

**AGREEMENT**

**BETWEEN**

**DESCHUTES COUNTY**

**AND**

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



**Term of Contract**

**July 1, 2023 – June 30, 2026**

**Contract No. DC 2023-668**

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

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## **PREAMBLE**

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

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

## **ARTICLE 1 – RECOGNITION**

### **Section 1**

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

## **ARTICLE 2 – FEDERATION SECURITY**

### **Section 1 – Federation Representative**

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

### **Section 2 – Conducting Federation Business**

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

### **Section 3 – Notice to County of Officers and Stewards**

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

### **Section 4 – Federation Postings**

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

### **Section 5 – Federation Meetings**

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

### Section 6 – Negotiations Between the Parties

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

### Section 7 - Payroll Deduction of Federation Dues

- A. The County agrees to deduct the regular Federation membership dues from the pay of those individuals who request deductions in writing. The amount to be deducted shall be certified to the County by the Federation’s Treasurer, and the aggregate deduction shall be remitted monthly together with an itemized statement to the Federation no later than the tenth day of the month following the month for which the deductions were made. This section shall not apply where circumstances exist beyond the control of the County, which cause a delay in meeting the above dates.
- B. The written request for dues deduction is not terminated when an employee is placed on any type leave, disciplinary suspension, or placed on layoff status. The County shall deduct Federation dues commencing with the first paycheck following the employee’s return to paid status.
- C. The County will not withhold from the wages of an employee who is not a Federation member any fee or other payment on behalf of, or for the benefit of, the Federation, unless the employee first clearly and affirmatively consents to such withholding in writing.
- D. The Federation shall indemnify and save the County harmless against any and all claims, damages, suits, or other forms of liability, which may arise out of any actions taken or not taken by the County for the purpose of complying with the provisions of this article.

### Section 8 – List of Changes to Bargaining Unit

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

### Section 9 – Federation Use of County Facilities

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

### Section 10 – County to Inform New Employees of Federation Status

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

## **ARTICLE 3 – MANAGEMENT RIGHTS**

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

Any of the rights, powers, authority and functions the County had prior to the negotiation of this Agreement are

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

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

#### **ARTICLE 4 – NON-DISCRIMINATION**

##### **Section 1 – Non-Discrimination Agreement**

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

##### **Section 2 – Equal Application**

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

#### **ARTICLE 5 – PROBATIONARY EMPLOYEES**

##### **Section 1 – Probationary Period**

Each new employee who, as of date of hire, does not have Parole and Probation certification from the Department of Public Safety Standards and Training (DPSST) shall serve a probationary period of eighteen (18) months, unless extended by mutual written agreement. All new employees in possession of a valid Parole and Probation certification from DPSST as of their date of hire shall serve a probationary period of twelve (12) months unless extended by mutual written agreement.

##### **Section 2 – Probationary Evaluations**

(12) Each new employee shall be evaluated at least twice during their probationary period, at six (6) months and twelve (12) months. New employees serving an eighteen (18) month probation shall also be evaluated at eighteen (18) months, unless modified by mutual agreement between the employee and their Department Head. If an employees' performance is not satisfactory, they shall be given notice of the areas of their deficiencies.

Regardless of the duration of a new employee's probation under Section 1, they shall advance to the next step of their pay range upon satisfactory completion of twelve (12) months of probation and upon receipt of an overall "effective, meets standards" rating or better on their 12-month performance evaluation. However, new employees serving a period of probation longer than 12 months shall remain "probationary employees" and shall be considered as such for all purposes (including, without limitation, discipline and termination) until they have successfully completed their full probationary period.

##### **Section 3 – Termination**

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

Section 4 – Discipline Not Subject to Grievance Procedure

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

Section 5 – Duty Weapon

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

**ARTICLE 6 – DISCIPLINE AND DISCHARGE**

Section 1 – Provisions of Just Cause

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

Section 2 -- Discipline

Discipline shall consist of one of the following:

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

Section 3 – Administering Discipline

Discipline shall be administered in accordance with ORS 236.350 to 236.370 and in a manner which will not unduly embarrass the employee, consistent with the circumstances involved.

Section 4 – Employee Right to Representation

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

Section 5 – Administrative Leave

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

**ARTICLE 7 - GRIEVANCE PROCEDURE**

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

Step I: Any employee claiming a breach of any specific provision of this Agreement may refer the matter, in writing, to their immediate supervisor outside the bargaining unit within fourteen (14) calendar days from the occurrence thereof, or the employee's knowledge of the facts thereof. The grievance shall, at minimum, specify the article and section of the contract alleged to have

been violated and the requested remedy. The employee shall provide a copy of the written grievance to the Federation. The supervisor shall respond to the grievance in writing as quickly as possible, but no later than fourteen (14) calendar days after the grievance is filed.

**Step II:** If after proceeding through Step I above, the grievance remains unresolved, the grievance may be submitted to the Department Head no later than fourteen (14) calendar days from the date of the Step I response, along with a written statement as to why the supervisor's Step I response does not adequately resolve the grievance. The Department Head shall meet with the aggrieved party, who may request a Federation representative at the meeting. The meeting between the Department Head and the aggrieved party shall be within fourteen (14) calendar days of the Department Head's receipt of the written grievance. The Department Head shall respond to the grievance in writing within fourteen (14) calendar days of such meeting.

**Step III:** If, after the Department Head issues their Step II written response, the grievance remains unresolved, the grievance may be submitted in writing to the County Administrator no later than fourteen (14) calendar days from the date of the Step II response. The County Administrator shall respond to the grievance in writing within fourteen (14) calendar days from the date the grievance is submitted to the County Administrator.

**Step IV:**

If, after the County Administrator issues their Step III written response, the grievance still remains unresolved, the Federation will have fourteen (14) calendar days from the County's Step III response to serve notice, in writing, to the County Administrator of its intent to submit the grievance to final and binding arbitration. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator within fourteen (14) calendar days of submitting the grievance to arbitration, the arbitrator shall be chosen in the following manner:

- a. Either party may request a list of five (5) names of arbitrators whose principal business address is in the state of Oregon from the Oregon State Conciliating Service. Within five (5) calendar days of the receipt of the list, the parties shall alternately strike names from the list until one name remains, and the remaining person on the list after the strikes have been completed shall serve as the arbitrator. The party striking the first name shall be determined by a coin flip.
- b. The arbitrator shall hold a hearing promptly and shall issue a decision within thirty calendar (30) days of the hearing. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions of the issues submitted. The powers of the arbitrator shall be limited to determining if the Agreement has been violated; they shall have no authority to alter, modify, vacate or amend any of the terms of the Agreement.
- c. The cost of the arbitrator and court reporter (if the court reporter is requested by both parties) shall be borne by the losing party. Each party shall be responsible for costs of presenting its own case to arbitration.
- d. Each party shall be responsible for compensating its own representative and witnesses at any step of this procedure.
- e. A grievant exercising their rights to pursue a grievance through this procedure may do so

without discrimination and without loss of pay if meetings or conferences as called for herein occur during the employee's regularly assigned duty time.

- f To the extent allowable by law, all information relative to a grievance and resolution accomplished via the grievance procedure shall be considered exempt from public disclosure in an effort to assure confidentiality to the employee.
  - g If the parties agree in writing, Steps I and II may be waived. Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. Failure to submit the grievance in accordance with these time limits without such a waiver shall constitute abandonment of the grievance. Failure by the County to submit a reply after knowledge of the grievance by the party responsible for the reply within the specified time will move the grievance to the next step in the grievance procedure. A grievance may be terminated at any time upon receipt of a signed statement from the Federation.
- C. If the last day of any period calculated pursuant to this Article falls on a weekend or holiday observed by the County, the last day of such period shall be extended to the next business day.

## **ARTICLE 8 – SALARY ADMINISTRATION**

### **Section 1 – Pay Period and Pay Day**

- A. Deschutes County has historically defined its pay period as the first day of the month through the last day of the same month, with payment for that period made on the last business day of the month. As a result, there is no lag time to process payroll and employees are required to project future hours for time-keeping purposes.
- B. Effective April 1, 2023, the pay period will run from the twenty-second day of the month through the twenty-first day of the following month, with payment of wages for each pay period to be made to employees on the last workday of each month. If the last day of the month falls on a holiday or a weekend, payday for that pay period will be the last workday preceding the holiday or weekend.

The County shall have the option to make additional changes at its discretion, subject to the notification period and transition plan outlined in paragraph E herein.

- C. Deschutes County has historically paid non-exempt employees a monthly salary. Deschutes County shall have the option to change this practice and pay non-exempt employees for actual hours worked.
- D. To change the pay period and to pay for actual hours worked, County may need to implement changes to Deschutes County policies and/or personnel rules. If a change to policy or personnel rules is reasonably necessary in order for the County to change the pay period and/or to allow County to pay non-exempt for actual hours worked, the Federation agrees not to demand to bargain these changes.
- E. Deschutes County will provide employees with at least 90-days' notice before changing the pay period or changing pay to actual hours worked. County will also develop a transition plan to assist employees with transitioning to a new pay period. The transition plan will include, at a minimum:

providing budgeting classes to employees and allowing employees to sell back additional TML as necessary to make up for a shortened pay period during the transition.

**Section 2 – Performance Appraisals and Merit Increases**

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

**Section 3 – Longevity Pay**

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

\$92.50	FY 23/24
\$95.00	FY 24/25
\$97.50	FY 25/26

**Section 4 – Translator Pay**

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

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

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

The County retains the right and total discretion to choose the positions to which the additional compensation is granted, and to determine such test or other certification process that must be successfully completed for an

employee to qualify as bilingual for purposes of this section.

Section 5 – Professional Certification

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

Intermediate	\$300.00
Advanced	\$450.00

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

Section 6 – Instructor Pay

Employees assigned as Defensive Tactics, Firearms, Core Correctional Practices, or CPR instructor shall be compensated \$125.00 per month. It is understood these assignments are discretionary appointments by the Department Head. Employees assigned as CPR instructors as referenced in this Section 6 shall receive instructor pay only for the months during which they provide such instruction.

Section 7 – Field Training Officer

Employees assigned as Field Training Officers (FTO’s) shall receive compensation of \$500.00 monthly during the time they are actually performing the duties. While performing such duties, the employee assigned as an FTO shall be responsible for the caseload of the trainee whom the FTO is training, including coverage of the trainee’s caseload when the trainee is attending the DPSST Academy. Such FTO duties shall be in addition to the caseload and other duties regularly performed by the employee assigned as an FTO. If the employee assigned as an FTO only performs FTO duties for a portion of a given calendar month, the amount received shall be pro-rated on a weekly basis, with the employee receiving compensation for each week in which they perform a minimum of 5 hours of FTO duties. Management may, in its sole discretion, waive the 5-hour requirement for any week. For purposes of this section, a week starts on Sunday and ends on Saturday, and the pro-rated weekly compensation shall be \$125.

Section 8 – Hearings Officer

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

**ARTICLE 9 – CALL BACK TIME AND AFTER HOURS CALLS**

Section 1 - Call Back

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

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

## Section 2 - Compensation for After-hours Calls

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

- A. Calculation of Compensation for After-Hours Calls. Adult parole and probation officers who take and respond to after-hours calls will be compensated as follows:
1. For a compensable event lasting thirty (30) minutes or less, the officer will be compensated for forty-five (45) minutes of straight time (as either pay or time off).
  2. For a compensable event lasting more than thirty (30) minutes, the officer will be compensated for the actual minutes worked, at time-and-a-half (as either pay or time off).

For purposes of calculating compensable time for after-hours calls, an after-hours call or a series of after-hours calls taken without at least a thirty (30) minute interval between calls, will constitute one compensable event. This is the case regardless of whether the calls come from separate individuals or agencies, and whether the calls relate to the same or separate matters. Once a thirty (30) minute interval has passed without a call, the next call thereafter shall commence a separate compensable event.

All after-hours call compensation will be calculated based upon the officer's current pay step. The officer will have the option of taking compensation as pay or as after-hours call leave.

- B. When adult parole and probations officers are not working a scheduled shift and are away from County offices or facilities, they will normally make themselves available to receive after hours calls when practicable. Employees must take and respond to after-hours calls in order to receive compensation pursuant to this Section. Compensation will not be granted merely for listening to messages or reviewing text or e-mail messages from law enforcement or partner agencies, although it will be granted for activities undertaken in response to such messages when such activities cannot wait until the employee's next scheduled shift or by another employee on the next business day.
- C. Adult parole and probation officers are not entitled to receive compensation under this Section for calls received at any time during scheduled work shifts.
- D. Compensation granted pursuant to this Section is the sole form of compensation available to adult parole and probation officers for taking and responding to after-hours calls. Employees are not entitled to overtime pay or compensatory time-off in lieu of overtime, as otherwise available pursuant to Article 11, for taking and/or responding to after-hours calls.

## **ARTICLE 10 – HOURS OF WORK**

### **Section 1 – Work Week**

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

### **Section 2 – Work Schedules**

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

### **Section 3—Changes in Work Schedule**

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

### **Section 4 -- Rest Breaks**

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

### **Section 5 – Meal Periods**

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

### **Section 6 – No Guarantee of Hours**

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

## **ARTICLE 11 – OVERTIME AND COMPENSATORY TIME**

### **Section 1 – Overtime Pay**

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

### Section 2 – Compensatory Time

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

### Section 3 – Authorization for Overtime

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

### Section 4 – Equal Overtime Opportunities

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

### Section 5 – Employee's Choice of Overtime Compensation Method

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

### Section 6 - Maximum Accumulation

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

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

### Section 1 – Work Out of Classification Pay

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

### Section 2 – Lead Pay

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

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

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

### Section 3 – Reclassification

If an employee believes that they are working significantly outside their classification, they may request that their job be reviewed for a reclassification. Requests for reclassification review must be made through the employee's Department Head. In the event a reclassification is approved by the County Administrator, it will be retroactive to the 1<sup>st</sup> of the month following the day the reclassification request was presented by the Department Head to Human Resources.

## **ARTICLE 13 – VACANCIES**

### Section 1 – Process For Filling Vacancies

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

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

### Section 2 – Non-Selection Not Grievable

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

### Section 3 – Applicability of Procedure

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

## **ARTICLE 14 – PERFORMANCE EVALUATIONS**

### **Section 1 -- Process**

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

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

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

### **Section 3 – Work Plan**

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

## **ARTICLE 15 – PERSONNEL FILE**

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

At the end of eighteen (18) months, and upon an employee's request, any record of non-economic disciplinary action appearing in the employee's personnel file shall be removed provided that there was no subsequent disciplinary action taken against the employee during the intervening period of time. At the end of thirty-six (36) months, and upon an employee's request, any record of disciplinary action appearing in the employee's personnel file shall be removed provided that there was no subsequent disciplinary action taken against the employee during the intervening period of time. Employees who are the subject of a pending disciplinary investigation may not request to have records of disciplinary action purged pursuant to this Article until the investigation is concluded. Purged disciplinary records will be maintained in a separate, sealed file in accordance with public records retention laws.

## **ARTICLE 16 – LONGEVITY AND LENGTH OF SERVICE**

### **Section 1 – Determining Length of Service**

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

Section 2 – Determining Longevity

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

Section 3 – Determining Seniority

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

Section 4 – Pro-ration

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

Section 5 – Termination of Length of Service/Longevity

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

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

Section 6 – Time Off

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

**ARTICLE 17 – SENIORITY AND LAYOFF**

Section 1 – Determining Seniority

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

Section 2 – Seniority List

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

Section 3 – Loss of Seniority

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

Section 4 – Layoffs

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

**Section 5 – Recalling Laid Off Employees**

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

**Section 6 – Recall Procedures**

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

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

**ARTICLE 18 – HOLIDAYS**

**Section 1 – Paid Holidays**

The following shall be recognized as paid holidays:

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

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

**Section 2 – Compensation for Holidays**

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

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

### Section 3 – Holiday Work as Overtime

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

### Section 4 – Time Off Credit for Holidays

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

### Section 5 – Floating Holidays

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

## **ARTICLE 19 – TIME MANAGEMENT**

The specific application of this section will be governed by the Time Management Program. (Appendix A of this Agreement). Time Management Leave offered to full and part-time regular employees as articulated in this article and Appendix A (“Time Management – Federation”) represent substantially equivalent paid sick time benefits in compliance with the Oregon Paid Sick Time Law (OPST) as defined by ORS 653.601 through 653.661. Rules for employee accrual and use of paid time under OPST will be consistent with applicable current and future County policies.

### Section 1 – Eligibility

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

### Section 2 – Leave Accrual

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

### Section 3 – Employee Transfers

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

### Section 4 – Payment Upon Separation

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

### Section 5 – Leave Scheduling

Department Heads shall establish staffing schedules to provide for requested leave for employees annually, and employees are to take leave at the time scheduled. A record of time taken shall be kept on file in the department. Such schedules may be amended to meet work emergencies. In establishing regular schedules, Department Heads

shall give due consideration to the desires of individual employees while weighing the work requirements of the department. Whenever possible, longevity shall prevail where there is a conflict between two or more employees wanting the same time off for vacation purposes.

**Section 6 – Mandatory Leave**

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

**ARTICLE 20 – RELIEF COVERAGE**

**Section 1 – Arranging for Coverage**

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

**Section 2 – Extended Absences**

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

**ARTICLE 21 – SICK LEAVE**

**Section 1 – Notification**

When an employee is physically unable to perform duties because of illness or injury, the employee shall notify their immediate supervisor as soon as possible prior to the beginning of their shift. If an employee takes more than three consecutive scheduled workdays of time management leave due to illness or injury, the employee's immediate supervisor or other superior may require the employee to provide verification from an attending physician of the need for such leave. Should the employee be required to obtain such verification after returning to work from a period of illness or injury, the employee shall schedule an appointment for that purpose as promptly as possible and will make reasonable efforts in good faith to schedule such an appointment outside of their typical work hours. The County shall be responsible for reasonable expenses associated with obtaining physician verification, including lost wages that are not otherwise covered under the employee's health benefits plan.

**Section 2 – Usage**

Sick leave shall be used only for the following:

1. Medical or dental care.
2. Exposure to contagious disease under circumstances by which the health of fellow employees or the public would be endangered.
3. Leave for family member illness in accordance with state and federal Family Medical Leave laws.
4. Leave for childbearing is treated as a medical condition and is covered by sick leave with pay.
5. Maternity and paternity leave to be granted in accordance with state and federal law.

**Section 3 – Employee Transfer**

See Article 19, Section 3.

#### Section 4 – Leave Without Pay

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

#### Section 5 – Bereavement Leave

Employees will be granted up to three (3) full-day shifts of bereavement leave at their base rate of pay in the event of the death of an immediate family member of the employee if the deceased person resided within the State of Oregon. An employee shall be granted up to five (5) full-day shifts of bereavement leave at their base rate of pay in the event of death in the immediate family of the employee if the deceased person resided outside of the State of Oregon. The above leave shall be credited against OFLA approved protected bereavement leave, which allows for up to two (2) weeks of protected leave to attend the funeral of an immediate family member and make arrangements necessitated by the death of an immediate family member as defined in the statute. In the event the death of an immediate family member causes the employee to need additional time away from work, the employee may use accrued time management leave.

For the purposes of this Section 5, "bereavement leave" is defined as leave utilized by employees in order to attend the funeral of an immediate family member and make arrangements necessitated by the death of an immediate family member, and "immediate family" is defined as spouse, same-sex domestic partner (as defined by Oregon law), parent, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, and any member of the employee's immediate household.

#### Section 6

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

### **ARTICLE 22 – LEAVES OF ABSENCE**

#### Section 1 – Jury Service

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

#### Section 2 – Accrual of Leave Pay

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

#### Section 3 -- Family Medical/Parental Leave

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

#### Section 4 – Military Leave

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

#### Section 5 -- Educational Leave

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

#### Section 6 – Leave to Attend Conferences/Trainings

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

#### Section 7 – Witness Leave

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

#### Section 8 – Special Leave

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

#### Section 9 – Authority to Grant Leave

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

#### Section 10 – Exhaustion of Accrued Leave Required

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

## **ARTICLE 23 – HEALTH AND WELFARE**

### **Section 1 – Health Insurance**

Health Insurance is to include the following:

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

### **Section 2 – Other Insurance**

Other insurance is to include the following:

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

### **Section 3 – IRS 125 Plan**

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

### **Section 4 – Extension of Insurance Benefits to Retired Employees**

The County will provide insurance benefits at the same level and under the same conditions as a regular full-time employee, to retired County employees collecting PERS who have worked for Deschutes County for thirty continuous years or more on a full-time basis. This benefit will be provided until the employee reaches the age of sixty-five (65) or until eligible for Medicare.

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

### **Section 5 – Eligibility for Benefits**

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

### **Section 6 – Worker’s Compensation Subsidy**

If an employee suffers an injury that is compensable by Worker’s Compensation, the County shall make up the difference between the employee’s regular pay and the amount of the employee’s worker’s compensation benefits, subject to the following conditions:

1. The injury must be the direct result of an offender's attempt to flee, the employee's involvement in an actual or threatened use of force event, or the employee's active participation in a use-of-force training exercise.
2. As result of the injury, the employee must be unable to return to work to perform any available task, including any light duty assignment.
3. County's obligations under this section do not commence until three days after the first day the employee misses work because of the injury.
4. County's obligations under this section terminate after the ninetieth (90<sup>th</sup>) day of work missed.
5. For purposes of calculating any period herein, a partially missed day of work shall constitute a missed workday.
6. County's obligations under this section shall be conditioned upon County's receipt of documentation from the employee's treating physician setting forth (a) the specific physical limitation(s) resulting from the injury, and (b) the anticipated duration of any such restriction(s).
7. County reserves the right to request additional documentation from the employer's treating physician from time to time, as reasonably necessary to confirm the employee's physical restrictions and anticipated duration of such restrictions.

**Section 7** -- Employee Benefits Advisory Committee (EBAC)

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

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

**Section 8 – Cost of Health Benefits** A health benefits plan document shall be adopted annually by the County following a review by the Employee Benefits Advisory Committee. The per FTE cost of providing the health benefits called for in this plan shall be determined by an actuarial valuation for both a composite rate and a tiered system. The County shall annually, as part of the budget adoption process, establish an employee premium contribution. Monthly employee health insurance premium contributions shall be no greater than nine-point five percent (9.5%) of the per FTE cost as calculated by the composite rate. The County reserves the right to establish a tiered system for premium contributions under which different contribution rates may be established for a single employee, employee and spouse/same sex domestic partner, employee and child(ren), or full family benefits. If the County establishes a tiered system for premium contributions, the monthly employee health insurance premium contributions shall be no greater than nine-point five percent (9.5%) of the respective tier cost for the relevant enrollment tier.

The employee health insurance monthly premium contribution shall not exceed \$170.00 per month during the first year of this Agreement. Effective July 1, 2019, and for all subsequent years of this Agreement, the employee health insurance monthly premium contribution shall not exceed \$190.00 per month.

**ARTICLE 24 – RETIREMENT**

The County shall be a participant in the Public Employees Retirement System (PERS)/Oregon Public Service

Retirement Plan (OPSRP) or its equivalent.

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

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

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

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

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

## **ARTICLE 25 – TRAVEL EXPENSES**

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

## **ARTICLE 26 - SAFETY**

### **Section 1 – Cooperation of Parties**

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

### **Section 2 – Employee Reporting of Safety Concerns**

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

### **Section 3 – County Risk Management Program**

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

### **Section 4 – County-Provided Equipment**

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

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

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

**Section 5 – Annual Equipment Allowance**

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

**Section 6 – Tactical Vests**

Tactical vests may be worn outside of the employee’s uniform or assigned clothing and may be visible to the public during the performance of their official duties.

**Section 7 – Side Arms**

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

**ARTICLE 27 - PROFESSIONAL DEVELOPMENT**

**Section 1 -- Training**

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

**Section 2 – Tuition Reimbursement**

Employees are encouraged to participate in job related education and shall be eligible for tuition reimbursement pursuant to current Deschutes County Administrative Policy.

**ARTICLE 28 – DEPARTMENTAL RULES, POLICIES AND PROCEDURES**

The department shall provide the Federation with a copy of any new or revised written policy or procedure prior to implementation. If the County adopts an emergency change to a policy that impacts a mandatory subject of bargaining, the Federation shall be notified as soon as possible. The Federation may pursue its right to bargain any proposed policy which impacts a mandatory subject of bargaining not covered in the collective bargaining

agreement.

### **ARTICLE 29 – RIGHT TO CONTRACT**

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

### **ARTICLE 30 - SEPARABILITY**

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

### **ARTICLE 31 - SCOPE OF AGREEMENT**

#### **Section 1 – Entire Agreement**

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

#### **Section 2 – Unilateral Changes**

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

### **ARTICLE 32 - TERM OF THE AGREEMENT**

This Agreement shall be effective through June 30, 2026.

### **ARTICLE 33 - WAGES**

#### **Section 1 - Wages**

The wage scale for members of the bargaining unit shall be increased by two (2) percent. The wage provisions of Article 33 shall be retroactive to the beginning of the July 2023 pay period.

## Section 2 – Cost of Living Allowances

For the contract period of July 1, 2023 through June 30, 2024 the wage schedule shall be amended to reflect a COLA equal to the “average 12-month CPI percentage” from the twelve months of the Consumer Price Index for All Urban Consumers (CPI-U), West Region, Size Class B/C cities using each month’s CPI 12-month percentage change from February 2022 to January 2023. The CPI% used for each month is the “12-month percent change” - meaning the month is compared (for the CPI index) to the same month from the previous year. The COLA shall have a minimum increase of not less than one percent (1.0%) and a maximum increase of not more than four percent (4.0%). Appendix C shows the calculation methodology for an example period.

For the contract period of July 1, 2024 through June 30, 2025 the wage schedule shall be amended to reflect a COLA equal to the “average 12-month CPI percentage” from the twelve months of the CPI-U, West Region, Size Class B/C cities using each month’s CPI 12-month percentage change from February 2023 to January 2024. The CPI% used for each month is the “12-month percent change” - meaning the month is compared (for the CPI index) to the same month from the previous year. The COLA shall have a minimum increase of not less than one percent (1.0%) and a maximum increase of not more than four percent (4.0%). Appendix C shows the calculation methodology for an example period.

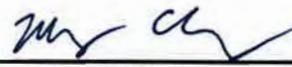
For the contract period of July 1, 2025 through June 30, 2026 the wage schedule shall be amended to reflect a COLA equal to the “average 12-month CPI percentage” from the twelve months of the CPI-U, West Region, Size Class B/C cities using each month’s CPI 12-month percentage change from February 2024 to January 2025. The CPI% used for each month is the “12-month percent change” - meaning the month is compared (for the CPI index) to the same month from the previous year. The COLA shall have a minimum increase of not less than one percent (1.0%) and a maximum increase of not more than four percent (4.0%). Appendix C shows the calculation methodology for an example period.

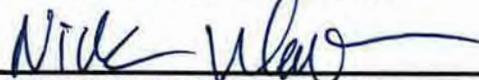
**FOR THE COUNTY**

DATED this 5<sup>th</sup> day of July, 2023 for  
the Deschutes County Board of Commissioners.

  
\_\_\_\_\_  
ANTHONY DEBONE, Chair

  
\_\_\_\_\_  
PATTI ADAIR, Vice Chair

  
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PHIL CHANG, Commissioner

  
\_\_\_\_\_  
NICK LELACK, Deschutes County Administrator

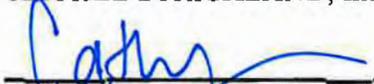
  
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DEEVY HOLCOMB, Community Justice Director

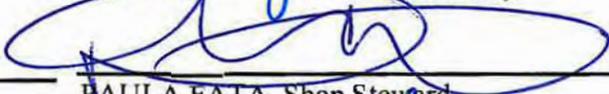
ATTEST:

  
\_\_\_\_\_  
Recording Secretary

**FOR THE ASSOCIATION**

  
\_\_\_\_\_  
RACHEL STRICKLAND, Interim President

  
\_\_\_\_\_  
CATHERINE LOWERY, Secretary

  
\_\_\_\_\_  
PAULA FATA, Shop Steward

  
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BRANDON WYLLIE, Shop Steward

**APPENDIX “A”**

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SUBJECT: TIME MANAGEMENT – Federation

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I. **PURPOSE**

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

II. **SCOPE**

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

- Sick leave (non-occupational illness or injury leave)
- Vacation leave
- Paid sick time as defined by the Oregon Paid Sick Time Law (“OPST”) (Time Management Leave offered to full and part-time regular employees as articulated in Article 18 Time Management and this appendix represent substantially equivalent paid sick time benefits in compliance with OPST as defined by ORS 653.601 through 653.661. Rules for employee accrual and use of paid time under OPST will be consistent with applicable current and future County policies.

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

III. **LEAVE-WITH-PAY PROVISIONS**

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

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

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

229 – 288 months	264 hours	22 hrs/month
289+ months	288 hours	24 hrs/month

- B. For regular part-time employees, all reference to time accrual or usage in the Time Management Program shall be prorated according to the percentage of full-time equivalency authorized for the position.
- C. During the course of the year, absence from work for any reason other than on-the-job illness or injury covered by Workers’ Compensation or paid holiday shall be charged against “earned leave” except as provided in Section IV.B. of this policy. Earned leave shall accrue whenever an employee is on paid status with the County. Employees do not accrue earned leave when on leave without pay.
- D. An employee may accumulate earned leave, including the previous vacation balance, if any, to a maximum of twice the annual time management accumulation. On May 1 of each year, any employee credited with time management leave greater than twice the annual accumulation shall forfeit the amount above the maximum accumulation. An employee who has acquired the maximum allowable accumulation of time management leave may continue to accumulate earned leave for the balance of the year in which the maximum accrual was reached, provided that the employee take sufficient leave to reduce the accumulation to the maximum allowable prior to the following April 30 or forfeit the excess.
- E. Upon an employee’s termination, all of the employee’s earned time management leave (including vacation rollover, if any) shall be paid to the employee at the current rate of pay.
- F. In the event of an employee’s death, all earned time management leave shall be paid to the employee’s designated beneficiary at the current rate of pay.
- G. During the first five years of employment, employees shall be required to take a minimum of one (1) week of earned time management leave per year. Thereafter, employees shall be required to take a minimum of two (2) weeks of earned time management leave per year.
- H. Employees shall, whenever possible, request time off in advance. Use of such time management leave must be scheduled between the employee and their supervisor or designee. When an employee is sick or an emergency requires their presence elsewhere, the employee must notify the supervisor as soon as possible.
- I. After one (1) year of continuous employment, employees may request to convert up to forty (40) hours of accrued time management leave to cash on an annual basis. To be eligible, an employee must maintain a minimum balance of one (1) years’ time management accrual and must have used the minimum time management leave specified in Section G. A request for conversion of annual time management leave to cash must be approved by the Department Head subject to budget restrictions and is allowed once each fiscal year. The request must be made prior to April 15th and will be included in the employee’s April paycheck. The Human Resources Department will distribute request forms no later than the first week of April.

- J. During the last three (3) years prior to retirement, employees may sell up to eighty (80) hours each calendar year of their time management leave accrual at the current rate of pay. Extensions of an employee's scheduled retirement date notwithstanding, no employee will be entitled to this option in more than three (3) years. This paragraph is not subject to any of the limitations expressed in Section I of this policy.

#### IV. SICK LEAVE ACCRUALS

Sick leave accruals will be treated in the following manner:

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

## **APPENDIX “B”**

Deschutes County Administrative Policy No. GA-6

**Effective Date: April 28, 2008**

### **DUTIES AND RESPONSIBILITIES OF EMPLOYEE BENEFITS ADVISORY POLICY**

#### **STATEMENT OF POLICY**

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

#### **APPLICABILITY**

This policy applies to all regular county employees.

#### **POLICY AND PROCEDURES**

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

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

#### ***EBAC MEMBERSHIP***

The EBAC will be comprised of the following voting membership:

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

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

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

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

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

## MINIMUM MEETING REQUIREMENTS

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

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

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

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

**APPENDIX “C”**

SUBJECT: CPI Methodology - All Urban Consumers (CPI-U), West Region, Size Class B/C cities.

To illustrate the change in CPI methodology starting in FY 23-24, the following table shows the application of the rolling 12-month average look back for 2016-17, 2017-18, 2018-19, 2019-20, and 2020-21 data. The 12-months rolling average starts with January and over the prior 11 months. The CPI% used for each month is the “12-month percent change” - meaning the month is compared (for the CPI index) to the same month from the previous year.

Note: Consistent with prior years, the level of precision of percentage change will be rounded to the tenth of a percentage (i.e. 1.6% not 1.64 % or 1.7% not 1.65%)

<b>FY Data (Budget year)</b>	<b>CPI-12 month rolling average</b>
2016-17 (17/18)	1.0%
2017-18 (18/19)	2.4%
2018-19 (19/20)	2.9%
2019-20 (20/21)	2.6%
2020-21 (21/22)	1.7%

The following calculation illustrates the rolling average calculation for FY 20-21 data (21/22 Budget year) as of January 2021 (the cutoff date used for budgeting). CPI% for 12 months is determined by change in CPI index over 12 months (i.e., Feb 2020 index compared to February 2019 index)

Year	Month	CPI % “12-month percent change”
2020	<u>Feb</u>	2.9%
2020	<u>March</u>	2.5%
2020	<u>April</u>	1.5%
2020	<u>May</u>	0.5%
2020	<u>June</u>	0.8%
2020	<u>July</u>	1.5%
2020	<u>Aug</u>	1.8%
2020	<u>Sept</u>	2.0%
2020	<u>Oct</u>	1.6%
2020	<u>Nov</u>	1.6%
2020	<u>Dec</u>	1.5%
2021	<u>Jan</u>	1.6%
	<u>Total of CPI% over 12 months</u>	19.8%
	<u>Average 12 month CPI percentage (i.e. rolling average)</u>	
	<u>Total divided by 12</u>	1.7%