

2022 – 2025

**Collective
Bargaining Agreement**

between

Yamhill County

and the

**Federation of Oregon
Parole and Probation Officers
(FOPPO)**

2022-2025 Collective Bargaining Agreement
Yamhill County and the Federal of Oregon Parole & Probation Officers

TABLE OF CONTENTS

PREAMBLE		1
ARTICLE I	SCOPE OF AGREEMENT AND RECOGNITION	1
1.1	Scope of Bargaining Unit.....	1
1.2	Recognition.....	1
1.3	Intent.....	1
1.4	Copies	1
ARTICLE II	MANAGEMENT RIGHTS	2
2.1	Rights Retained by County	2
2.2	Illustrations.....	2
ARTICLES III	NO STRIKE OR LOCKOUT DURING TERM OF AGREEMENT	3
3.1	No Strike.....	3
ARTICLE IV	HOURS OF WORK.....	3
ARTICLE V	FEDERATION SECURITY AND CHECK-OFF	4
5.1	Right to Organize	4
5.2	Deduction of Membership Dues	4
5.3	New Employees.....	5
ARTICLE VI	SALARY AND WAGES.....	5
6.1	Wages.....	5
6.2	Merit Increase.....	6
6.3	When Assigned to a Higher Classification.....	6
6.4	Lead PPO Worker.....	6
6.5	DPSST Certification Required to Advance to Step 3, Exception	7
6.6	BI-Lingual Premium	7
6.7	After-Hours Duty Officer.....	7
6.8	DPSST Certification Pay.....	7

6.9	New Employee Orientation	8
6.10	Longevity Pay	9
ARTICLE VII	HOLIDAYS	9
7.1	Holidays	9
7.2	Holiday Pay	9
7.3	Holiday Work	10
ARTICLE VIII	VACATIONS	9
8.1	Vacations Leave Accrual	9
8.2	Continuous Service	10
8.3	Maximum Accumulation	10
8.4	Vacation Scheduling	10
8.5	Termination of Employment	11
8.6	Vacation Sell-Back	11
ARTICLE IX	SICK LEAVE	11
9.1	Statutory Compliance	11
9.2	Sick Leave Accrual	11
9.3	Utilization of Sick Leave	12
9.4	Sick Leave Scheduling	13
9.5	Sick Leave Verification	13
9.6	Integration with Workers Compensation	14
9.7	Sick Leave Without Pay	14
9.8	Retirement from Employment	15
9.9	Donated Leave	15
ARTICLE X	OTHER LEAVES AND ABSENCES	15
10.1	Criteria and Procedure	15
10.2	Jury Duty	15
10.3	Appearances	16
10.4	Federation Business	16
10.5	Election Day	16
10.6	Family Medical Leave	16
10.7	Educational Leave	16
10.8	Conferences	16
10.9	Military Leave With Pay	16

10.10	Military Leave Without Pay	16
10.11	Bereavement Leave	17
10.12	Continuation of Benefits	17
ARTICLE XI	HEALTH AND WELFARE	17
11.1	Medical/Dental	17
11.2	Life Insurance	18
11.3	Retirement.....	18
11.4	Deferred Compensation	18
11.5	Eligible Employees.....	18
11.6	Retirement Benefit	18
11.7	Short Term Disability	19
ARTICLE XII	DISCIPLINE AND DISCHARGE	19
12.1	Cause for Discharge.....	19
12.2	Warning Notice.....	19
12.3	Protest.....	19
12.4	Notice to Federation.....	19
12.5	Records	20
12.6	Definitions.....	20
ARTICLE XIII	GRIEVANCE PROCEDURE	20
13.1	Discrimination Complaint.....	20
13.2	Dismissal or Suspension Disputes	20
13.3	Timeliness of Grievance.....	20
13.4	Assignment of Grievance Step	20
13.5	Grievance Steps	21
13.6	Grievance Step Time Limits.....	21
13.7	Employee Assurance	21
13.8	Employee's Representation Rights Regarding Grievances.....	21
13.9	Official Statement of Grievance	21
13.10	Observance of Time limits for Grievance Procedures	21
13.11	Mediation.....	22
13.12	Federation's Right to Request Arbitration for Unsolved Grievance	22
13.13	Selection of an Arbitrator	22
13.14	Binding Arbitration for Grievance Resolution	22
13.15	Arbitration Fees and Expenses	22

ARTICLE XIV	PROBATION PERIOD	22
14.1	Purpose	22
14.2	Duration of Probationary Period	22
14.3	Probationary Conditions.....	23
ARTICLE XV	SENIORITY AND LAYOFF	23
15.1	Definition of Seniority	23
15.2	Application of Seniority in Promotions	23
15.3	When Layoffs Occur	23
15.4	Recall.....	23
ARTICLE XVI	GENERAL PROVISIONS	24
16.1	No Discrimination.....	24
16.2	Existing Conditions.....	24
16.3	Changes in Existing Conditions.....	24
16.4	Negotiations Meetings	24
16.5	Pay Days	25
16.6	Copies of Agreement	25
16.7	Copy Machine.....	25
16.8	Moonlighting	25
16.9	Caseload Audits	25
16.10	Safety.....	25
16.11	Firearms in the Field.....	26
16.12	Use of County E-Mail System	26
16.13	Drug and Alcohol Testing Policy	26
ARTICLE XVII	SAVINGS CLAUSE AND FUNDING.....	26
17.1	Savings Clause	26
17.2	Funding.....	27
ARTICLE XVIII	TRAVEL EXPENSE REIMBURSEMENT	27
18.1	Reimbursement	27
ARTICLE XIX	DURATION AND RATIFICATION	28
ATTACHMENT A	Drug and Alcohol Testing Policy	29

PREAMBLE

THIS AGREEMENT is entered into by Yamhill 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 "FEDERATION") (collectively, the "parties"). The parties acknowledge that there is a statutory division of authority and responsibility between the Board of Commissioners and certain elected officials or department heads with respect to administration of departments affected by this Agreement and that the statutes shall control in the event of conflict with any provision of this Agreement. Unless otherwise indicated, the term "COUNTY" shall include the Board of Commissioners and elected officials.

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

ARTICLE I

SCOPE OF AGREEMENT AND RECOGNITION

1.1 **SCOPE OF BARGAINING UNIT.** The bargaining unit, through agreement, shall apply to all COUNTY parole and probation officers, excluding temporary hires (6 months or less), interns, part-time employees who work less than 20 hours per week, supervisory employees, and confidential employees.

1.2 **RECOGNITION.** COUNTY recognizes the Federation of Oregon Parole and Probation Officers (hereinafter referred to as "FEDERATION") as the exclusive bargaining representative of all COUNTY parole and probation officers.

1.3 **INTENT.** The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to employment relations, which includes, but is not limited to, matters concerning direct or indirect monetary benefits, hours of work, vacation, sick leave, grievance procedures, and other conditions of employment.

1.4 **COPIES.** There shall be at least two signed copies of the final Agreement for the purpose of records. At least one copy shall be retained by COUNTY and one by FEDERATION.

ARTICLE II

MANAGEMENT RIGHTS

2.1 RIGHTS RETAINED BY COUNTY. COUNTY retains all the customary usual and exclusive rights, decision-making prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of COUNTY and any COUNTY department. The rights of employees in the bargaining unit and FEDERATION are limited to those specifically set forth in this Agreement and the Public Employees Collective Bargaining Act ("PECBA"), subject to the requirements of PECBA, including COUNTY'S obligation to bargain under PECBA to the extent the exercise of these rights involves a mandatory subject of bargaining or impacts a mandatory subject of bargaining.

2.2 ILLUSTRATIONS. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of COUNTY shall include the following:

- (a) To direct and supervise all operations, functions and policies of the departments in which employees in the bargaining unit are employed, as well as operations, functions, and policies in the remainder of COUNTY as they may affect employees in the bargaining unit.
- (b) To close or liquidate an office, branch, operation, facility, service program, or combination thereof, or to relocate, reorganize or combine the work of divisions, programs, offices, branches, operations, or facilities for budgetary or other reasons.
- (c) To determine the levels of service and methods of operation, including the subcontracting of duties other than those required to be performed by a certified parole and probation officer ("PPO") and the introduction of new equipment, the right to hire, lay off, transfer, promote, determine duties and qualifications to be required, job classifications, discipline and discharge for cause, determine work schedules and assign work, and any other such rights not specifically referred to in this Agreement.
- (d) The exercise of any management prerogative, function or right which is not specifically modified by this Agreement is not subject to the grievance procedure. The application of the above management rights with respect to a particular employee or group of employees shall not be subject to Article XIII. The exercise of these rights is subject to the County's obligation to bargain in good faith under the Public Employees Collective Bargaining Act to the extent the exercise of these rights involves a mandatory subject of bargaining or impacts a mandatory subject of bargaining. Nothing in this Article is intended to inhibit or restrict informal, routine discussion of working conditions between FEDERATION and COUNTY representatives. Such discussions are encouraged for the purpose of providing mutually advantageous conditions and a high level of service to the citizens of Yamhill County.

ARTICLE III

NO STRIKE OR LOCKOUT DURING TERM OF AGREEMENT

3.1 NO STRIKE. FEDERATION and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, slowdown, or picketing, affecting the operations of any COUNTY department or any other restriction of work at any location in the COUNTY. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established by any labor organization when called upon to cross such picket line in the line of duty. COUNTY shall not lock out any employee during the term of this Agreement. Upon notification confirmed in writing by COUNTY to FEDERATION that certain bargaining unit employees covered by this Agreement are engaged in strike activity in violation of this article, FEDERATION shall, upon receipt of a mailing list, advise such striking employees in writing with a copy to COUNTY to return to work immediately. Such notification by FEDERATION shall not constitute an admission that it has caused or counseled such strike activities. The notification to the employees covered by this Agreement by the FEDERATION shall be made solely at the request of COUNTY.

ARTICLE IV

HOURS OF WORK

It is recognized by both parties that employees in the bargaining unit work irregular hours in the performance of their duties. The official work week shall consist of a seven-day period, commencing at 12:05 a.m. each Sunday and ending at 12:04 a.m. each Sunday. The regular work week consists of forty (40) hours falling within the seven-day period. It is, therefore, incumbent on the employees and the supervisors to work together in scheduling these hours in the best interest of providing adequate and effective service. "Trade time" within the work week may be allowed with the permission of a supervisor.

Employees may be allowed a flexible work schedule (including a 4-10 work schedule) upon individual request. Approval may be granted, withheld, and/or revoked by management. COUNTY Administrator must approve any employee's change to a flexible work schedule.

Except in emergency situations, all work performed in excess of 40 hours per work week must be authorized in advance by the supervisor. Emergency overtime must be reported to the supervisor within 72 hours of its occurrence. An employee who works more than forty (40) hours in a work week shall receive compensatory time off at the rate of 1.5 hours for each 1 hour worked in excess of 40 hours per work week.

ARTICLE V
FEDERATION SECURITY AND CHECK-OFF

5.1 RIGHT TO ORGANIZE. Employees shall have the right to self-organize, to form, join, or assist FEDERATION, or to refrain therefrom. There shall be no discrimination exercised against any employee covered by this Agreement because of his/her membership or FEDERATION activities.

5.2 DEDUCTION OF MEMBERSHIP DUES.

(a) Eligible employees may have FEDERATION dues deducted from his or her wages by submitting properly executed written dues authorization cards or statements to COUNTY or to FEDERATION with copy to COUNTY. Employees who are current members of FEDERATION shall be presumed to have submitted such authorization to COUNTY until written notice of cancellation to COUNTY. However, COUNTY shall no longer collect “in lieu of dues” payments as of the date of execution of this Agreement and shall presume all previous written authorizations for “in lieu of dues” payments to be rescinded in light of *Janus v. American Federation of State, County, and Municipal Employees*.

COUNTY shall have no duty to deduct dues for an employee until actual receipt of such authorization. Upon receipt of such authorization by COUNTY, dues shall be deducted in accordance with regular COUNTY payroll practices beginning with the next payroll period after receipt of such authorization and, thereafter, the dues shall be transmitted to FEDERATION or its designated depository. The aggregate deductions of all employees shall be remitted together with an itemized statement to FEDERATION no later than the month following the month for which the deductions were made. Any discrepancy in the amount remitted to FEDERATION shall be corrected within a reasonable time period.

(b) FEDERATION shall have sole responsibility to notify COUNTY of any change in the amount of dues to be deducted at least sixty (60) days in advance of said change. Under no circumstances shall COUNTY be required to deduct FEDERATION fines, penalties, or other assessments from the wages of any member.

(c) Any authorization for dues deduction may be cancelled by the employee upon written notice to COUNTY. The cancellation will become effective and shall be implemented no later than the second payroll after receipt of notice by COUNTY.

(d) When an employee separates from employment with COUNTY or is laid off, regardless of the reason for separation or lay off, any unpaid dues owed to FEDERATION will be deducted from the employee’s last paycheck if funds are available for such deduction after statutory, court-ordered, and other voluntary deductions and/or wage withholdings have been made.

(e) FEDERATION agrees to defend, indemnify, and hold COUNTY harmless against any and all claims, suits, orders, judgments, or any other actions brought or issued against COUNTY as a result of any actions taken pursuant to implementation of the provisions of this Article, so long as COUNTY has acted in good faith with the provisions outlined in this Article. COUNTY shall have no responsibility or liability for the improper or incorrect deduction of any dues. FEDERATION shall hold COUNTY harmless for any errors in the administration of the dues deduction system.

5.3 NEW EMPLOYEES. COUNTY agrees to furnish FEDERATION by the 10th of each month a list of all new employees hired during the preceding month and of all employees who terminated during the month. Such list shall contain the names of the employees, along with their job classification, work location, and home address.

ARTICLE VI

SALARY AND WAGES

6.1 COLA

(a) Cost of Living Increases.

Effective and retroactive to the first day of the pay period after 7/1/22, all bargaining unit members employed by COUNTY on June 30, 2022, and who are still bargaining unit members employed by COUNTY as of the date this Agreement is fully ratified, shall receive a 2.50 % cost of living increase over salaries in effect on June 30, 2021.

Effective the first day of the pay period after July 1, 2023, all bargaining unit members employed by COUNTY on June 30, 2023, shall receive a 2.00% cost of living increase over salaries in effect on June 30, 2022.

Effective the first day of the pay period after July 1, 2024, all bargaining unit members employed by COUNTY on June 30, 2024, shall receive a 2.00% cost of living increase over salaries in effect on June 30, 2023.

(b) Market Adjustment

In addition to the cost of living increase effective the first day of the pay period after July 1, 2022, bargaining unit members as described above shall receive a one-time market adjustment and be increased by three percent (3%)

In addition to the cost of living increase effective the first day of the pay period after July 1, 2023, bargaining unit members shall receive a one-time market adjustment and be increased by one percent (1%)

In addition to the cost of living increase effective the first day of the pay period after July 1, 2024, bargaining unit members shall receive a one-time market adjustment and be increased by one percent (1%)

Effective on the first day of the pay period after July 1, 2022, the County will adjust the salary schedule for the Parole/Probation Officer classification by dropping the bottom step of the pay scale and adjusting the remaining 8 steps accordingly. For example, an employee currently at step 3 will remain at their current step on the new schedule but new step 3 will be equivalent to previous step 4. An employee's eligibility date for a new step increase will not be changed.

6.2 MERIT INCREASE.

(a) Employees receiving a rating of "meets expectations" on their annual evaluation shall receive a merit increase to the next highest step on the salary schedule on their anniversary date. Employees at the top step of the salary schedule for their job classification will not receive a merit raise.

(b) The annual evaluation shall be performed prior to the employee's anniversary hire date.

6.3 WHEN ASSIGNED TO A HIGHER CLASSIFICATION. Whenever an employee is assigned to and does perform substantially all the duties of a budgeted position which is in a higher classification for one shift within a calendar month, the employee will be paid for all shifts worked at the higher classification at a rate no less than that step on the salary schedule for the higher classification which is closest to but higher than the employee's current rate.

6.4 LEAD PPO WORKER. "Lead PPO" shall be defined as an employee who voluntarily accepts an assignment by the Director of the Department of Community Justice in writing for "Lead PPO Work." "Lead PPO Work" is defined as, on a recurring daily basis, while performing essentially the same duties as the employees led, the employee designated "Lead PPO" has agreed to perform substantially all of the following functions: orient new employees, students, and volunteers; assign and reassign tasks to accomplish prescribed work efficiently; give direction to employees concerning work procedures; transmit established standards of performance to employees; review work of employees for conformance to standards; review and approve reports and documents for distribution to the District Attorney's Office and releasing authority; and provide informal assessment of employee performance to the Director of the Department of Community Justice. It is not the intent of this section to authorize a Lead PPO to conduct performance appraisals or issue discipline.

An employee designated in writing by the Director of the Department of Community Justice as Lead PPO shall receive an additional \$225.00 per month in salary, which shall be pro-rated if appointment is made on a day other than the first of the month.

In order to qualify for Lead PPO status, PPOs must not be on probationary status, must possess a valid Intermediate DPSST Certification or higher, must not have received any disciplinary action in the previous 12 months, and must be in good standing. A list of qualified Lead PPO will be established, and they will be assigned to fulfill these duties on a rotational basis so that each receives an equal opportunity and equal period of time to perform these duties.

COUNTY considers implementing Lead PPO Work opportunities in this manner to be a privilege and an opportunity for current qualifying PPOs to gain leadership experience and enhance their ability to compete for future opportunities in a leadership position, and as a benefit to the Department of Community Justice as assistance to the leadership team. The Director of the Department of Community Justice may de-designate Lead PPO status at any time.

6.5 DPSST CERTIFICATION REQUIRED TO ADVANCE TO STEP 3, EXCEPTION. A PPO must be certified as a parole and probation officer by the Department of Public Safety Standards and Training ("DPSST") before being eligible to advance to step 3; provided, however, that this restriction shall not apply to an employee who is currently certified as a parole and probation officer at the federal level or in another state.

6.6 BI-LINGUAL PREMIUM.

At the sole discretion of the Director of the Department of Community Justice, an employee is eligible for a premium of \$72.50 per pay period if the employee is bi-lingual in English and Spanish and demonstrates significant and necessary use of bi-lingual skills in the performance of job duties. The Director of the Department of Community Justice may terminate the employee's eligibility for the bi-lingual premium at any time upon the Director of the Department of Community Justice's determination that an employee's use of bi-lingual skills in the performance of duties is no longer significant or necessary.

6.7 AFTER-HOURS DUTY OFFICER.

(a) DPSST certified employees may serve as after-hours duty officer for a seven-day period on a rotational basis. While serving as after-hours duty officer, the employee will carry equipment provided by COUNTY in order to respond to law enforcement inquiries regarding an offender when dispatch is unable to reach the primary officer or officer of record.

(b) The after-hours duty officer will be paid a premium of \$150.00 for the seven-day period. Further, the after-hours duty officer may be paid overtime for each non-assigned client call, calculated in 15 minute increments for calls from 5:01 a.m. to 10:59 p.m. and in 30 minute increments for calls from 11:00 p.m. to 5:00 a.m.

6.8 DPSST CERTIFICATION PAY. The following amounts of incentive pay shall be paid per pay period to all members who are currently certified by the Department of Public Safety and Standards during that pay period.

- (a) Intermediate DPSST certification pay. A certified employee shall be paid a monthly premium of 2% per pay period, calculated based on the base salary per pay period as stated on the salary schedule if the employee holds a current intermediate Parole and Probation DPSST certification.
- (b) Advanced DPSST certification pay. A certified employee shall be paid a premium of 5% per pay period, calculated based on the base salary per pay period as stated on the salary schedule if the employee holds a current advanced parole and probation DPSST certification.
- (c) Certification pay non-cumulative. DPSST certification pay is not cumulative. Qualifying employees earn either intermediate DPSST certification pay or advanced DPSST certification pay, not both.

6.9 NEW EMPLOYEE ORIENTATION

Definitions:

NEOP: The New Employee Orientation Program during the first 3-4 weeks of the PTO training program.

Ghost Phase: The last phase of the PTO training program phase after the trainee successfully completes Phase A, B, C, D, and evaluation weeks.

(a) Parole and Probation Training Officers (PTO): PTO assignments shall be made or revoked at the sole discretion of the department head or designee. To qualify for a PTO assignment, the employee must be in good standing, must have completed PTO DPSST training program and possess at least an intermediate Parole and Probation DPSST Certification. An employee assigned and working as a PTO shall be paid a premium of 5% of the regular base wage hourly rate for actual time worked performing specified PTO duties during NEOP, Phases A, B, C, and D, evaluation weeks, prescriptive training weeks, and Ghost Phase. Such PTO duties consist of directly training trainees, attending PTO meetings, planning lessons, and attending retreats. The premium rate shall not apply to paid holidays, leave periods, or other work time.

(b) Certified Staff Trainers (CST): CST assignments shall be made or revoked at the sole discretion of the department head or designee. To qualify for a CST assignment, the employee must be in good standing, must have completed a certified training program approved by the department head or designee for the training to be performed, and must possess at least an

intermediate Parole and Probation DPSST Certification. A CST shall be paid a premium of 3% of the regular base wage rate for actual time worked performing specified CST duties. Such CST duties consist of conducting staff trainings and planning lessons for such staff trainings. CST assignments may include but are not limited to CPR/First Aid, firearms, defensive tactics, confrontational simulation, Taser, OC, ethics, and other maintenance training approved by the department head or designee.

(c) PTO and CST premium pay is not cumulative. Employees with PTO and CST assignments shall be paid a maximum premium of 5% of the regular base wage hourly rate for actual time worked performing specified PTO or CST duties. The premium rate shall not apply to paid holidays, leave periods, or other work time.

Section 6.10 LONGEVITY PAY. Employees are eligible to receive longevity pay if they (1) meet the continuous service requirement; and (2) do not have discipline on their record within the twelve (12) months preceding their anniversary date (*i.e.*, disqualifying discipline must have been removed following a grievance). An employee who has completed ten (10) years of continuous service with the COUNTY shall receive each month an additional wage amount equal to \$50.00. An employee who has completed fifteen (15) years of continuous service with the COUNTY shall receive each month an additional wage amount equal to \$100.00. An employee who has completed twenty (20) years of continuous service with the COUNTY shall receive each month an additional wage amount equal to \$200.00.

Employees covered by a work improvement plan on their anniversary date will receive longevity premium upon satisfactorily completing the work plan.

ARTICLE VII

HOLIDAYS

7.1 HOLIDAYS. The following shall be recognized as paid holidays:

New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Juneteenth, Veterans' Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve, Christmas Day, 2 Floating Personal Holidays and 1 Commissioners' Day. Personal holidays may be used at the discretion of the employee with the consent of his/her employer, provided, however, an employee must be employed for at least three months before the personal holiday may be used. In all cases, personal holidays must be taken by the end of each fiscal year (June 30). COUNTY shall retain the right to assign work to employees sufficient to maintain Department operations during holidays.

Whenever a holiday shall fall on a Sunday, the succeeding Monday shall be observed as the holiday. Furthermore, pursuant to ORS 187.020, whenever a holiday shall fall on a Saturday, the preceding Friday shall be observed as the holiday.

"Commissioners' Day" may be taken either the day before or the Monday after Thanksgiving Day, the day before Christmas Eve or after Christmas Day, or the day before or after New Year's Day. Commissioners' Day has no cash value.

7.2 HOLIDAY PAY. Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work. If any employee is on authorized

vacation, sick leave, or other paid leave when a holiday occurs, the employee shall receive the holiday without deducting from accrued paid leave. Unless on a bona fide authorized leave with pay, an employee, to be eligible for holiday pay, must work his/her full assigned shifts next preceding and following the holiday. Holiday pay shall be prorated for regular part-time employees in proportion to their regularly assigned work schedule. For example, a part-time employee who would regularly work four (4) hours on a day that falls on a holiday would earn four (4) hours of holiday pay.

7.3 HOLIDAY WORK. If an employee is required to work on any of the holidays listed in section 7.1 above, he or she shall receive holiday pay and, in addition to the regular holiday pay, compensation for all hours worked at one and one-half his/her regular rate of pay.

ARTICLE VIII

VACATIONS

8.1 VACATION LEAVE ACCRUAL. Full-time employees shall accrue vacation leave as follows:

(a) Employees with less than 12 months of continuous service shall accrue only conditional vacation hours. Conditional vacation hours may be used only upon approval by the department head or designee. All unused accrued conditional vacation hours are forfeited upon separation from employment for any reason before the employee completes 12 months of continuous service. Upon completing 12 months of continuous service, unused accrued conditional vacation hours shall convert to regular vacation hours.

CONDITIONAL VACATION HOURS*			
Completed Continuous Service	Accrual Rate	Total Annual Accrual	Total Cap
Less than 6 months	N/A	N/A	N/A
6 months	40 hours	40 hours	N/A
9 months	20 hours	20 hours	N/A
12 months	20 hours	20 hours	N/A

* This table reflects accrual rates for full-time employees. Part-time employees shall accrue conditional vacation hours at a prorated rate based on their regularly-assigned work schedule. For example, a part-time employee who regularly works twenty (20) hours per work week

accrues conditional vacation hours at fifty percent (50%) of the rate for full-time employees.

(b) Employees with 12 months or more of continuous service shall accrue regular vacation hours. Regular vacation hours may be used as set forth herein. All unused accrued regular vacation hours shall be paid to the employee at the employee's regular wage rate at the time of separation.

REGULAR VACATION HOURS*			
Completed Continuous Service	Accrual Rate	Total Annual Accrual	Total Cap
12 – 59 months	8 hours per month	96 hours per year	250 hours
60 – 119 months	10 hours per month	120 hours per year	250 hours
120 – 179 months	12 hours per month	144 hours per year	250 hours
180 - 239 months	14 hours per month	168 hours per year	250 hours
240 months or more	16 hours per month	192 hours per year	250 hours

* This table reflects accrual rates for full-time employees. Part-time employees shall accrue vacation hours at a prorated rate based on their regularly-assigned work schedule. For example, a part-time employee who regularly works twenty (20) hours per work week accrues conditional vacation hours at fifty percent (50%) of the rate for full-time employees.

8.2 CONTINUOUS SERVICE. For the purpose of determining vacation accrual rates, continuous service shall mean employment by COUNTY that has not been interrupted by a separation of employment for any reason. Continuous service for rehired employees shall begin from the most recent date of hire. Unpaid leave periods shall not be counted as completed continuous service for the purpose of advancing to a higher accrual rate, nor shall vacation hours accrue during such periods unless doing so would be prohibited by an applicable federal or state law. Employees whose anniversary date is between the first and fifteenth day of a month shall be considered to have been hired on the first day of the month. Employees whose anniversary date is between the 16th and last day of a month shall be considered to have been hired on the first day of the next month.

8.3 MAXIMUM ACCUMULATION. The maximum vacation that may be accumulated by an employee is 250 hours. Vacation hours in excess of 250 hours shall be automatically converted into sick leave and credited to the employee's sick leave bank.

8.4 VACATION SCHEDULING. Vacation times shall be scheduled by COUNTY based on the sole discretion of the department head or designee as to the needs of efficient operations and the availability of vacation relief. Vacation may be approved in the order in which the requests are received.

However, if a conflict in vacation dates arises between two or more employees making a vacation request, the employee having seniority shall be entitled preference in scheduling. Vacations shall be scheduled on a first come, first served basis. Scheduling of vacation periods, to the extent consistent with operating requirements of COUNTY. Exceptions may be granted at the discretion of the department head or designee.

8.5 TERMINATION OF EMPLOYMENT. Upon separation from employment after completing twelve (12) months of continuous service, unused accrued regular vacation hours shall be cashed out and paid to the employee at the employee's regular base wage rate at the time of separation. In the event of an employee's death, all unused accrued regular vacation hours shall be paid to the employee's designated beneficiary at the current rate of pay.

8.6 VACATION SELL-BACK. An employee with at least one year of continuous service may elect to sell back up to 40 hours of accrued vacation time. An employee with at least 14 years of continuous service may elect to sell back up to 80 hours of accrued vacation time. The employee must have a remaining vacation balance of 40 hours after the sell back. This option may be exercised once each fiscal year. Said request shall be in writing on a COUNTY-approved form and department head approval shall be required. Vacation sell-back may not be used in conjunction with any vacation donation. Payment shall be made according to the schedule indicated on the request form.

ARTICLE IX

SICK LEAVE

9.1 STATUTORY COMPLIANCE. COUNTY provides sick leave in accordance with Oregon sick time law, as required. In the event of any conflict between the terms set forth in this section and applicable law, the law will be followed. No employee will suffer adverse employment action, discrimination, or retaliation with respect to any term or condition of employment for requesting, using, inquiring about, complaining about, or participating in an investigation, proceeding, or hearing related to the use of sick leave, except in cases of abuse, fraud, or violation of policies and procedures.

9.2 SICK LEAVE ACCRUAL. Full-time employees shall accrue sick leave at the rate of eight hours per full calendar month worked. Exempt full-time employees are presumed to work forty (40) hours per work week for the purposes of calculating sick time accrual. Part-time employees shall accrue sick leave at a prorated rate based on their regularly-assigned work schedule. For example, a part-time employee who regularly works twenty (20) hours per work week accrues sick leave at fifty percent (50%) of the rate for full-time employees, which is four sick leave hours. Full-time employees who work a partial month, excluding periods of paid leave or paid holidays, shall accrue sick leave at the same rate as a part-time employee working

that same work schedule. In all instances, employees shall not accrue sick leave at a rate less than one hour for every thirty hours worked.

Sick leave may be accumulated to a total maximum of 1260 hours and may be taken only for the purpose specified in section 9.3. Employees who are rehired by COUNTY within six (6) months of separation are entitled to use previously unused accrued sick time immediately upon re-employment.

Sick leave will be paid at the same wage rate that the employee would have earned but for the absence based on the employee's regular work schedule. Sick leave pay does not include overtime or PTO/CST premium pay.

9.3 UTILIZATION OF SICK LEAVE. Sick leave may be used in increments of one (1) hour. Sick leave may be used to cover absences during part of a shift or for an entire shift. Sick leave may be used for the following reasons:

- To care for the employee or the employee's family member with a mental or physical illness, injury, or health condition, need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, or need for preventive medical care;
- To care for an infant or newly adopted child under 18 years of age, or for a newly placed foster child under 18 years of age, or for an adopted or foster child older than 18 years of age if the child is incapable of self-care because of a mental or physical disability, completed within 12 months after birth or placement of the child;
- To recover from or seek treatment for a health condition of the employee that renders the employee unable to perform at least one of the essential functions of the employee's regular position;
- Absences associated with the death of a family member by:
 - Attending the funeral or alternative to a funeral of the family member;
 - Making arrangements necessitated by the death of the family member; or
 - Grieving the death of the family member;
- Absences related to domestic violence, harassment, sexual assault or stalking;
- To seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's minor child or dependent, including preparing for and participating in protective order proceedings or other civil or criminal legal proceedings related to domestic violence, harassment, sexual assault or stalking;
- To seek medical treatment for or to recover from injuries caused by domestic violence or sexual assault to or harassment or stalking of the eligible employee or the employee's minor child or dependent;

- To obtain, or to assist a minor child or dependent in obtaining, counseling from a licensed mental health professional related to an experience of domestic violence, harassment, sexual assault or stalking;
- To obtain services from a victim services provider for the eligible employee or the employee's minor child or dependent; or
- To relocate or take steps to secure an existing home to ensure the health and safety of the eligible employee or the employee's minor child or dependent;
- In the event of a public health emergency, including but not limited to:
 - Closure of the employee's place of business, or the school or place of care of the employee's child, by order of a public official due to a public health emergency;
 - A determination by a lawful public health authority or a health care provider that the presence of the employee or the family member of the employee in the community would jeopardize the health of others; or
 - The exclusion of the employee from workplace under any law or rule that requires the employer to exclude the employee from the workplace for health reasons.

For the purposes of this section, "family member" means the employee's spouse, same-gender domestic partner (as described in ORS 106.300 to 106.340), biological child, adopted child, stepchild, foster child, same-gender domestic partner's child, parent, adoptive parent, stepparent, foster parent, parent-in-law, same-gender domestic partner's parent, grandparent, grandchild, and any individual with whom an employee has or had an in loco parentis relationship. "In loco parentis" means those individuals with day-to-day responsibilities to care for or financially support a child, or who had such responsibility for the employee when the employee was a child.

Use of sick leave runs concurrently with state and federal leave laws, including but not limited to the Oregon Family Leave Act (OFLA), Oregon domestic violence leave laws, and the Family Medical Leave Act (FMLA). Employees may use paid sick leave to supplement time loss payments in accepted workers compensation claims up to their regular wages, to the extent permitted by law.

9.4 SICK LEAVE SCHEDULING. In such event, the employee shall notify the department head or designee of the reasons for the employee's absence and expected length thereof, as soon as possible and in no event later than the first half of the first regular work shift unless unable to do so because of the qualifying reason for use of sick leave. Employees must make reasonable efforts to schedule planned sick leave and provide reasonable advance notice, not to exceed ten (10) days prior to the first day of the sick leave, so as to not unduly disrupt COUNTY operations.

9.5 SICK LEAVE VERIFICATION. Medical verification or other certification for the use of sick leave may be requested by the County Administrator, department head, or designee under these circumstances:

- An employee takes more than three consecutively scheduled workdays of sick leave;

- The need for sick time is foreseeable and is projected to last more than three consecutively scheduled workdays; or
- An employee commences sick time without providing notice required by this section; or
- COUNTY has sufficient evidence to suspect that an employee is abusing sick time, including engaging in a pattern of absenteeism, regardless of whether the employee has used sick time for more than three consecutive days. "Pattern of abuse" includes, but is not limited to, repeated use of unscheduled sick time on or adjacent to weekends, holidays, vacation days, or paydays.

If an employee fails to provide verification or certification when requested, COUNTY shall not be required to pay for the use of sick time for the absence taken until the employee provides verification or certification verifying that the absence was for a qualifying reason.

9.6 INTEGRATION WITH WORKERS COMPENSATION. During the time an employee is entitled to time-loss benefits due to a non-chargeable approved workers compensation claim for a work-related injury, the workers' compensation carrier's time loss payment is supplemented by COUNTY's payment to the employee of one-third of the employee's regular salary. All benefits and accruals (except for the benefits under Article 11 which are specified in subparagraph (d)) are calculated on the basis of the one-third payment so long as the one-third payment is made. The one-third payments by COUNTY will not be made after 180 days from the date of injury.

- (a) **CHARGEABLE INJURIES.** Where the COUNTY reasonably believes that a compensable injury has occurred due to the employee's failure to follow proper safety procedure instructions, or was engaged in activities outside the scope of COUNTY employment, the COUNTY may elect to declare the injury a "chargeable injury". (b) Where the compensable injury is a chargeable injury, the employee may opt to supplement the workers compensation time loss benefit to an amount not to exceed the worker's regular salary by applying accrued compensatory time, accrued vacation leave or accrued sick leave. To exercise this option, the employee must notify COUNTY in advance of the payroll deadline.
- (c) An employee may appeal the COUNTY'S declaration of an injury as "chargeable" to a review panel of two members appointed by the Association president and two members appointed by COUNTY Administrator. The Review Committee's determination is subject to the grievance process in Article XIII, beginning at Step 2.
- (d) For approved workers' compensation claims resulting from a work-related injury, COUNTY will pay premiums due under Article 11 on behalf of the injured employee until all of the employee's accrued leave is exhausted or 18 months from the date of the work-related injury, whichever is later. COUNTY will provide the benefits under Article XI allowed under this section in the same manner as they were provided at the time of the employee's work-related injury.

9.7 SICK LEAVE WITHOUT PAY. An employee may apply for sick leave without pay, which is unprotected leave provided by COUNTY to qualifying employees after the employee has exhausted all accrued paid leave, including but not limited to vacation, compensatory, and sick leave hours. Sick leave without pay may be used for recovery from injury or illness to the employee for a period of time not to exceed twelve (12) weeks. COUNTY may grant sick leave without pay at its discretion, based on the operational needs and limits of the department or COUNTY, the requirements of COUNTY's Leave of Absence (Unpaid) policy, and medical certification provided by the employee.

So long as the employee is on authorized leave under this section, the employee shall be reinstated to his or her former or equivalent position after presenting a return to work release from a healthcare provider.

9.8 RETIREMENT FROM EMPLOYMENT. Compensation for accrued sick leave shall be provided for any employee upon the employee's retirement, separation from COUNTY employment due to job-related disability, or separation from COUNTY employment due to the employee's death at the rate of 25% of the accrued sick leave time. For the purpose of this section only, an employee shall be entitled to payment of accrued sick leave upon retirement when all of the following conditions are satisfied:

- (a) The employee is at least 50 years old; and
- (b) The employee has worked at least ten years continuous service immediately prior to retirement as a COUNTY employee.

"Continuous service" shall mean employment by COUNTY that has not been interrupted by a separation of employment for any reason. Continuous service for rehired employees shall begin from the most recent date of hire. One month of completed continuous service means one full calendar month of employment by COUNTY in which employee actually worked, regardless of the actual date of hire. Unpaid leave periods shall not be counted as completed continuous service for the purpose of this section, unless doing so would be prohibited by an applicable federal or state law.

9.9 DONATED LEAVE. COUNTY agrees to continue its current donated leave program for employees in need of additional leave. Members of this bargaining unit may elect to donate vacation leave under COUNTY'S program.

ARTICLE X

OTHER LEAVES AND ABSENCES

10.1 CRITERIA AND PROCEDURE. Leave of absence without pay (not to exceed 90 calendar days) may be granted upon establishment of reasonable justification therefore in instances where the operations of the department will not be seriously handicapped by the temporary absence of the employee. Requests for such leaves must be in writing. Normally

such leave will not be approved for an employee for the purpose of accepting employment outside the service of COUNTY. Such leaves may be renewed or extended upon request and in the discretion of COUNTY Administrator or designee.

10.2 JURY DUTY. Employees shall be granted paid leave for service on a jury. The compensation paid to such an employee for the period of such absence shall be reduced by the amount of money received by him/her for such jury duty. Upon being excused from jury service before the end of the regular work day, employees shall immediately contact the department head or other supervisor to receive their work assignment for the remainder of the employee's regular work day.

10.3 APPEARANCES. Leave with pay shall be granted for appearances before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority. The compensation paid to such employee shall be reduced by an amount equal to any compensation the employee may receive as a witness fee.

10.4 FEDERATION BUSINESS. FEDERATION or its representatives shall have the right to conduct official FEDERATION business on COUNTY property at such time and in a manner which does not interrupt COUNTY operations or efficiency. Nothing herein is to be construed as a right of an employee to leave the employee's station without supervisory approval. FEDERATION shall conduct all business on other than COUNTY time except as expressly authorized elsewhere in this Agreement.

10.5 ELECTION DAY. Employees shall be granted up to two hours of paid leave to vote on any election day if, due to scheduling of work, they would not otherwise be able to vote.

10.6 FAMILY MEDICAL LEAVE. Family medical leave shall be granted in accordance with applicable Oregon and Federal law.

10.7 EDUCATIONAL LEAVE. After completing one year of continuous service a full time employee, upon written request, may be granted a leave of absence without pay by

COUNTY for the purpose of upgrading professional ability through enrollment at an accredited school or course of study. The period of such leave of absence shall not exceed one year but may be renewed or extended upon request of the employee and approval of COUNTY. One year leaves of absence, with requested extension, for educational purposes may not be provided more than once in a three-year period.

10.8 CONFERENCES. Employees may also be granted time off with pay for educational purposes, for reasonable lengths of time, to attend conferences, seminars, briefing sessions, training programs and other programs of a similar nature that are intended to improve or upgrade the employee's skill and professional ability when authorized by the department head or manager having supervision of the employee.

10.9 MILITARY LEAVE WITH PAY. A regular, full time employee who has been employed for six months preceding an application for military leave, and who has not been on military leave at the time of application, will be granted a military leave of absence with pay for a period not exceeding 15 days in any one training year, in accordance with ORS 408.290

10.10 (a) MILITARY LEAVE WITHOUT PAY. Military leave is granted to all employees who are absent from work because of service in the U.S. uniformed services, in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and state law.

(b) VETERANS DAY LEAVE FOR VETERANS. An employee who qualifies as a veteran may be granted leave without pay to celebrate the actual Veterans Day when COUNTY'S observed Veterans Day does not coincide with the actual Veterans Day. Leave will be granted in accordance with applicable state and/or federal law.

10.11 (a) BEREAVEMENT LEAVE. An employee may be granted up to 40 hours of paid bereavement leave, within a two-week period, in the event of death in the immediate family of the employee, for the purpose of making household adjustments and to attend the funeral. An employee may also be granted bereavement leave with pay to attend the funeral of a current fellow employee. An employee may also be granted bereavement leave without regular pay in the event of death of a close friend. Time taken off to attend such friend or fellow employee's funeral may be scheduled in half-day increments and shall be limited to no more than one day. An eligible employee shall be granted leave under the Oregon Family Leave Act ("OFLA"), as provided in ORS 659A.159. Where both leaves coincide, OFL for bereavement shall run concurrently with bereavement leave, as stated in this section, and not be additional leave.

(b) IMMEDIATE FAMILY. An employee's "immediate family," as used in section 10.11 above, shall include only the fiancé, domestic partner, same-gender domestic partner, spouse, custodial, non-custodial, adoptive, foster, or biological parent, parent of same-gender

domestic partner, grandparent, grandchild, biological, adopted, foster or stepchild, brother, sister, mother-in-law, father-in-law, step parent, of the employee, the employee's spouse, or the employee's same-gender domestic partner (e.g., spouse's grandparent).and individuals residing in the same household as the employee.

10.12 CONTINUATION OF BENEFITS. Upon termination, an employee may continue at the employee's sole expense COUNTY fringe benefits (excluding retirement) as permitted or provided by policy, federal, or state law.

ARTICLE XI

HEALTH AND WELFARE

11.1 MEDICAL/DENTAL.

(a) From July 1, 2019 through June 30, 2022, COUNTY shall offer FOPPO members the same medical and dental packages, including VEBAs, offered to Yamhill County Employee Association, hereinafter referred to as "YCEA" bargaining unit members in the same period.

Effective September 1, 2022, the County shall pay 97% of the Providence Base plan monthly premium effective September 1, 2022 through August 31, 2023 for coverage of full-time employees and their dependents. The employee shall pay 3%. In addition, the County shall permit full-time employees to "buy-up" to a different plan. The County shall contribute \$125 per month toward the cost of the "buy-up" plan. The employee's share shall be paid by payroll deduction.

From September 1, 2023 through August 31, 2024, the County shall pay 97% of the Providence Base plan monthly premium effective September 1, 2023 for coverage of full-time employees and their dependents. The employee shall pay 3%. In addition, the County shall permit full-time employees to "buy-up" to a different plan. The County shall contribute \$125 per month toward the cost of the "buy-up" plan. The employee's share shall be paid by payroll deduction.

From September 1, 2024 through August 31, 2025, the County shall pay 96% of the Providence Base plan monthly premium effective September 1, 2024 for coverage of full-time employees and their dependents. The employee shall pay 4%. In addition, the County shall permit full-time employees to "buy-up" to a different plan. The County shall contribute \$125 per month toward the cost of the "buy-up" plan. The employee's share shall be paid by payroll deduction.

While this Agreement is in effect, the County will provide a Voluntary Employee Beneficiary Association Medical Expense Plan (VEBA) to be administered by a third party of behalf of those members who select the Providence Base Plan. Effective September 1, 2022 through August 31, 2025, the amount of the VEBA is \$125 per month.

(b) The employee shall have choice of coverage under a given plan within a package and may select the plan at the time of employment or at the annual open enrollment period.

11.2 LIFE INSURANCE. COUNTY shall provide \$10,000 term life insurance for each employee and \$2,000 for the employee's eligible dependents under a plan selected by COUNTY. Employees shall designate their beneficiaries. COUNTY will provide an option for additional life insurance at the employee's cost.

11.3 RETIREMENT. Effective July 1, 1990, COUNTY shall provide employees with prospective PERS/OPSRP "police and fire" retirement coverage unless otherwise prohibited by law.

11.4 DEFERRED COMPENSATION. COUNTY shall provide the ability for an employee to participate in a Deferred Compensation Plan through a financial institution such as Nationwide, ICMA, or other qualified institution.

11.5 ELIGIBLE EMPLOYEES.

(a) Full time employees shall be eligible for the health and welfare benefits set forth in this Article on the first day of the calendar month following the date of hire if the employee is hired on or before the 15th day of the month. If the employee is hired on or after the 16th day of the month, then the employee shall be eligible on the first day of the second calendar month following the date of hire.

(b) Regular part time employees shall be eligible for the health and welfare benefits set forth in this Article on the first day of the calendar month following the date of hire if the employee is hired on or before the 15th day of the month. If the employee is hired on or after the 16th day of the month, then the employee shall be eligible on the first day of the second calendar month following the date of hire. Eligible regular part time employees shall receive pro-rated benefits according to their percentage of working full time.

11.6 RETIREMENT BENEFIT. An employee who has served COUNTY for a minimum of 10 years continuous service immediately prior to retirement at or after the age of 55 will be entitled to an early retirement benefit in the form of severance pay in the sum of \$100 for each year of the employee's age less than 70.

Continuous service shall mean employment by COUNTY that has not been interrupted by a separation of employment for any reason. Continuous service for rehired employees shall begin from the most recent date of hire. Unpaid leave periods shall not be counted as completed continuous service for the purpose of this section, unless doing so would be prohibited by an applicable federal or state law.

11.7 SHORT TERM DISABILITY. COUNTY will pay the full premiums for short-term disability insurance administered through a private carrier in accordance with standards determined and approved by the joint COUNTY and YCEA Benefits Committee.

ARTICLE XII

DISCIPLINE AND DISCHARGE

12.1 CAUSE FOR DISCHARGE. COUNTY may discharge or suspend an employee for just cause but no employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee of a complaint against the employee concerning the employee's work or conduct. However, that no such prior warning notice shall be necessary if the cause of discharge or suspension is dishonesty, drinking while on duty or operating a COUNTY motor vehicle, violation of the drug and alcohol policy, gross insubordination, conviction of a crime, habitual absenteeism, deliberate or reckless destruction of COUNTY property, willful misrepresentations to the court or officers of the court, intentional misrepresentations made under oath, gross misconduct, or sexual misconduct in connection with work.

12.2 WARNING NOTICE. The complaint specified in such prior warning notice need not concern the same type of misconduct as the cause of discharge or suspension. No such warning notice shall remain in effect for a period of more than 12 months. When COUNTY issues a warning notice, suspension or termination, it must be within 21 days, exclusive of Saturdays, Sundays and holidays, of the day COUNTY first has knowledge of the complaint giving rise to the warning notice, suspension, or termination. Otherwise, the notice will be disallowed. A copy of such warning notice, suspension, or discharge shall be given to FEDERATION and employee immediately upon issuance and no later than one (1) business day.

12.3 PROTEST. An employee may protest the employee's own termination or suspension or any warning notice. FEDERATION shall have the right to protest any such discharge, suspension, or warning notice. Any such protest shall be presented to COUNTY in writing within 10 days, exclusive of Saturdays, Sundays and holidays, after the discharge, suspension or warning notice. If not presented within such period, the right of protest shall be waived. The authorized representatives of COUNTY and FEDERATION will try to resolve the matter within ten (10) business days. If they fail to reach agreement within 10 business days it shall be promptly referred to the grievance procedure.

12.4 NOTICE TO FEDERATION. In no event will an employee be discharged until COUNTY has given prior written notice to FEDERATION of said discharge, except in the case of dishonesty, drinking related to employment or the operation of a COUNTY motor vehicle, use or sale of illegal drugs, gross insubordination, conviction of a crime, habitual absenteeism, deliberate or reckless destruction of COUNTY property, willful misrepresentations to the court or officers of the court, intentional misrepresentations made under oath, gross misconduct or sexual misconduct in connection with work. In these cases, written notice shall be given within two (2) business days following such termination.

12.5 RECORDS. An employee subject to discipline shall be given a copy of any disciplinary action entered in the employee's personnel records within five (5) business days of such action.

12.6 DEFINITIONS. For purposes of section 12.1 and 12.4, the following definitions shall apply:

- (a) "Gross misconduct" means any conduct constituting a substantial disregard of the standards of behavior which a reasonable employer has the right to expect.
- (b) "Sexual misconduct in connection with work" means any conduct constituting sexual harassment under Oregon Administrative Rule 839-005-0030 or any overt sexual activity occurring in the workplace in which the employee is a willing participant.
- (c) "Illegal drugs" means the definition set forth in the applicable Drug and Alcohol Policy.

ARTICLE XIII

GRIEVANCE PROCEDURE

13.1 DISCRIMINATION COMPLAINT. All complaints alleging any form of discrimination may be processed through the grievance procedure. A grievant may submit such a claim to binding arbitration only if the employee agrees, in writing, to accept the arbitrator's ruling as final and binding.

13.2 DISMISSAL OR SUSPENSION DISPUTES. Disputes arising from termination or suspension of an employee are subject to the grievance and arbitration procedure.

13.3 TIMELINESS OF GRIEVANCE. Grievances are defined as alleged violations of this Agreement and must be initiated within fifteen (15) calendar days of the date the employee knew or should have known of the occurrence. Grievances filed in a timely manner shall be processed according to Section 13.5 of this Article.

13.4 ASSIGNMENT OF GRIEVANCE STEP. Upon mutual agreement by the parties to a grievance, when the nature of the grievance is such that it would be perfunctory or ineffectual to proceed at a lower step, it may be initiated at the lowest step where successful solution may be reasonably expected.

13.5 GRIEVANCE STEPS. Employees are encouraged to resolve their problems informally at the immediate supervisor level. If such a problem cannot be resolved, the following procedure shall be followed:

Step 1. Any employee, with notice to FEDERATION, or FEDERATION, on an employee's behalf (with written permission of the employee), may file a grievance in writing with the employee's immediate supervisor or department head. Grievances must be timely filed within the deadline set forth in Article 13.3. The immediate supervisor or department head shall respond in writing to the grievance within ten (10) calendar days to the employee with a copy to FEDERATION.

Step 2. If the Step 1 grievance remains unresolved, the decision may be appealed to the Director of the Department of Community Justice within ten (10) calendar days after the response required by Step 1 response. The Director of the Department of Community Justice or designated representative shall respond in writing to the grievance within ten (10) calendar days after receipt of the Step 2 grievance appeal.

Step 3. If the grievance remains unresolved at Step 2, it may be appealed to the County Administrator within ten (10) calendar days after the Step 2 response was due. The County Administrator or its designee shall respond in writing within ten (10) calendar days after receipt of the grievance.

13.6 GRIEVANCE STEP TIME LIMITS. The intent of both parties is to process grievances at each step in as short a period of time as is practical. If a grievance is not advanced to the next step within ten (10) calendar days of a written decision, it shall be deemed waived.

13.7 EMPLOYEE ASSURANCE. Employees shall be assured freedom from retaliation for use of the grievance procedure.

13.8 EMPLOYEE'S REPRESENTATION RIGHTS REGARDING GRIEVANCES. Employees shall have the right to process grievances with or without representation by FEDERATION. A FEDERATION representative shall have the right to be present to hear disposition of the grievance when the employee has not requested FEDERATION'S representation.

13.9 OFFICIAL STATEMENT OF GRIEVANCE. All grievances shall be reduced to writing and shall include the facts giving rise to the grievance and the remedy requested.

13.10 OBSERVANCE OF TIME LIMITS FOR GRIEVANCE PROCEDURE. Time limits specified in this procedure must be observed unless a party requests a specific extension of time and the parties mutually agree in writing to the requested extension of time or other mutually agreed extension of time. The extension of time shall become part of the grievance record.

13.11 MEDIATION. At any time in the grievance process, the parties may mutually agree to mediation. The parties shall schedule mediation as soon as reasonably practicable for the parties.

13.12 FEDERATION'S RIGHT TO REQUEST ARBITRATION FOR UNRESOLVED GRIEVANCE. Any grievance, having progressed through the steps outlined in this article, and remaining unresolved, may be submitted by FEDERATION to arbitration for resolution. To be valid, Federation must submit its written request for arbitration to COUNTY within thirty (30) calendar days after receipt of the Board of Commissioners' response.

13.13 SELECTION OF AN ARBITRATOR. Arbitrations shall be heard by one (1) arbitrator. COUNTY and FEDERATION shall jointly request from the Employment Relations Board the names of seven (7) qualified arbitrators. FEDERATION and COUNTY will select an arbitrator by alternately striking names. The order of striking names shall be determined by one (1) toss of the coin. One (1) name at a time shall be struck until only one (1) name remains on the list. The name remaining on the list shall be accepted by the parties as the arbitrator and the arbitration hearing shall commence thereafter.

13.14 BINDING ARBITRATION FOR GRIEVANCE RESOLUTION. The parties agree that the decision or award of the arbitrator shall be final and binding on each party. The

arbitrator shall have no authority to add to, subtract from, or change any terms of this Agreement, change an existing wage rate, or establish a new wage rate.

13.15 ARBITRATION FEES and EXPENSES. COUNTY and Federation shall each pay one half (1/2) of the fees and expenses of arbitration. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

ARTICLE XIV

PROBATIONARY PERIOD

14.1 PURPOSE. The probationary period is an integral part of the employee selection process and provides COUNTY with the opportunity to upgrade and improve the quality of its service by observing a new employee's work, training the new employee, aiding new employees to adjust to their positions, and providing COUNTY with an opportunity to reject any employee whose work performance fails to meet required work standards.

14.2 DURATION OF PROBATIONARY PERIOD. Every new employee hired into the bargaining unit shall serve a probationary period of eighteen full calendar months. Except for vacation leave and sick leave less than five consecutive days, time spent on leave is not included in the eighteen-month probationary period. During the probationary period for a newly hired employee, COUNTY may terminate the probationary employee for any reason. Any termination of a probationary employee is not subject to the grievance process and shall in no event constitute a violation of this Agreement. The probationary period may be extended an additional six months.

14.3 PROBATIONARY CONDITIONS. FEDERATION recognizes the right of COUNTY to terminate probationary employees for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees, including but not limited to, the shifting of work schedules and job classifications, the assignment of on-the-job training, cross-training to other classifications, the assignment to educational courses and training programs, and the requirement that such employees attend training programs on their off-duty time for which they will be compensated on a straight time basis by the granting of compensatory time off to the extent allowed by the 7(k) exemption.

ARTICLE XV

SENIORITY AND LAYOFF

15.1 DEFINITION OF SENIORITY. "Seniority" as used in this article is determined by the length of an employee's continuous service with the COUNTY since the employee's most

recent date of hire. For the purpose of determining seniority, continuous service shall mean employment by COUNTY that has not been interrupted by a separation of employment for any reason. Continuous service for rehired employees shall begin from the most recent date of hire. Unpaid leave periods shall not be counted as completed continuous service for the purpose of gaining seniority, unless doing so would be prohibited by an applicable federal or state law.

15.2 APPLICATION OF SENIORITY IN PROMOTIONS. Determinations of individuals to be promoted within the bargaining unit shall be based upon the skills and abilities, attendance records, disciplinary records, interviews, or other relevant criteria of the employees involved. Where skills and abilities of two or more employees are equal, the employee with the greater seniority will be promoted. In order to be eligible for promotion, an employee must be in good standing for at least twelve (12) months.

15.3 WHEN LAYOFFS OCCUR. In the event layoffs become necessary, the layoffs shall be by inverse order of seniority within the classification.

15.4 RECALL. Employees shall be called back from layoff according to seniority in the classification which is re-funded. A laid-off employee shall retain the right to recall for a period of twelve (12) months from the date of layoff. Laid-off employees shall be recalled only by certified or registered mail, addressed to the employee's last address of record with the COUNTY, and the employee shall have five (5) calendar days following the first attempt at delivery of such notification in which to inform the COUNTY of intent to return to work, and an additional ten (10) days from the notice of intent to return to work to report to work.

ARTICLE XVI

GENERAL PROVISIONS

16.1 NO DISCRIMINATION.

(a) The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as based on any class or status protected by Oregon or federal laws or membership or non-membership in FEDERATION. FEDERATION shall share equally with COUNTY the responsibility for applying the provisions of this Agreement.

(b) All references to employees in this Agreement designate all genders, and wherever the one gender is used it shall be construed to include male, female, and non-binary employees.

(c) Employees shall have the right to form, join, and participate in the activities of FEDERATION or any other labor organization, or to refrain from any or all such activities, and there shall be no discrimination by either COUNTY or FEDERATION by reason of the exercise of such right except as specifically provided herein.

(d) Nothing in this Agreement shall be construed as precluding or limiting the right of an individual employee to seek compliance with the terms of this Agreement.

16.2 EXISTING CONDITIONS. No reduction in existing working conditions or benefits which constitute mandatory subjects for bargaining not covered elsewhere in this Agreement shall be made. Any dispute as to whether a change in working conditions or benefits is justified may be taken up as a grievance under Article XIII. The benefits provided by this

Agreement shall be exclusive and shall be in lieu of all economic or related benefits heretofore provided by COUNTY. Nothing in this Agreement, however, shall be construed to prohibit or limit the right of COUNTY to grant time off with pay for personal reasons, natural disasters, rescue work or property damage, consistent with COUNTY'S prior practice or orders.

16.3 CHANGES IN EXISTING CONDITIONS. COUNTY will solicit and be receptive to the input of FEDERATION regarding changes in existing working conditions proposed by COUNTY, and any such changes shall not be made for arbitrary or capricious reasons.

Any unresolved dispute regarding a change in existing working conditions which constitutes a mandatory subject of bargaining shall be resolved through the grievance procedure.

Whenever any existing conditions are changed, they shall be posted prominently on all Department bulletin boards for a period of 10 consecutive workdays prior to becoming effective.

16.4 NEGOTIATIONS MEETINGS. COUNTY and FEDERATION shall notify each other of the names of persons authorized to negotiate for the parties. Negotiations shall, to the extent possible, be conducted during normal working hours. FEDERATION negotiators shall be allowed time off with pay for the purpose of attending negotiating meetings with COUNTY so long as such meetings do not interfere with performance of the employee's job. COUNTY'S obligation to pay FEDERATION negotiators under this shall be limited to two employees.

16.5 PAY DAYS. Employees shall be paid twice monthly, on or before the 15th day and the last working day of each month, or as permitted or required by law.

16.6 COPIES OF AGREEMENT. COUNTY agrees to pay for the cost of reproducing five copies of this Agreement to be supplied to FEDERATION for use by its members.

16.7 COPY MACHINE. COUNTY agrees to set up a monthly charge account on behalf of FEDERATION for use of the COUNTY copy machine at the same rate charged other non-COUNTY authorized users. Upon receipt of a quarterly statement, FEDERATION agrees to promptly pay all costs accrued during that quarter. COUNTY business shall be given priority over non-COUNTY business.

16.8. MOONLIGHTING.

(a) No employee shall apply for, or accept, part time or full time work, with or without compensation, whether regular or temporary, with any employer other than COUNTY, where said work either adversely affects the employee's job performance or presents a conflict of interest.

(b) Prior written notice of intent to take an outside job will be given by the employee to the supervisor at least five (5) working days before such job will begin. The supervisor will restrict an employee's ability to take such work only if the job would violate the provision of Section 16.8(a) of this Article.

16.9 CASELOAD AUDITS. COUNTY agrees to establish and maintain uniform criteria for auditing the caseloads of all COUNTY parole and probation officers. Once developed, the policy for auditing caseloads will be consistently implemented. FEDERATION agrees that criteria and policy may be updated as needed to meet the operational needs of COUNTY or to meet regulatory or statutory requirements.

16.10 SAFETY.

(a) COUNTY shall provide each vehicle assigned for employee business use with a rechargeable flashlight and GPS device.

(b) COUNTY shall provide each employee with a bulletproof vest.

(c) To the extent allowed by law, COUNTY will allow employees to register their personal automobiles at the address of the Department of Community Justice office.

16.11 FIREARMS IN THE FIELD.

(a) An employee may carry a firearm while in the field and in the office if the employee is on-duty, complies with department policy and local, state, and federal laws, and:

(1) The employee passes any required psychological screening;

(2) The employee notifies the Director of the Department of Community Justice in writing of his/her intent to carry a firearm while on duty; and

(3) The employee has successfully completed a firearms training program recognized by DPSST and continues to meet minimum firearms qualifications applicable to parole and probation officers per COUNTY policy and statutory requirements.

(4) Employees will not be required to carry firearms concealed while in the field.

16.12 USE OF COUNTY E-MAIL SYSTEM.

(a) Subject to subsection (b), FEDERATION employees are authorized to use COUNTY email system to communicate to other FEDERATION employees limited, impartial FEDERATION business information such as meeting notices. Use of COUNTY email system is

not authorized to communicate any political information or collection of data for use in FEDERATION activities or bargaining without advance written permission of a supervisor.

(b) Use of COUNTY email system is subject to COUNTY email policies, including review by department heads and other persons authorized by COUNTY policy. All COUNTY email is a public record and is subject to disclosure unless exempted from disclosure by Oregon law in accordance with COUNTY email policy. There is no reasonable expectation or guarantee of privacy in the workplace, including, but not limited to, use of COUNTY email system.

16.13 DRUG AND ALCOHOL TESTING POLICY. The policy attached and incorporated into this Agreement as Attachment A and labeled “Drug and Alcohol Testing Policy” is hereby made a part of this Agreement.

ARTICLE XVII

SAVINGS CLAUSE AND FUNDING

17.1 SAVINGS CLAUSE. Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof directly specified in the decision, and the remainder of this Agreement shall remain in full force and effect. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section, or portion thereof.

17.2 FUNDING. The parties recognize that revenue needed to fund wages and benefits provided by the Agreement must be approved annually by established budget procedures and in certain circumstances by vote of the citizens of COUNTY or by state budget procedures. All such wages and benefits are therefore contingent upon sources of revenue and, where applicable, voter budget approval. COUNTY has no intention of reducing the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. COUNTY agrees to include in its annual budget request amounts sufficient to fund wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget requests pursuant to established budget procedure. This section and COUNTY action thereunder shall not be subject to Article XIII.

ARTICLE XVIII

TRAVEL EXPENSE REIMBURSEMENT

18.1 COUNTY shall reimburse employees for travel and entertainment expenses in accordance with COUNTY’S travel and entertainment expense policy applicable to YCEA bargaining unit members in effect at the time that the expense is incurred.

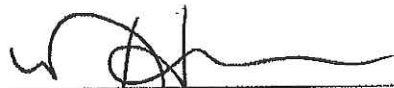
ARTICLE XIX

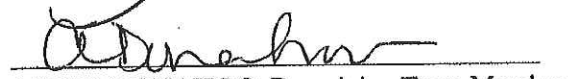
DURATION AND RATIFICATION

This Agreement shall be effective July 1, 2022 through June 30, 2025. This Agreement shall remain in full force and effect during negotiations for a successor agreement.

FOR FOPPO:

Date: 12-07-2022


KATY HARMON, President


ANGIE DONAHOO, Bargaining Team Member

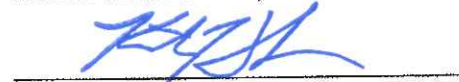
FOR THE COUNTY:

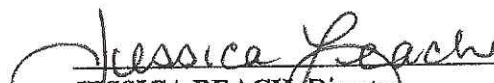
Date: 11/10/22


LINDSAY BERSCHAUER, Chair


CASEY KULLA, Commissioner


MARY STARRETT, Commissioner


KEN HUFFER, County Administrator


JESSICA BEACH, Director
Department of Community Justice

APPROVED AS TO FORM:

By: Seth Davis
SETH DAVIS
Attorney for the Federation

APPROVED AS TO FORM:

By: 
CHRISTIAN BOENISCH
Yamhill County Legal Counsel

ATTACHMENT A

Drug- and Alcohol-Free Workplace

POLICY

COUNTY is committed to providing a safe work environment that fosters the well-being of its employees. COUNTY has zero tolerance for substance abuse in the workplace, and this policy is intended to prevent drug and alcohol possession, use, and abuse in our work environment. The use of any drug or alcohol can interfere with safe and effective employee performance and productivity. In the workplace, drug and alcohol abuse commonly leads to increased absenteeism, higher health care costs, lower job performance and productivity, higher incidents of theft in the workplace, and higher rates of on-the-job accidents resulting in injury to the abuser and fellow employees. Not only are billions of dollars lost every year due to drug and alcohol abuse, drug and alcohol abuse results in tremendous negative social impacts on affected co-workers, families, and friends.

COUNTY follows a drug-free workplace policy that meets its commitment to and promotion of higher standards of employee performance, productivity, health, safety, and reliability. In order to provide a safe workplace where all employees can perform effectively, COUNTY treats drug and alcohol abuse seriously. As a condition of employment, all employees in the bargaining unit of the Federation of Oregon Parole and Probation Officers must abide by this policy.

Under this policy, COUNTY strictly prohibits the following conduct by employees while on duty or engaged in COUNTY business, regardless of whether such conduct occurs on or off COUNTY premises:

- Report for work or remain at work with a detectable level of alcohol or controlled substance, intoxicant, or illegal drug in the employee's system in excess of screening and confirmation cutoff levels set forth in this policy;
- Engage in unauthorized use of any alcohol, controlled substance, intoxicant, or illegal drug on COUNTY premises or on COUNTY time, including rest and meal periods;
- Except in the performance of official job duties, possess or attempt to distribute, sell, obtain, manufacture, transfer, share, or receive any alcohol, controlled substance, intoxicant, illegal drug, or any other substances that impair job performance or pose a hazard to the safety and welfare of the employee, coworkers, and members of the community;
- Use, transfer, or possess drug paraphernalia or open alcohol containers for personal use while on COUNTY premises or COUNTY time;
- Use prescription or over-the-counter drugs in a manner inconsistent with the label or the directions of the prescribing healthcare provider;
- Refuse to cooperate with the alcohol or drug testing process or otherwise interfere with the test; and
- Engage in misconduct that damages the COUNTY's reputation or an employee's working relationship with the COUNTY.

The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive, and alcohol- and drug-free environment. Although COUNTY has no intention of intruding upon the private lives of its employees, employees are expected to report to work mentally and physically fit to perform their duties. Note that COUNTY policy on searches include situations involving the potential use or possession of alcohol or drugs on COUNTY premises or COUNTY time.

Everyone shares responsibility for maintaining a safe work environment for each other, and coworkers should encourage anyone who may have an alcohol or drug problem to seek help. We encourage employees who have a substance abuse problem to seek treatment and rehabilitation through the Employee Assistance Program (EAP) before it impacts their health, relationships, and job.

This policy shall be interpreted so as to conform with the applicable collective bargaining agreement and applicable federal and state law. It does not and is not intended to alter or create any terms and conditions of employment, nor shall it be construed as a promise of continued employment or employment for any length of time.

DEFINITIONS

Controlled Substances – all forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, whose sale, purchase, transfer, use, or possession is prohibited by state or federal law.

Drug Paraphernalia – any items which are used for the administering or storing of prohibited drugs.

Illegal Drugs – drugs that are illegal under federal or state law, as well as medically-authorized (prescription) or over-the-counter drugs which are used, possessed, transferred, or distributed in a manner that is inconsistent with its label or the directions of a licensed healthcare provider. For example, ingesting someone else's prescription medication or ingesting your own prescription medication in a manner inconsistent with the drug label or the directions of your licensed healthcare provider would violate this policy.

Medically-Authorized (Prescription) Drugs – drugs which are used during medical treatment, prescribed and authorized for use by a licensed healthcare provider, and used in accordance with the drug label or as directed by the licensed healthcare provider.

Marijuana remains an illegal drug under federal law. Use of marijuana, including medical marijuana, is prohibited. The use of recreational or medical marijuana where it is legal under state law does not excuse a positive test result or other violation of this policy.

Over-the-Counter Drugs – drugs which are generally available for purchase or consumption without prescription from a licensed healthcare provider and are limited to those drugs which can impair the judgment of an employee to safely perform his or her duties.

Positive Test Result – a detectable level of alcohol or drugs in an employee's system in excess of screening and confirmation cutoff levels set forth in this policy.

Reasonable Suspicion – a set of objective and specific observations or facts based on direct observation, either by a supervisor or another employee, which leads one to suspect that an employee is under the influence of alcohol or drugs, including, but not limited to, physical evidence of controlled substances, drug paraphernalia, or illegal drugs, patterns of erratic or abnormal behavior, disorientation or confusion, and an inability to complete routine tasks.

MEDICALLY-AUTHORIZED (PRESCRIPTION) DRUGS, OVER-THE-COUNTER DRUGS, AND ALCOHOL

When an employee uses over the counter medication or receives a prescription for prescription drugs from his or her licensed healthcare provider, the employee must ask whether the drugs will impair his or her ability to safely perform his or her job. If so, the employee must submit a healthcare provider statement to Human Resources. The healthcare provider should be familiar with the employee's work duties before signing the statement. The statement need not identify the drug, and it may simply state that the employee is unable to perform safety-sensitive functions (or other relevant job duties) due to his or her prescription medication. COUNTY may ask the healthcare provider to complete a fitness-for-duty form indicating when the employee is expected to be able to perform the identified job duties or to return to work. Where possible, COUNTY may but is not required to temporarily assign other work consistent with the employee's medical condition.

Abuse of medically-authorized or over-the-counter drugs is a violation of this policy. Using another person's prescription medication and off-label use of medication in a manner that has not been directed by a healthcare provider is also considered abuse in violation of this policy.

DRUG AND ALCOHOL TESTING

COUNTY tests for alcohol and drugs under the circumstances described below. We may require a biological sample, such as urine, saliva, breath, and/or blood samples, for an alcohol or drug test. When samples are needed for analysis in a laboratory, we will use one that is properly licensed.

A. APPLICANT TESTING

Any offer of employment may be contingent upon satisfying drug-testing requirements. If the applicant fails to comply with this policy or the testing requirements or related COUNTY requirements or if the test result is positive, COUNTY will withdraw the offer of employment. Refusal to submit to testing will be treated as the applicant's voluntary withdrawal of his or her application for employment or declination of an offer of employment. An applicant who tampers with, adulterates, or substitutes urine or other bodily samples is permanently barred from employment with COUNTY.

B. REASONABLE SUSPICION-BASED TESTING

Employees shall be subject to alcohol or drug testing when there is reasonable suspicion.

When there is reasonable suspicion, the employee may not return to work until fitness for duty has been established.

COUNTY reserves the right to decide whether reasonable suspicion exists.

C. ACCIDENTS

An accident includes any incident involving property damage, physical injury, or near miss. Any employee who contributes to or causes an accident (*e.g.*, an employee who runs over a person while driving) may be subject to a drug test, as are any injured employees, at the discretion of COUNTY or as required by law or court order.

If subsequent incident investigation results in a recommendation for termination of employment or other disciplinary action (*i.e.*, for safety or other policy violation), the termination or other disciplinary action will occur regardless of the test results.

D. TESTING AS REQUIRED BY FEDERAL OR STATE LAW OR REGULATION

Employees are required to submit to any alcohol or drug tests required by federal or state law or regulation while you are working on COUNTY time or on COUNTY premises.

We require all employees to cooperate fully in any COUNTY, administrative, or law enforcement investigations related to or resulting from this policy. This includes signing any necessary authorizations for releasing test results to us.

ALCOHOL OR DRUG TESTING PROCEDURE

A local medical facility or licensed testing facility will collect samples for alcohol and drug testing. A local medical facility or licensed testing facility will conduct laboratory and confirmatory testing on samples. When an employee is asked to undergo a drug test, he/she will be informed of the type of sample that must be provided and the method of sample collection. The employee will be asked to provide identification to the person who collects the sample.

All testing will be conducted immediately before, during, or after a work period. Time spent in testing is considered work time for purposes of compensation and benefits. COUNTY will pay all costs associated with the alcohol or drug test.

Prior to testing, COUNTY will afford applicants and employees subject to testing the opportunity to list all prescription and non-prescription drugs and controlled substances that they have used, as well as the opportunity to explain the circumstances surrounding the use of such drugs and controlled substances, to the individual or entity administering the alcohol or drug test. Failure of any employee to establish adequately a legal basis for the use of any drug or controlled substance with respect to which the employee tests positive shall constitute a violation of this policy.

Prior to testing, applicants and employees subject to testing must sign an approved form demonstrating the applicant or employee's agreement to the testing, authorization to release the test results to COUNTY management, and authorization to disclose the results by management to a personnel representative, the

employee's supervisor, higher management, and other persons. Management will obtain the results of the analyses and communicate or disclose such results to a personnel representative, the employee's supervisor, higher management, and any other person in accordance with COUNTY policies and procedures. All samples will be collected under reasonable and sanitary conditions and with due regard to the privacy of the individual who is being tested, and in a manner that is reasonably calculated to prevent substitution or interference with the collection of a reliable sample. All samples will be labeled in a manner that reasonably precludes the probability of erroneous identification or sample tampering.

Any employee tampering with, substituting, adulterating, falsifying, or altering an alcohol or drug sample, screening test, or any aspects of the testing process, or providing inaccurate or false information will be subject to immediate termination.

We reserve the right to discipline an employee, up to and including termination of employment, or withdraw any offer of employment to an applicant who refuses to submit to alcohol or drug testing under the conditions described in this policy or who otherwise fails to comply with this policy, the testing requirements, or related requests from COUNTY.

Refusal to submit to a test includes failing to produce enough urine, breath, blood, or other approved physical sample for an alcohol or drug test without valid medical explanation and/or engaging in conduct that clearly obstructs the testing process.

VOLUNTARY DISCLOSURE AND POSITIVE TEST RESULTS

A. Voluntary Disclosure of Criminal Drug Statute Conviction

Employees who are convicted of any criminal drug statute for a violation occurring in the workplace must report the conviction to his/her supervisor or Human Resources no later than five (5) days after the conviction. Failure to do so shall constitute a violation of this policy.

B. Voluntary Disclosure of Violation of Policy

We understand that employees may be hesitant or afraid to ask for help. If an employee voluntarily discloses alcohol or drug use in violation of this policy to his/her supervisor or Human Resources prior to a positive drug test result, COUNTY will assist the employee in obtaining appropriate counseling or treatment, if appropriate under the circumstances. Under these circumstances and subject to applicable federal and state laws or regulations, COUNTY will consider at its sole discretion whether to offer an unpaid leave of absence for the duration of treatment or counseling.

An employee's decision to voluntarily seek treatment or counseling will not be used as a basis for disciplinary action or in consideration for employment advancement. However, participating in a treatment or counseling program will not exempt an employee from the requirements of this policy and will not shield employees from disciplinary action for violating it. A request for assistance cannot be used as an "after-the-fact" action to counteract potential disciplinary action as a result of violations of this policy.

Employees must comply with all COUNTY policies, rules, and job performance standards upon returning to work after completing a voluntary treatment program.

Positive Test Result

Screening and confirmation cutoff levels to determine Positive Test Results shall be those published by Redwood Toxicology Laboratory, Inc., a California corporation ("RTL"), at the time of testing. In the case of a breath test for alcohol, the cutoff level shall be 0.02% blood alcohol content.

In the event that RTL stops publishing screening and confirmation cutoff levels, the parties agree to use RTL's last published screening and confirmation cutoff levels unless the parties agree to different screening and confirmation cutoff levels.

All positive tests are retested for confirmation when possible. If the retest confirms the initial positive result, we will suspend the employee (without pay) for violation of COUNTY policy. COUNTY may also take any other appropriate employment action, including, but not limited to:

- Denying a job application or rescinding a conditional job offer.
- Offering an employee in good standing a Last Chance Agreement with the opportunity to seek treatment at a certified drug and alcohol treatment center in lieu of discipline for a first-time positive drug test result. The following procedure will apply if the employee agrees to the offer:
 - The employee must meet with an accredited EAP counselor. This counselor will assess the employee's alcohol and/or drug use and establish a treatment program. Failure to cooperate with the EAP counselor or to complete the treatment program constitutes a breach of the Last Chance Agreement.
 - Before returning to work, the employee must submit to an alcohol and/or drug test. This test must be alcohol-free and drug-free to allow the employee to return to work. After returning to work, the employee is required to submit to unscheduled testing at COUNTY's discretion. The time period for unscheduled testing will be stated in the Last Chance Agreement and may range from 12 months to five years. We may also require other conditions. Refusing to take a test during this period constitutes a breach of the Last Chance Agreement.

Employees may enter into only one Last Chance Agreement for the duration of their employment with the County, including any subsequent periods of employment. Although an employee's medical benefits may cover some portion of the cost of treatment or counseling, the employee is solely responsible for treatments or counseling costs. COUNTY assumes no financial responsibility for such treatment or counseling, regardless of whether it is part of a Last Chance Agreement.

APPEAL PROCEDURE

When a sufficient testing sample remains after initial and confirmatory testing with positive test results, the applicant or employee, at his/her expense, may appeal the positive test results by conducting an independent confirmatory test on the sample at a licensed or other testing facility mutually approved by

COUNTY and the employee. An employee may submit and appeal and request an independent confirmatory test by notifying Human Resources in writing within five calendar days of receiving notice of the positive test results. The employee must agree to and arrange for the results of the independent confirmatory test to be sent directly to COUNTY.

There is no appeal procedure for a confirmed positive breath alcohol test.

SEARCH AND INVESTIGATION

Employees do not have any reasonable expectation of privacy with regard to COUNTY systems, equipment, or other property, as well as their personal property on COUNTY premises or other work sites. When there is reason to believe that an employee may be in violation of this policy, COUNTY may conduct a search of the workplace, including but not limited to drawers, desks, workstations, lockers, containers, County vehicles, and any County or personal property on County premises or other work sites. COUNTY reserves the right to retain any substances that it believes are prohibited and to deliver them to the appropriate law enforcement authorities. If a search reveals the presence of unauthorized alcohol, controlled substances, intoxicants, illegal drugs, or drug paraphernalia in violation of this policy, the employee may be subject to discipline, up to and including termination. Refusing to submit to a search constitutes a violation of this policy and may also result in disciplinary action, up to an including termination. Except in emergency situations, searches require the approval of the County Administrator, department head, or a designee.

WHERE TO GET ASSISTANCE AND INFORMATION ABOUT DRUG AND ALCOHOL ABUSE

Reliant Behavioral Health (RBH), Employee Assistance Program (EAP) offers 24-hour crisis help. Confidential and free to employees and any member of their household. Toll free (866) 750-1327 or online at MyRBH.com

The National Council on Alcoholism and Drug Dependency Helpline is a federally funded service providing referrals to drug and alcohol programs including referrals to programs including referrals to programs for those who cannot pay for services. (1-800-662-2255)

Alcoholic's Anonymous (AA) provides information and support to recovering alcoholics through local chapters in communities nationwide. (Portland 503-684-0415/Salem 503-399-0599)

Narcotics Anonymous (NA) provides information and support to recovering drug addicts through local chapters in communities nationwide. (Portland 503-345-9839)

Al-Anon provides information on alcoholism and alcohol abuse and refers callers to local Al-Anon support groups established to help friends and families of alcoholics. (Oregon and SW Washington # 503-292-1333)

EMPLOYEE ACKNOWLEDGMENT

By signing below, I acknowledge that I have read and agree to abide by the terms and conditions of COUNTY's Drug- and Alcohol-Free Workplace policy. By signing below, I also consent to alcohol and/or drug testing and searches as set forth in this policy.

I understand it is my responsibility to read and understand this policy and to contact my supervisor or Human Resources regarding any aspect of the policy that I do not understand. In order to maintain a safe work environment for myself and others, as well as to maintain public safety, I understand the importance of reporting any violation or suspected violation of this policy to my supervisor or Human Resources.

I understand that this policy does not and is not intended to alter or create any terms or conditions of employment that are not contained in the applicable collective bargaining agreement and applicable federal or state laws. Neither this policy nor this acknowledgement constitute a promise of continued employment or employment for any length of time. I may terminate my employment with COUNTY at any time and for any reason, with or without notice, and COUNTY may terminate my employment in accordance with the applicable collective bargaining agreement and the policies and procedures of COUNTY.

I also understand that COUNTY may change its policies and procedures from time-to-time and that I will be expected to abide by those policies and procedures as modified.

DATE

SIGNATURE

PRINT NAME

[END OF 2022 - 2025 COLLECTIVE BARGAINING AGREEMENT]