for just cause.

Section 4: Grievances: The protest of any disciplinary action shall be made only through the grievance procedure set forth in Article XIII herein.

Section 5: Certification: If a Parole & Probation Officer fails to obtain the required basic certification for the Oregon Department of Public Safety Standards and Training, such failure shall be just cause for discharge.

ARTICLE 13- GRIEVANCE PROCEDURE

It is recognized that from time to time questions may arise concerning the provisions of this Agreement. To accommodate the amicable and timely resolution of such questions, the parties agree that when the parties to this Agreement disagree as to the respective interpretation or application of the provisions of this Agreement, such disagreement shall be settled according to the terms hereunder provided. Only the Federation or the County may pursue a matter to binding arbitration.

STEP 1 - Grievance Submitted to Supervisor:

After first attempting to resolve the grievance informally, the aggrieved party shall refer the grievance, in writing, to the employee's immediate supervisor, copy to the Federation, within fifteen (15) calendar days of the occurrence or the employee's demonstrated first knowledge of the grievance. The notice shall include:

1. A statement of the grievance and relevant facts;
2. Applicable provisions of the contract alleged to have been violated; and
3. Remedy sought.

The supervisor shall attempt to resolve the grievance and shall furnish a written reply to the employee, copy to the Federation, within fifteen (15) calendar days from the receipt of the grievance.

STEP 2 - Grievance Appealed to Sheriff:

If the grievance is not resolved in Step 1 above, the grievance shall be referred in writing to the Sheriff within fifteen (15) calendar days from the issuance of the written reply in Step 1. The Sheriff shall investigate the particulars of the grievance and shall furnish a written reply within fifteen (15) calendar days of receipt, to the grievant, copy to the Federation.

STEP 3a - Grievance Referred to Board of County Commissioners:

If the grievance is not resolved in Step 2 above, it shall be referred to the Board of County Commissioners, in writing, within fifteen (15) calendar days after completion of Step 2 procedures.

The written notice shall contain the items required in the notice specified in Step 1 and state the areas of agreement and disagreement with the Sheriff's response. The Board of County Commissioners or its designee may consider the matter and shall make a recommendation to the Sheriff with a copy to the Federation for resolution of the grievance within twenty-one (21) calendar days of the date that the grievance is submitted to them. The Sheriff shall render a written decision to the grievant with a copy to the Federation on the matter within fifteen (15) calendar days after receipt of the recommendation from the Board of County Commissioners.

STEP 3b - Grievance Against the Federation:

Any grievance which the County may have against the Federation shall be reduced to writing and submitted no later than fifteen (15) calendar days after having been made reasonably aware of the issue, to the President of the Federation. The Federation President shall make an investigation of the relevant facts and shall, within fifteen (15) calendar days, provide a written decision and the reasons therefore.

STEP 4 - Appeal to Arbitration:

In the event the decision at Step 3 is not satisfactory to the Federation or the County, either party within fifteen (15) calendar days may request from the State Employment Relations Board a list of seven (7) arbitrators. Such request shall also be copied to the other party. The parties shall select an arbitrator from the list by such method as they may jointly elect, or if they are unable to agree, then by the method of alternative striking of names under which the aggrieved party shall strike the first name objectionable to him or her and the responding party involved shall strike a name objectionable to it. The final name left on the list shall be the arbitrator. Nothing in this

section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list.

The arbitrator's decision shall be final and binding, but he or she shall have no power to alter, modify, add to or detract from the terms of this Agreement. His or her decision shall be within the scope and terms of this Agreement. The arbitrator shall be asked to submit his or her decision within sixty (60) days from the date of the hearing. His or her decision may also apply retroactively, but is limited to the date of the original filing of the grievance and shall state the effective date.

The arbitrator's fee shall be borne by the losing party. The County and the Federation shall assume individual liability for the cost of their representatives and preparation of their respective cases. All meetings and hearings under this procedure shall be kept informal and private, and shall include only such persons at interest and/or designated representatives as referred to in this procedure.

Any time limits specified in the grievance procedure may be waived only by mutual written agreement of the parties.

Failure by the Federation to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. A grievance may be terminated at any time upon receipt of a signed statement from the Federation that the matter has been resolved.

Failure by the County to respond to a grievance within the time limits specified herein shall constitute the County's rejection of the grievance at that step and allow the grievance to be pursued by the Federation at the next step. The Federation shall not be

required to pursue to binding arbitration any grievance which, in its sole determination, lacks merit.

ARTICLE 14- COMPENSATION

Section 1. Wages:

Effective July 1, 2021 Federation members shall receive a 3.0% cost of living increase in accordance Schedule "A" which is made a part of this Agreement by this reference.

Effective July 1, 2022 Federation members shall receive a 3.0% cost of living increase.

Effective July 1, 2023 Federation members shall receive a 3.0% cost of living increase.

Section 2. Step Advancement:

It is the intent of the parties to achieve and sustain maximum productivity per employee during the term of this agreement. In return to the County for the wage rate and compensation herein provided and consistent with the principal of a fair day's work for a fair day's pay, the Union pledges its agreement with the objective of achieving the highest level of employee performance and efficiency consistent with safety, good health and sustained effort. Employees will generally be eligible for step increases on their anniversary date. Step increases will be granted on the basis of satisfactory performance, as determined through evaluation. In the event a step increase is to be

denied, the employee will receive written notice ninety (90) days prior to their anniversary date. This notice shall consist of the reason(s) why the increase is being denied and the action necessary, if any, to earn the increase. The employee will be re-evaluated at the end of the ninety (90) day period.

If the denial is claimed to have been made arbitrarily or unreasonably, that issue may be submitted for grievance.

Section 3. Pay Period:

Wages for all employees shall be in accordance with Schedule "A" Wages. Employees shall be paid twenty-four (24) times/year. Pay periods shall be computed twice monthly, with the first period running from the first day of the month through the fifteenth day of the month. The second pay period shall be computed from the sixteenth day of the month through the last day of the month. The employee's salary for the first pay period shall be paid by noon on the twenty-third (23rd) day of the month and the salary for the second pay period shall be paid by noon on the eighth (8th) day of the following month. In the event the eighth or the twenty-third falls on a Saturday, Sunday or holiday, the employee shall be paid on the last working day before the eighth or the twenty-third.

Section 4. Certification Pay:

Employees who possess an intermediate or advanced DPSST certification shall receive respectively additional premium of four (4) percent or eight (8) percent of base pay per month.

Section 5. Longevity Pay:

1. Longevity pay shall be awarded in the amount of 2.5% increase after fifteen (15) years in the department and additionally 2.5% increase for each five (5) years of

longevity thereafter up to 30 years.

2. Longevity pay increases shall become effective at the start of the payroll period following the anniversary date of employment.

Section 6. Call-Out:

A call-out is defined as a County initiated and unanticipated return to duty of an employee which begins after release from a regular shift and before the start of the employee's next shift.

Any employee called-out to work by their supervisor, outside his or her regularly scheduled shift shall be compensated for a minimum of two (2) hours of work at a rate of time and one/half. Employees are not engaged to wait. However, if an officer takes a phone call at home requiring a detainer be sent, the employee will be paid a minimum of 30 minutes at time and one/half or actual time spent at time and one/half at quarter hour intervals.

Section 7. Bilingual Incentive:

Employees demonstrating proficiency in reading, writing and speaking Spanish as a second language, shall be compensated for this additional skill at one hundred twenty-five dollars (\$125.00) per month, upon successful completion of a proficiency exam by the Sheriff.

Section 8. Trainer Pay:

Employees who complete DPSST certification as Certified Field Training officers shall received two hundred, (\$200) per month during periods in which they are specifically assigned to perform training.

Section 9. Retirement

The employer shall continue to "pick-up" the employee's contribution according to the Administrative Rules pursuant to PERS Statutes.

Effective July 1, 2018 the County shall deem Parole and Probation Officers as police for PERS purposes.

ARTICLE 15-OVERTIME

Section 1. Overtime:

The Sheriff or one of his or her supervisors, whenever in their judgment they deem it necessary, because of emergency or for the purpose of efficiency, economy, or otherwise, may require one or more employees to work overtime on any day, at any hour, and for so long a period of time as they specify. An employee shall be compensated at the FLSA applicable rate of time and one/half for work under the following conditions, but in no event shall such compensation be received twice for the same hours:

- a. All hours worked in excess of forty (40) hours in any work week. Paid leave shall be counted as hours worked.

Section 2. Form of Compensation:

Overtime compensation shall be in the form of compensatory time off or in cash, if approved by the Commander, as follows:

- a. Employees shall be allowed to accumulate overtime to a maximum of one hundred sixty (160) hours of compensatory time.
- b. If an employee has reached the maximum 160 hours of unused compensatory accruals, the employee must use a minimum of one third (1/3) the accrued and unused compensatory time, (leaving no more than 107

hours), before the employee may use accrued and unused vacation leave or other qualifying accrued and unused paid leave available to the employee.

- c. All accumulated compensatory time in excess of one hundred sixty (160) hours shall be paid in cash at the end of the month ("second pay period") following the date the overtime was worked.

The County shall pay an employee for accumulated compensatory time upon termination or ending of employment.

ARTICLE 16-BENEFITS

Section 1. Medical Insurance:

Effective July 1, 2018 through June 30, 2021 the

County shall contribute 85% of the premiums for the full time employee and/or employee and dependents the employee shall contribute 15% of premiums.

(Note: The County does not provide dual or double coverage for an employee whose spouse is also covered under a County medical plan.)

The County shall make available to employees, 30 days in advance of each contract year, a choice of health plans unless the Benefit and Fact Finding Committee recommends a single plan. The County will not voluntarily change insurance carriers or benefit levels without first arranging to meet with the Education and Fact Finding Benefit Committee member volunteers and elected union officers to consider alternative plans and/or benefit levels. The Committee will make recommendations to the Board of Commissioners.

Section 2. Dental Insurance: The County shall provide dental insurance coverage for full time employees. The County shall contribute a maximum of \$100.00 per month for full family coverage.

Section 3. Life Insurance: The County shall provide employees with Life insurance coverage for each employee in the amount of ten thousand dollars (\$10,000).

Section 4. Worker's Compensation:

All employees will, in accordance with applicable statute, be insured under the Worker's Compensation Law. Employees may utilize any accrued leave for the first three calendar days if the period of temporary disability is for less than 14 calendar days (for non-hospitalized injuries). During the period of temporary total disability, the County will continue to contribute towards the cost of medical, dental, and life insurance as though the employee were working.

An employee who has sufficient sick or other leave accumulated and who is eligible for workers' compensation payments shall receive, at the employee's option, prorated sick leave payments equal to the difference between their workers' compensation payment and their net salary.

ARTICLE 17- STRIKES AND LOCKOUTS

During the term of this Agreement and any extension thereof, there will be no strikes, no work slowdowns, nor any other concerted interruptions of County service by the employees, actual or constructive, or lock out, actual or constructive, by the County. Employees in the bargaining unit, while acting in the course of their employment, shall

not honor any picket line established by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action may be taken by the County against any employee or employees engaged in a violation of this Article.

There shall be no lockouts by the County, actual or constructive, as long as this Agreement is in effect. The Federation and the County agree to take immediate action to terminate any violation of the provisions of this Article.

ARTICLE 18- CONTRACT WORK

The County reserves the right to contract or sub contract out work in accordance with Oregon Statutes. The parties agree that the Federation does not waive PECBA bargaining rights.

ARTICLE 19- SAFETY COMMITTEE

Section 1:

An employee shall be selected by the Association to serve, and shall serve, as a member of the County Safety Committee. The employee shall be compensated at their regular rate for all time spent performing Safety Committee work.

ARTICLE 20- SAVINGS CLAUSE

Section 1:

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the court's decision, and the remainder of this Agreement shall not be affected thereby;

and, upon issuance of such a decision, the County and the Federation will enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement.

ARTICLE 21-DURATION AND TERMINATION

Section 1. Duration:

This agreement shall be effective from July 1, 2018 and shall remain in full force and effect until June 30, 2021. After becoming effective, this agreement shall not be modified in whole or in part by the parties except by instrument, in writing, duly executed by both parties.

Section 2. Termination:

This agreement shall be renewed from year to year after June 30, 2021 and shall be binding for an additional period of one (1) year unless either the County or the Federation provides written notice to the other not later than December 1, 2020 of its desire to modify the agreement for a successive term or to terminate the agreement. The agreement shall remain in full force and effect during the period of negotiations for a successor agreement.

ARTICLE 21 – DURATION AND TERMINATION

Section 1. Duration:

This agreement shall be effective from July 1, 2021 and shall remain in full force and effect until June 30, 2024. After becoming effective, this agreement shall not be modified in whole or in part by the parties except by instrument, in writing, duly executed by both parties.

Section 2. Termination:

This agreement shall be renewed from year to year after June 30, 2024 and shall be binding for an additional period of one (1) year unless either the County or the Federation provides written notice to the other not later than December 1, 2023 of its desire to modify the agreement for a successive term or to terminate the agreement. The agreement shall remain in full force and effect during the period of negotiations for a successor agreement.

FOR HOOD RIVER COUNTY	FOR THE FEDERATION
DocuSigned by: <u>Michael J. Bates</u> <small>529AEEB29255471...</small> Commissioner, Chair Date: <u>9/20/2021</u>	Federation President Date: <u>8-18-21</u>
DocuSigned by: <u>Karen Joplin</u> <small>05C0B99674DA4C6...</small> Commissioner Date: <u>9/20/2021</u>	<u>Juan Am</u> Negotiating Team Date: <u>8-18-21</u>
DocuSigned by: <u>Walt B. [Signature]</u> <small>E90F71F41D8C40F...</small> Commissioner Date: <u>9/20/2021</u>	Negotiating Team Date: <u>8-18-21</u>
DocuSigned by: <u>Robert Benton</u> <small>A10B400D2A3C4B0...</small> Commissioner Date: <u>9/20/2021</u>	Federation Representative Date: <u>8-18-21</u>
DocuSigned by: <u>Les Perkins</u> <small>4E78BC97C4B841C...</small> Commissioner Date: <u>9/20/2021</u>	 Federation Representative Date: <u>8-18-21</u> <u>Juan Am</u> <u>8/18/21</u>

SCHEDULE "A"

CLASSIFICATION PLAN FOR PAROLE & PROBATION FY 2017-2018

	MONTHLY	SEMI-MONTHLY	ANNUALLY FY 16/17 COLA 1.2%	ANNUALLY FY 17/18 COLA 2.5%	HOURLY
STEP					
PAROLE & PROBATION I					
Step 1	3561.66	1780.83	41,697.54	42,739.95	20.55
Step 2	3658.79	1829.39	42,834.64	43,905.47	21.11
Step 3	3739.47	1869.74	43,779.22	44,873.70	21.57
Step 4	3839.34	1919.67	44,948.35	46,072.06	22.15
Step 5	3928.23	1964.12	45,989.06	47,138.79	22.66
Step 6	4030.82	2015.41	47,190.10	48,369.86	23.25
Step 7	4129.29	2064.64	48,342.90	49,551.48	23.82
Step 8	4230.52	2115.26	49,528.05	50,766.25	24.41
Step 9	4331.72	2165.86	50,712.77	51,980.59	24.99
Step 10	4441.15	2220.58	51,994.00	53,293.85	25.62
PAROLE & PROBATION II					
Step 1	4030.82	2015.41	47,190.10	48,369.86	23.25
Step 2	4129.29	2064.64	48,342.90	49,551.48	23.82
Step 3	4230.52	2115.26	49,528.05	50,766.25	24.41
Step 4	4331.72	2165.86	50,712.77	51,980.59	24.99
Step 5	4441.15	2220.58	51,994.00	53,293.85	25.62
Step 6	4546.46	2273.23	53,226.84	54,557.51	26.23
Step 7	4666.84	2333.42	54,636.18	56,002.08	26.92
Step 8	4772.15	2386.07	55,869.02	57,265.74	27.53
Step 9	4902.09	2451.05	57,390.35	58,825.11	28.28
Step 10	5012.86	2506.43	58,687.19	60,154.37	28.92