

2008 - 2011 COLLECTIVE BARGAINING AGREEMENT

Between Yamhill County and the Federation of Oregon Parole and Probation Officers

P R E A M B L E

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"). 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 All previous agreements between the parties or individual employees covered by this Agreement are hereby superseded.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) and interns, part-time employees who work less than 20 hours per week, supervisory employees and confidential employees, as defined by the Employment Relations Act.

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, 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, subject to the requirements of the PECBA.

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, and 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 or 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 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 contract.

2.3 LIMITATION ON APPLICABILITY OF GRIEVANCE PROCEDURE. The exercise of any management prerogative, function or right which is not specifically modified by this Agreement is not subject to the grievance procedure or, as set forth above, to bargaining during the term of this Agreement. The application of the above management rights with respect to a particular employee or group of employees shall not be subject to

settlement of disputes. Nothing in this Article is intended to inhibit or restrict informal, routine discussions 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 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. The 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. The normal work week is 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. "Flex-time" within the workweek may be allowed with the permission of a supervisor.

Except in emergency situations, all work performed in excess of 8 hours per day 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 at the supervisor's election pay at time and ½ the employee's regular rate of pay or compensatory time off as scheduling permits and

with approval of the supervisor. Compensatory time off shall be given at the rate of 1.5 hours for each 1 hour worked in excess of 40 hours per 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, and 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 MONTHLY SERVICE FEE. COUNTY agrees to deduct once each month from the pay of employees covered by this Agreement, a monthly service fee equivalent to membership dues from any employee who is a member of the bargaining unit and who has not joined FEDERATION within 30 days after hire.

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.

5.4 RIGHT OF NON-ASSOCIATION. FEDERATION expressly agrees that it will safeguard the rights of non-association of employees, based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employees shall pay the in-lieu-of-dues payment to a non-religious charity mutually agreed upon by the employee making such payment and FEDERATION, or in lieu thereof, the employee shall request that such in-lieu-of-dues payment not be deducted and shall make such payment to a charity as heretofore stated and shall furnish written proof to FEDERATION and COUNTY, when requested, that this has been done.

**ARTICLE VI
SALARY AND WAGES**

6.1 WAGES

(a) JULY 9, 2008. All bargaining unit members employed by Yamhill County on July 9, 2008 shall receive a 3.8% cost of living increase over salaries in effect on July 8, 2008.

(b) JUNE 24, 2009. All bargaining unit members employed by Yamhill County on June 24, 2009 shall receive a cost of living increase over salaries in effect on June 23, 2009 equal to the increase in the

Portland CPI-U from January, 2008 to January, 2009; provided, however, that the increase shall be not less than 2.5% or more than 4.5%.

(c) JULY 9, 2010. All bargaining unit members employed by Yamhill County on July 9, 2010 shall receive a cost of living increase over salaries in effect on July 8, 2010 equal to the increase in the Portland CPI-U from January, 2009 to January, 2010; provided, however, that the increase shall be not less than 2% or more than 5%.

(d) Effective July 1, 2009, salary step 1 is eliminated from the salary schedule. In the event a bargaining unit member then occupies salary step 1, that employee will be advanced to salary step 2, and the date of advancement will become that employee's new anniversary date. Elimination of salary step 1 does not affect the remaining salary steps on the salary schedule or the salary of any employee except as prescribed in this paragraph.

(e) Effective July 1, 2010, the then lowest salary step is eliminated from the salary schedule. In the event a bargaining unit member then occupies that salary step, that employee will be advanced to the lowest remaining salary step, and the date of advancement will become that employee's new anniversary date. Elimination of the salary step does not affect the remaining salary steps on the salary schedule or the salary of any employee except as prescribed in this paragraph.

6.2 MERIT INCREASE

(a) Employees receiving a rating of "meets expectations" or better (constituting 5 or more service credit points) 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 in the month preceding the employee's anniversary date. Except as specifically stated on the attached Exhibit "B", the "anniversary date" is the first day of the month in which the employee is hired if the employee is hired on the 1st through 15th day of the month, and is the first day of the month following the month in which the employee is hired if the employee is hired on the 16th through the last day of the month.

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 Corrections Manager in writing for "Lead PPO Work" duties over employees in the bargaining unit. "Lead PPO Work" is where 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; 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; and provide informal assessment of employees' performance to the Corrections Manager. 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 Corrections Manager as "Lead PPO" shall receive an additional \$125 per month in salary, which shall be pro-rated if appointment is made on a day other than the first of the month. The corrections manager may terminate Lead PPO status at any time.

Section 6.5 DPSST CERTIFICATION REQUIRED TO ADVANCE TO STEP 3, EXCEPTION. A PPO must be certified as a parole and probation officer by DPSST before being eligible to advance to step 3; provided, however, that this restriction shall not apply to an employee who is then certified as a parole and probation officer in another state.

Section 6.6 BI-LINGUAL PREMIUM

(a) At the sole discretion of the Director of Community Corrections, an employee is eligible for a premium of the amounts stated in subparagraph (b) 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 Community Corrections may terminate the employee's eligibility for the bi-lingual premium at any time upon the director's determination that an employee's use of bi-lingual skills in the performance of duties is no longer significant or necessary.

(b) (I) Through July 8, 2008 - \$50 per pay period.

(ii) July 9, 2008 to June 23, 2009 - \$62.50 per pay period.

(iii) June 24, 2009 to July 8, 2010 - \$67.50 per pay period.

(iv) July 9, 2010 - \$72.50 per pay period.

Section 6.7 AFTER-HOURS DUTY OFFICER

(a) Every DPSST certified employee will 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 a cell phone provided by the County in order to respond to law enforcement enquiries 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 \$125 for the seven day period. Further, the after-hours duty officer will be paid overtime for each call, in 15 minute increments, with a minimum of 15 minutes per call.

Section 6.8 DPSST CERTIFICATION PAY The following amounts of incentive pay shall be paid monthly to all members who are then certified by the Department of Public Safety and Standards.

(a) Intermediate DPSST certification pay. A certified employee shall be paid a monthly premium of 2% of the monthly salary 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 monthly premium of 4% of the monthly salary as stated on the salary schedule if the employee holds a current advanced parole and probation DPSST certification.

(c) Certification pay non-cumulative. An employee who holds a current advanced parole and probation DPSST certification receives a premium of 4% of the monthly salary, not 6%.

**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, 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 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).

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 leave with pay when a holiday occurs, the holiday shall not be charged against such leave. Unless on a bona fide authorized leave with pay an employee, to be eligible for holiday pay, must work his full assigned shifts next preceding and following the holiday. Holiday pay shall be prorated for permanent part-time employees.

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

ARTICLE VIII VACATIONS

8.1 VACATION CREDIT. Full time employees shall accrue vacation leave as follows:

(a) After completion of 6 full months of continuous service, employees shall be credited with 40 hours of conditional vacation credits. Full time employees with more than 6 months and less than 12 months continuous service shall be credited with 20 hours conditional vacation credits after 9 months and 20 hours conditional vacation credits after 12 months. A conditional vacation credit may be used for vacation as authorized by the Director. If an employee is separated from county employment prior to one year of continuous service, all then-existing conditional vacation credits are forfeited. After an employee serves one year of continuous service, any then-existing conditional vacation credits are converted into accrued vacation time.

(b) Full time employees with more than 12 months and less than 60 months continuous service shall be credited with 12 work days of vacation for each year of continuous service (one day per month).

(c) Full time employees with 60 or more months and less than 120 months continuous service shall be credited with 15 days of vacation for each year of continuous service (1 and 1/4 days per month).

(d) Full time employees with 120 or more months and less than 180 months continuous service shall be credited with 18 days of vacation each year of continuous service (1 and 1/2 days per month).

(e) Full time employees with 180 or more months continuous service shall be credited with 21 days of vacation for each year of continuous service (1 and 3/4 days per month).

(f) Full time employees with 240 or more months continuous service shall be credited with 24 days of vacation for each year of continuous service (2 days per month).

(g) Part time employees covered by this Agreement shall accrue vacation leave in proportionate amounts to that accrued by full time employees.

(h) Following completion of 12 full months of continuous service, employees' vacation entitlement shall be calculated on a calendar month basis. For this purpose only, 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.

8.2 CONTINUOUS SERVICE. Continuous service, for the purpose of accumulating vacation leave credit, shall be service unbroken by separation from employment by COUNTY. Time spent by an employee on a paid leave or job-related illness or injury shall be included as continuous service. Time spent on unpaid authorized leave will not be counted as part of continuous service for accrual purposes, but employees returning from such leaves and from layoff status shall be entitled to credit for service prior to the leave or layoff.

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

8.4 VACATION SCHEDULING. Employees shall be permitted to request vacation leave on either a split or an entire basis. Vacation times shall be scheduled by COUNTY based on the judgment of each department head as to the needs of efficient operations and the availability of vacation relief. Subject to the foregoing, employees shall have the right to determine vacation times.

However, if a conflict in vacation dates arises between two or more employees making a vacation request prior to April 15 of the calendar year, the employee having seniority shall be entitled preference in scheduling. For those vacation requests made after April 15, vacations shall be scheduled on a first come, first served basis. Scheduling of vacation periods, to the extent consistent with operating requirements of county and vacation credits of an employee, shall be in weekly units. Exceptions allowing smaller units may be granted at the discretion of the director.

8.5 TERMINATION OF EMPLOYMENT. No payment in lieu of vacation shall be made in the event of death or termination of an employee during the initial 12 months of continuous service. An employee or his/her heir shall be entitled to payment for accrued vacation leave in the event of the death or termination of employment for any reason after he has served for 12 consecutive months if he is otherwise entitled to vacation credits.

8.6 VACATION BUY-BACK. After completion of one year of continuous service, an employee may elect to receive up to one week's pay in lieu of vacation in conjunction with the employee's regularly scheduled vacation period which may include a holiday or other authorized leave (except sick leave). When exercising the vacation buy-back, the employee's vacation period shall be at least 5 work days in a row which may include a holiday or authorized leave (except sick leave) and which may be split by a weekend. This option may be exercised once each year. Said request shall be in writing on a county approved form and department head approval shall be required. Vacation buy-back may not be used in conjunction with any vacation donation. Payment shall be made as part of the regular monthly paycheck.

ARTICLE IX SICK LEAVE

9.1 SICK LEAVE CREDITS AND ACCUMULATION. Sick leave shall be earned by each full time employee at the rate of one day for each full calendar month of continuous service commencing with the most recent date of employment. Sick leave may be accumulated to a maximum of 960 hours and may be taken only for the purpose specified in section 9.2. Part time employees shall earn sick leave on a prorated basis according to the hours normally worked by the employee.

9.2 UTILIZATION OF SICK LEAVE. Sick leave is provided by COUNTY solely in the nature of insurance against an employee's loss of income due to illness or injury. Employees may utilize their sick leave allowance when unable to perform their work duties by reason of illness or injury, exposure to contagious disease

under circumstances by which the health of the employees with whom associated or members of the public necessarily dealt with would be endangered by attendance of the employee, or by illness in the employee's immediate household, or for any other leave protected by the Oregon and Federal Family Medical Leave Acts. In such event, the employee shall notify the department head or other supervisor of the reasons for his absence, the nature 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 injury or illness. A physician's statement of the nature of the injury or illness, the employee's disability from performing work, the need for the employee's absence, and the estimated duration of the absence may be required at the option of the department head or other supervisor for absences of over three days, prior to the payment of any sick leave benefits. A physician's statement may also be required at the option of the department head or other supervisor when an employee has had three or more nonconsecutive absences within a given calendar month, prior to the payment of any further sick leave benefits for that month, provided that the employee is notified in writing that a physician's statement will be required.

9.3 INTEGRATION WITH WORKERS COMPENSATION. During the time an employee is entitled to time-loss benefits due to an approved workers compensation claim for a work-related injury, an employee determined to have suffered a "non-chargeable injury" may select from one of the two options in this section with respect to payment of wages by the County. If no option is selected by an employee determined to have suffered a non-chargeable injury, the employee will be deemed to have selected Option 1. An employee determined to have suffered a "chargeable injury" will be deemed to have selected Option 2. Both options are subject to the restrictions stated in this section.

(a) Non-chargeable and chargeable injuries. A work-related injury will be characterized as a non-chargeable injury unless a "Review Committee" appointed under this section has determined by majority vote that the injury is a chargeable injury. The Review Committee shall consist of two members appointed by the Association president and two members appointed by the Administrative Services Director. The Review Committee's determination is subject to the grievance process in Article 13, beginning at Step 2.

(i) NON-CHARGEABLE INJURIES. In the event an employee has a compensable injury under the workers' compensation system, the injury will be characterized as a non-chargeable injury unless management elects to convene a Review Committee. An employee determined to have suffered a non-chargeable injury may select Option 1 or Option 2.

(ii) CHARGEABLE INJURIES. A chargeable injury is defined as an injury which occurred due to the employee's failure to follow proper safety procedure instructions, or was engaged in activities outside the scope of Yamhill County employment. In the event an injury is deemed to be chargeable, that employee is deemed to have selected Option 2.

(b) Options 1 and Option 2 explained.

(i) Option 1. The employee keeps the payment from the workers compensation carrier. The workers compensation carrier's payment is supplemented by the 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. Payments by the County under this option will not be made after 180 days from the date of injury. If the workers compensation claim is subsequently denied by the workers compensation carrier, accrued leave in the employee's vacation or compensatory time account will be charged for any County supplement paid under Option 1.

(ii) Option 2. The employee turns over the check from the workers compensation carrier. The County pays the full regular salary of the employee, but must be reimbursed for one-third of amount paid by deducting accrued vacation or compensatory time as described in this paragraph. Reimbursement will be made by first exhausting available vacation balances, or compensatory time at the election of the employee. All benefits and accruals are calculated on the basis of full payment. The deduction made to vacation balances or compensatory time under this paragraph is one-third of a work day's hours per day of absence on an approved workers compensation claim. If selected, this option remains in effect only until the exhaustion of all available vacation or compensatory time. At the time this option is no longer available under the terms of this paragraph, the employee will be deemed to have reverted to Option 1, if available.

(c) If an employee has selected Option 2, but fails to turn over the workers compensation check within seven days of receipt, that employee will be deemed to have forfeited any further supplement by the County to the workers compensation payment; provided, however, that an employee determined to have suffered a non-chargeable injury will be deemed to have selected Option 1.

(d) For approved workers compensation claims resulting from a work-related injury, the 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. The County will provide the benefits under Article 11 allowed under this section in the same manner as they were provided at the time of the employee's work-related injury.

9.4 SICK LEAVE WITHOUT PAY. Upon application by the employee, for injury and illness to the employee, sick leave without pay may be granted by COUNTY after accrued sick leave has been exhausted for a period of time which may last until the disability has ended. COUNTY may require that the employee submit a certificate from a physician periodically during the period of such disability. So long as the employee is on authorized leave under this section, the employee shall be reinstated to his or her former or similar position at such time as the employee has a release from a physician to return to work.

9.5 RETIREMENT FROM EMPLOYMENT. Compensation for accrued sick leave shall be provided for any employee upon his retirement, job-related disability, or to his beneficiaries upon his 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 sick leave upon retirement when all of the following conditions are satisfied:

- (a) The employee is at least 55 years old; and
- (b) The employee has served at least ten years continuous service immediately prior to retirement as a county employee; and
- (c) The employee intends to work no more than 20 hours per week at another job.

**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 work 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 the applicable elected official or the governing body having supervision of the employee.

10.2 JURY DUTY. Employees shall be granted 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 for such

jury duty. Upon being excused from jury service before the end of their normal shifts, employees shall immediately contact the department head or other supervisor for assignment for the remainder of his 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 he may receive as a witness fee.

10.4 REQUIRED COURT APPEARANCES. Leave of absence with pay shall be granted for attendance in court in connection with an employee's officially assigned duties, including the time required for travel to the court and return to the employee's headquarters. Employees whose normal duties require court appearances shall normally be compensated in the form of compensatory time off.

10.5 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 his station without supervisory approval. FEDERATION shall conduct all business on other than COUNTY time except as expressly authorized elsewhere in this Agreement.

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

10.7 PARENTAL LEAVE. Parental leave shall be granted in accordance with ORS 659A.159. Employees shall be required to use any accrued vacation, compensatory time, or personal holidays at the beginning of a period of parental leave and at the employee's discretion the employee may use sick leave after all accrued vacation, compensatory time and personal holiday leave is exhausted.

10.8 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.

10.9 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 ordered by the applicable elected official or governing body having supervision of the employee.

Attendance at such conferences shall be subject to budget limitations and all nonbudgeted expenses shall require approval by the Board of Commissioners. No employee shall be authorized to attend a school, training or educational program in excess of four weeks unless such employee first agrees in writing to either continue in the active employment of COUNTY for one full year following completion of the program or, if his employment is voluntarily terminated within that year or while in attendance at the program, to reimburse COUNTY for the salary paid to him while attending such program.

10.10 MILITARY LEAVE WITH PAY. A permanent, full time employee who has completed six full months of service with COUNTY before applying for military leave and who is ordered to active duty for annual training because of his membership in the National Guard or reserve component of the United States armed forces or the United States Public Health Service, shall be granted a military leave of absence with pay for a period not exceeding 15 calendar days in any one calendar year.

10.11 MILITARY LEAVE WITHOUT PAY. A permanent employee shall be entitled to a military leave of absence without pay during periods of service with the armed forces of the United States in excess of 15 calendar days per year. He shall, upon honorable separation from such service, be returned to a position in the same grade as his last held position, at the salary rate prevailing for such grade, without loss of seniority or employment rights.

If it is established that he is not physically qualified to perform the duties of his former position by reason of such service, he shall be reinstated in other work, if available, that he is able to perform at the nearest appropriate level of pay to that of his former grade. Such employees shall make application for reinstatement within 90 days and shall report for duty within six months following separation from active duty with the armed forces. Failure to comply shall terminate military leave employment by COUNTY and any re-employment rights of the employee.

10.12 FUNERAL LEAVE. An employee may be granted not more than five consecutive days funeral leave, with regular pay, 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 funeral leave with pay to attend

the funeral of a current fellow employee. An employee may also be granted funeral 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.

10.13 IMMEDIATE FAMILY. An employee's "immediate family", as used in section 10.12 above, shall include only the domestic partner, spouse, parents, grandparents, grandchildren, children, brother, sister, mother-in-law, father-in-law, and any other relatives residing in the employee's immediate household.

10.14 CONTINUATION OF BENEFITS. Upon termination an employee may continue at the employee's expense county benefits (excluding retirement) as provided by federal or state law.

ARTICLE XI HEALTH AND WELFARE

11.1 MEDICAL/DENTAL.

(a) From July 1, 2008 through June 30, 2011, the County shall offer FOPPO members the same medical and dental packages, including VEBAs, offered to YCEA bargaining unit members in the same period. County shall pay for medical/dental coverage of FOPPO employees and their dependents up to the maximum monthly premium the County agrees with YCEA to pay on behalf of YCEA members.

(b) Payments above the maximum monthly premium allowed under subsection (a) will be made by the employee by payroll deduction.

(c) 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.

(d) As used in this section, "maximum monthly premium" means the maximum amount the County will pay in a given month for the combined cost of the medical and dental plan.

(e) From July 1, 2008 through June 30, 2011, the County shall offer FOPPO members the same long term disability plan, if any, offered to YCEA bargaining unit members in the same period. If a long term disability plan is offered to YCEA bargaining unit members, County shall pay for long term disability insurance coverage of FOPPO employees and their dependents up to the maximum monthly premium the County agrees with YCEA to pay on behalf of YCEA members.

11.2 LIFE INSURANCE. COUNTY shall provide \$10,000 term life insurance for each employee and \$2,000 for his/her 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. 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 month of employment 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 calendar month following the month after the month of employment.

11.6 PART TIME EMPLOYEES. Permanent part time employees shall receive the prorated percentage in proportionate amounts to that received by full time employees.

11.7 EARLY 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 58 will be entitled to an early retirement benefit in the form of severance pay in the sum of \$100 for each year of his/her age less than 70.

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 him concerning his work or conduct, except that no such prior warning notice shall be necessary if the cause of discharge or suspension is dishonesty, drinking relating 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, wilful misrepresentations to the court or officers of the court, intentional misrepresentations made under oath, gross misconduct, or sexual misconduct in connection with work. As used in this section, “use or sale of illegal drugs” includes the possession, use or sale of

marijuana by an employee who holds a valid state permit for the possession, use or sale of medical marijuana. A suspension made under this section shall not exceed 15 calendar days.

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 discharge, 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 discharge; otherwise the notice will be disallowed. A copy of such warning notice, suspension, or discharge shall be given to FEDERATION and employee immediately.

12.3 INVESTIGATION. An employee may request an investigation of his discharge or suspension or any warning notice, and 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, and 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. If they fail to reach agreement 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, wilful 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 48 hours following such discharge.

12.5 RECORDS. An employee subject to discipline shall be given a copy of any disciplinary action entered in his personnel records within five 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.

ARTICLE XIII GRIEVANCE PROCEDURE

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

13.2 DISMISSAL OR SUSPENSION DISPUTES. Disputes arising from dismissal 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 the FEDERATION, on an employee's behalf (with written permission of the employee required in a disciplinary action), may file a grievance in writing with his/her immediate supervisor within fifteen (15) calendar days from the date of the alleged breach of this Agreement as defined in 13.3 above. The supervisor shall respond in writing to the grievance within ten (10) calendar days to the employee with a copy to FEDERATION.

Step 2. If the grievance remains unresolved, it shall be appealed to the Director within ten (10) calendar days after the response required by Step 1 was due. The Director or designated representative shall respond in writing to the grievance within ten (10) calendar days after receipt of the grievance.

Step 3. If the grievance remains unresolved at Step 2, it may be appealed to the Board of Commissioners within ten (10) calendar days after the response required by Step 2 was due. The Board of Commissioners or its designee shall respond 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 reprisal 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 either party requests a specific extension of time which, if agreed to, must be stipulated in writing and shall become part of the grievance record.

13.11 FEDERATION AND AFFECTED EMPLOYEES' RIGHT TO GRIEVANCE PROCEDURE. Within fifteen (15) calendar days of an alleged violation of this Agreement, FEDERATION, or a group of employees, may file a grievance on behalf of one or more employees where such employees are similarly affected by an action taken by the Agency. Disciplinary grievances shall be signed by at least one (1) of the affected employees and/or FEDERATION representative and shall be filed at the lowest step where the person hearing the grievance has the authority to resolve it.

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, the request for arbitration must be in writing and from FEDERATION and received by the employer within thirty (30) calendar days after receipt of the Board of Commissioners' response.

13.13 SELECTION OF AN ARBITRATOR. Should a grievance rise to the level of arbitration, 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 and that they will abide thereby. 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. The arbitrator's fee and expenses shall be paid one-half (1/2) by each party. 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 and aiding new employees to adjust to their positions and by providing 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 twelve full 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 an 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 last date of hire. "Continuous service" means the period of service with the county unbroken by separation from employment with county. Time spent by an employee on a paid leave or job-related illness or injury shall be included as continuous service. Time spent on unpaid authorized leave will not be counted as continuous service, but employees returning from unpaid authorized leave and from layoff status shall be entitled to credit for service prior to the leave or lay off.

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 of the employees involved. Where skills and abilities of two or more employees are equal, the employee with the greater seniority will be promoted.

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) 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 therefrom in which 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 to age, sex, marital status, race, color, creed, national origin, political affiliation, membership or nonmembership 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 both sexes, and wherever the one gender is used it shall be construed to include male and female 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 13. 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 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.

16.6 COPIES OF CONTRACT. COUNTY agrees to pay for the cost of reproducing five copies of this Agreement to be supplied to FEDERATION and two copies of this Agreement to be supplied to each department in COUNTY for use by the employees in those departments.

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 permanent or temporary, with any employer other than Yamhill 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 to be in effect not later than January 1, 2006. Once developed, the policy for auditing caseloads will be consistently implemented.

16.10 SAFETY.

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

(b) COUNTY shall provide each employee with a bulletproof vest upon the employee's reasonable request.

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

16.11. FIREARMS IN THE FIELD.

(a) An employee may carry a firearm while in the field, but not in the office, during working hours if:

- (1) The employee has a valid Concealed Weapons Permit and passes any required psychological screening;
- (2) The employee notifies the Director of Community Corrections 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.

16.12 USE OF COUNTY E-MAIL SYSTEM.

(a) Subject to subsection (b), Federation employees are authorized to use the County email system to communicate to other Federation employees limited, impartial Federation business information such as meeting notices. Use of the County email system is not authorized to communicate any political information or collection of data for use in Federation activities or bargaining without advance permission of a supervisor.

(b) Use of the 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 the County email policy.

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. 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. 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 The county shall reimburse employees for travel and entertainment expenses in accordance with the county's travel and entertainment expense policy applicable to YCEA bargaining unit members.

**ARTICLE XIX
DURATION AND RATIFICATION**

This Agreement shall be effective July 1, 2008 through June 30, 2011. This Agreement shall remain in full force and effect during negotiations for a successor agreement.

FOR FOPPO:

FOR THE COUNTY:

LISA SETTELL, President
Date: _____

MARY P. STERN, Chair
Date: _____

ANGIE DONAHOO, Bargaining Team Member

LESLIE LEWIS, Commissioner

KATHY GEORGE, Commissioner

RICHARD SLY, Director
Department of Community Corrections

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
DARYL S. GARRETTSON
Attorney for the Federation

By: _____
JOHN M. GRAY, JR.
Yamhill County Legal Counsel

ATTACHMENT A - Drug and Alcohol Testing Policy

As provided in Section 16.13 of this Agreement, the following policy shall apply to all bargaining unit members:

YAMHILL COUNTY COMMUNITY CORRECTIONS DEPARTMENT DRUG AND ALCOHOL TESTING POLICY

Section I. PHILOSOPHY

1. The County believes its citizens are entitled to a professional community corrections department with staff who are alert and free from drugs or alcohol while on duty. The County also believes county employees are entitled to a safe work environment. To ensure staff are alert and free from drugs or alcohol while on duty, and that a safe work environment exists, all employees during working hours must be free from any substance, whether illegal or legal, that can adversely affect job performance or place the health and safety of co-workers or the public at risk.

2. This policy is a critical step in establishing and maintaining an efficient and safe work force and will be applied in conjunction with all established County policies, procedures and programs. The County will vigorously pursue the enforcement of this policy while protecting the privacy of its employees to the greatest extent possible. It is the intent of this policy to encourage and support employee recovery from substance abuse through the Employee Assistance Program (EAP) unless the EAP proves ineffective for that employee.

Section II. VOLUNTARILY SEEKING HELP

1. The primary objectives of this drug and alcohol policy are to maintain employee performance and good health, and a safe work environment. If, prior to a requirement by the County that the employee submit to any of the tests in this policy, the employee notifies a supervisor that he or she has a drug or alcohol problem that requires treatment, then in that event the employee shall immediately submit to a medical evaluation by a qualified drug and alcohol medical provider selected and paid by the County. If recommended by the qualified drug and alcohol medical provider, the employee shall enroll in a rehabilitative treatment program. While in the treatment program, the employee will be granted an unpaid leave of absence. The employee is responsible for costs of the treatment program.

2. If an employee has previously enrolled in voluntary rehabilitative treatment described in this section and subsequently again volunteers for such treatment in advance of being required to submit to any of the tests specified in this policy, then the employee shall immediately submit to a medical evaluation by a qualified drug and alcohol medical provider selected and paid by the County and shall successfully complete the treatment program recommended by the qualified drug and alcohol medical provider. While in the treatment program, the employee will be granted an unpaid leave of absence. The employee is responsible for costs of the treatment program. If the employee fails to complete the treatment program successfully, he or she shall be terminated.

Section III. PRESCRIPTION DRUGS AND OVER-THE-COUNTER DRUGS.

1. The use of medically prescribed or over-the-counter drugs during working hours is approved, provided there is no medical impediment or side effect which prevents the employee from performing his/her job safely and effectively. If there are any side effects which could prevent the employee from performing in a safe and effective manner, the employee is required to notify a supervisor via email. An employee may not work under the influence of a drug without the permission of a supervisor, even if the drug is a prescription drug or an over-the-counter drug.

2. In accordance with the Yamhill County Use of Force Policy, parole and probation officers who elect to carry firearms in the field must report to their supervisor their use of any medication that may cause any impairment of physical or mental faculties.

Section IV. DEFINITIONS The following definitions apply to terms used in this policy:

“ALCOHOL” - means any alcoholic beverage containing more than one-half of one percent alcohol by volume.

“BLOOD TEST” - means a chemical test of a person’s blood by a qualified laboratory to measure the levels of a drug or its metabolites.

“BREATH TEST” - means a chemical test of a person’s breath to determine blood alcohol content conducted with equipment recognized as adequate for use by certified law enforcement officers to enforce the provisions of ORS Chapter 813.

“CONTROLLED SUBSTANCE” - means a drug or its immediate precursor as defined in ORS 475.005, 2007 replacement part. Under this policy, marijuana is also a controlled substance. “Marijuana” has the meaning given in ORS 475.005(16) (2007 replacement part).

“DIRECTOR” - means the Yamhill County Director of Community Corrections.

“INTOXICANTS” - means alcohol or a drug.

“INTOXICATED” - means to excite or stupefy by alcohol or a drug especially to the point where physical and mental control is markedly diminished.

“LAST CHANCE AGREEMENT” - means an agreement between the Director, the Federation and the employee governing the conditions of the employee's reinstatement to work following satisfactory completion of a treatment plan. A last chance agreement may not remain in effect for a period longer than one year.

“LEGAL DRUG” - means controlled substances prescribed by persons authorized to prescribe drugs under Oregon law and over-the-counter drugs which have been legally obtained and are being used for their intended purpose or as prescribed.

“MANAGEMENT REPRESENTATIVE” - means the Director or a supervisor appointed by the Director to administer this policy.

“MEDICAL EVALUATION” - means an evaluation by a qualified drug and alcohol medical provider to determine whether an employee should be referred to a rehabilitative treatment program.

“POSITIVE ALCOHOL TEST” - means a Breath Test, Blood Test or Urine Test as defined in this section that results in a determination that the blood alcohol content of the person tested is 0.02% BAC or greater.

“POSITIVE DRUG TEST” - means a Blood Test or Urine Test as defined in this section that results in a determination that the blood or urine specimen contains levels of a drug or its metabolites in excess of the “GC/MS Confirmation Threshold Levels”(the “Threshold Matrix”) set forth in the most recent Threshold Matrix published by the United States Food and Drug Administration.

“QUALIFIED DRUG AND ALCOHOL MEDICAL PROVIDER” - means a physician board-certified in addiction medicine; or a substance abuse treatment counselor meeting the requirements of OAR 415-051-0055(3)(a) or 415-51-0057(3); or a state licensed therapist who has at least 60 contact hours of academic or continuing professional education in the treatment of alcohol and drug-related disorders.

“QUALIFIED LABORATORY” - means a laboratory qualified to conduct tests to determine the presence of given levels of drugs and their metabolites within a blood or urine specimen. A qualified laboratory must be certified by the National Institute on Drug Abuse (NIDA). Any change in the qualified laboratory selected by the parties on implementation of this agreement shall be made by mutual agreement.

“REASONABLE SUSPICION” - means that a person holds a belief that is reasonable under the totality of the circumstances existing at the time and place the person acts as authorized by this policy. By way of example, but not by limitation, a reasonable suspicion sufficient to allow a Management Representative to order a test under this policy may exist under the following circumstances.

1. Erratic job performance or behavior indicated by slurred speech, odor, stumbling, physical appearance or bloodshot eyes.

2. An employee is involved in a significant job-related accident or incident that either injures or threatens to injure any worker, the employee or a third party, or causes or threatens to cause property damage. Being in an accident, in and of itself, does not establish reasonable suspicion to test. Being in an accident may be considered, along with all the facts and circumstances of the accident, to determine whether there is reasonable suspicion to test.

“REHABILITATIVE TREATMENT PROGRAM” - means a substance abuse treatment program approved by the Oregon Office of Mental Health and Addiction Services to provide treatment services under OAR Chapter 415, Division 051 and listed in the most recent “Oregon Alcohol & Other Drug Services Directory” published by the Oregon Department of Human Services.

“TESTING” - means the testing method authorized or required by this policy. In general, testing is the analysis of urine, blood, or breath to determine chemical content.

“UNDER THE INFLUENCE” - means that a person's physical or mental faculties are adversely affected by the use of alcohol or a controlled substance or an over-the-counter drug to a noticeable degree. "Under the influence" includes not only the well-known and easily recognized conditions and degrees of intoxication, but also any abnormal mental or physical condition that results from consumption of alcohol or a controlled substance and that noticeably deprives the person of that clearness of intellect or control that the person would otherwise possess.

“URINE TEST” - means a chemical test of a person’s urine by a qualified laboratory to measure the levels of a drug or its metabolites.

Section V. PROHIBITED CONDUCT. The following conduct is prohibited:

1. The buying, selling, providing, or possession for the purpose of buying, selling or providing Controlled Substances, including marijuana while on County property or in County vehicles or equipment or during work hours, including paid/unpaid rest and meal periods.

2. Being at work under the influence of alcoholic intoxicants, or consuming alcoholic intoxicants while in County vehicles or equipment at anytime, or on County property during work hours, including paid/unpaid rest and meal periods.

3. Being at work with a blood alcohol content that reaches or exceeds .02% by weight of alcohol in the blood.

4. Possession of any Controlled Substance, including marijuana (but excluding any substance lawfully prescribed for the employee’s use which has not been obtained for the purpose of abuse), while on County property or in County vehicles or equipment at any time during work hours, including paid/unpaid rest and meal periods. However, this excludes substances that have been legally prescribed for an employee’s own use.

5. Being at work under the influence of any alcohol or a Controlled Substance, including marijuana, or having a Controlled Substance “present in the body” (excluding any substance lawfully prescribed for the employee’s use which has not been obtained for the purpose of abuse) while on County property or in County vehicles or equipment at any time during work hours, including paid/unpaid rest and meal periods. An employee has a Controlled Substance “present in the body” when the employee tests “positive” in any Blood Test or Urine Test

administered. An employee shall be deemed to test “positive” for cannabinoids (marijuana or hashish) if his or her Urine Test indicates 50 or more nanograms THC metabolites/ml.

6. Abusing any substance which is lawfully prescribed by regularly taking it in excessive quantities or by unlawfully obtaining it for purposes of abuse.

Section VI. CAUSE FOR DISCHARGE FROM EMPLOYMENT. In addition to grounds set forth in the collective bargaining agreement, the following violations shall be cause for discharge from employment:

1. An employee engages in prohibited conduct described in Sections V1 and V4.
2. An employee who previously received a Positive Drug Test or Positive Alcohol Test thereafter receives a Positive Drug Test or Positive Alcohol Test.
3. An employee fails to comply with a rehabilitative treatment plan recommendation after notice and opportunity to cure the noncompliance.
4. An employee fails to satisfy any condition of a last chance agreement.
5. An employee breaches of any condition of a last chance agreement.
6. An employee who previously refused to submit to an order by a Management Representative for a Breath Test, Blood Test or Urine Test refuses to submit to an order by a Management Representative for a Breath Test, Blood Test or Urine Test in a different case.

Section VII. DRUG AND ALCOHOL TESTING; PROCEDURE; WHEN ALLOWED

1. GENERALLY.

a. If allowed by this section, the Management Representative may order an employee to submit to a Blood Test or Urine Test to determine whether there exists within the employee's system amounts of a drug or its metabolites in excess of the “GC/MS Confirmation Threshold Levels”(the “Threshold Matrix”) set forth in the most recent Threshold Matrix published by the United States Food and Drug Administration.

b. If allowed by this section, the Management Representative may require an employee to submit to a Breath Test, Blood Test or Urine Test to determine whether the employee's blood alcohol content is 0.02% or greater.

2. PROCEDURE. The employee shall give consent to a Blood Test, Urine Test or Breath Test by signing a consent form. The form shall contain the following information:

- a. Employee’s consent to release test results to the County;
- b. The procedure for confirming an initial positive test result for a Controlled Substance, including marijuana;
- c. The consequences of a confirmed positive test result for a Controlled Substance, including marijuana;
- d. The consequences of a positive test for alcohol, including one at or above 0.2%;
- e. A listing provided by the employee of legally prescribed and over-the-counter medications which may be in the employee’s body;

f. The right to explain a confirmed positive test result for a Controlled Substance, including marijuana, or a positive test for alcohol;

g. The consequences of refusing to consent to the blood, urine or intoxilyzer test;

h. In the case of a Positive Alcohol Test or a Positive Drug Test, the employee's authorization for the qualified drug and alcohol medical provider to release a copy of the evaluation and recommended treatment plan to the Management Representative upon completion.

3. TESTING FOR REASONABLE SUSPICION.

a. The Management Representative may order a County employee to undergo drug or alcohol testing when he or she has a reasonable suspicion that an employee has violated any of the prohibitions stated in Section V of this policy. In the case of a violation related to alcohol, the employee will submit to a Breath Test upon notice by the Management Representative. In the case of a violation related to drugs, the Blood Test or Urine Test will not be administered sooner than 2 hours following notice to the employee by the Management Representative that a testing order may be issued.

b. In the case of a Breath Test related to alcohol, the testing will take place at a place designated by the Management Representative. In the case of a Blood Test or Urine Test related to drugs or alcohol, the testing will take place at a Qualified Laboratory.

c. The county will pay all expenses of the Breath Test. If the employee desires a Blood Test in addition to the Breath Test, the employee will have reasonable opportunity, upon request, for an additional chemical test for blood alcohol content to be performed at the employee's own expense at a Qualified Laboratory.

d. The county will pay all expenses of the initial Blood Test or Urine Test for testing related to drugs. If the employee desires a second Blood Test or Urine Test, the employee will have reasonable opportunity, upon request, for an additional chemical test to be performed at the employee's own expense at a Qualified Laboratory.

4. TESTING ON LAST CHANCE AGREEMENT. The Management Representative may require an employee then on a last chance agreement to be tested at any time with or without cause. The Management Representative shall confidentially arrange for the testing of the employee at a Qualified Laboratory. The county shall pay all expenses of testing. Testing shall occur within 2 hours of an order for testing. The employee shall be entitled to see the results of the testing.

5. POST-TESTING REQUIREMENTS. Section IX applies to any testing performed under this section.

6. MISCELLANEOUS TESTING REQUIREMENTS.

a. The Management Representative will receive test results and notify the Director. No test results shall appear in an employee's personnel file except as necessary to substantiate the basis for a discharge or suspension from employment.

b. In the event that the Blood Test or Urine Test results are positive for Controlled Substance(s), including marijuana, the County shall require that a second confirmatory test from the same sample be conducted, using gas chromatography mass spectrograph techniques or equivalent, which also must be positive before concluding the employee has such substance(s) present in their body.

c. If a Blood Test or Urine Test is positive, the County will instruct the laboratory to retain the blood or urine sample for a period of not less than 30 calendar days from the date the tests are complete for the purpose of allowing the employee to conduct an independent test at his or her own expense at a Qualified Laboratory approved by the County.

d. The procedure followed under this policy to obtain, handle and store blood and urine samples and to conduct laboratory tests shall be documented to establish procedural integrity and chain of evidence. Such procedures shall be administered with due regard for the employee's privacy and the need to maintain the confidentiality of test results to an extent which is not inconsistent with the needs of this policy. The employee shall be notified of the results of all tests conducted pursuant to this policy.

Section VIII. REFUSAL TO SUBMIT TO DRUG OR ALCOHOL TEST.

1. Whenever the Management Representative has authority under this policy to require an employee to submit to a drug or alcohol test and the employee refuses to submit to the test after being so directed, the employee will be presumed to have tested positive.

2. FIRST REFUSAL. In a case in which the employee had not previously refused an order for testing, the employee will be granted an unpaid leave of absence and directed to participate in an alcohol and drug abuse evaluation arranged and paid for by the county and conducted by a qualified drug and alcohol medical provider. Sections IX and X govern the rights of the employee and the County after a qualified drug and alcohol medical provider has conducted the evaluation.

3. SUBSEQUENT REFUSALS. In a case in which the employee had previously refused an order for testing and thereafter refuses an order for testing a subsequent time, the employee is subject to immediate discharge from employment.

Section IX. CONSEQUENCES OF TEST RESULTS.

1. Test results which do not positively establish that the employee has engaged in prohibited conduct as described in this policy shall result in no further action against the employee related to an alleged violation of those sections. The employee shall be informed of such test results.

2. If the result of a Management Representative's order for testing of an Employee is a Positive Alcohol Test or Positive Drug Test, the employee shall submit to a medical evaluation by a qualified drug and alcohol medical provider selected and paid by the County. If recommended by the qualified drug and alcohol medical provider, the employee shall enroll in a rehabilitative treatment program. While in the treatment program, the employee will be granted an unpaid leave of absence. The employee is responsible for costs of the treatment program.

3. Section X governs the employee's return to work after treatment is recommended under subsection (2) of this section.

Section X. PROCEDURE FOR RETURN TO WORK AFTER TREATMENT ORDERED UNDER SECTION IX.

1. GENERALLY. An employee will not be disciplined solely for receiving a Positive Alcohol Test or Positive Drug Test that results in the first recommendation by a qualified drug and alcohol medical provider to enroll in a rehabilitative treatment program so long as the employee enrolls in a rehabilitative treatment program. The employee is eligible to return to work as provided in this section after successfully completing the rehabilitative treatment program.

2. At such time the rehabilitative treatment program provider has determined that the employee is currently capable of performing his/her job, the employee will be returned to work with back pay so long as the employee agrees to abide by further treatment recommended by the provider. If the employee does not agree to abide by further treatment recommended by the provider, the employee will not be reinstated and will not be paid back pay.

3. Except for the County's obligation to pay for a medical evaluation by a qualified drug and alcohol medical provider, all costs of initial and future treatment shall be at the expense of the employee.

4. The Management Representative shall monitor the employee's treatment progress and report noncompliance to the Director for further action.

Section XI. SEARCH AND INVESTIGATION.

1. In order to meet the objectives of this Policy, the County reserves the right to carry out reasonable searches of individual employees and their personal effects when employees are on county property or in a county vehicle. If an employee refuses to cooperate in the search, the refusal will be considered gross insubordination.

2. Searches which do not reveal the presence of alcohol or Controlled Substances shall result in no further action against the employee related to an alleged violation of Section V. The employee shall be informed of such search results.

3. Searches which reveal the presence of alcohol or Controlled Substances (but excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse) shall result in those consequences specified in Sections VI, IX and X as though a positive Blood Test or positive Urine Test had been administered.

Section XII. APPLICATION OF GRIEVANCE PROCEDURE. The Federation may submit any dispute arising under this testing policy to the Grievance Procedure established in the Collective Bargaining Agreement between the parties.

Section XIII. LAST CHANCE AGREEMENT. A model last chance agreement will be approved by the County and Federation bargaining teams in due course after the 2008-11 Collective Bargaining Agreement goes into effect. Individual last chance agreements will be modified to include treatment plans or other matters pertaining to a particular case.

[END OF 2008 - 2011 COLLECTIVE BARGAINING AGREEMENT]