



COLLECTIVE BARGAINING AGREEMENT
BETWEEN
COLUMBIA COUNTY, OREGON
AND THE
FEDERATION OF PAROLE AND PROBATION OFFICERS
RATIFICATION THROUGH DECEMBER 31, 2023

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FEDERATION OF PAROLE AND PROBATION OFFICERS

PREAMBLE

This Agreement entered into by COLUMBIA COUNTY, OREGON, hereinafter referred to as the “County”, and the FEDERATION OF PAROLE AND PROBATION OFFICERS, hereinafter referred to as the “Federation”, has as its purpose the promotion of harmonious relations between the County and the Federation; the establishment of an equitable peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 – DEFINITIONS

Anniversary Date – Original: Original anniversary date is the first day of the month in which the employee is hired into a particular position, if hired between the 1st and the 15th day of the month inclusive, or the first day of the next month if the employee is hired on the 16th day or later in a month. This is the date utilized for salary step increases for that particular position unless specified otherwise under “Anniversary Date – Promotional”, vacation accrual adjustments, longevity, and sick leave accrual. This date shall be adjusted to subtract any periods of unpaid leave of a full day or more, unless otherwise required by law.

Anniversary Date – Promotional: Promotional anniversary date is the first day of the month in which the employee is promoted to a position in a higher salary range, if promoted between the 1st and the 15th day of the month inclusive, or the first day of the next month if the employee is hired on the 16th day or later in a month. This is the date utilized for salary step increases for the promoted position. This date shall be adjusted to subtract any periods of unpaid leave of a full day or more, unless otherwise required by law.

Bargaining Unit Employee: An employee who is a member of the bargaining unit as provided by Section 2.1 of this Agreement.

Break In Service: A termination of employment as a result of a layoff in excess of twenty-four (24) months or as a result of resignation, retirement or dismissal. Periods of authorized leave without pay or layoff of twenty-four (24) months or less shall not be considered a break in service but shall not be considered when calculating length of service for longevity pay, eligibility for leave accruals or seniority, except as provided for in Article 11.

Business Day: Monday through Friday, excluding holidays.

Confidential Employee: A confidential employee as defined in ORS 243.650(6).

County: For the purposes of this Agreement, references to action by or directed to the County shall be deemed to refer to the Human Resources Director, as a representative of the Board of County Commissioners on personnel matters.

Date of Hire: The date an employee first performs paid service for Columbia County as an employee represented by a bargaining unit.

Dismissal: The termination of an employee from County employment as a result of disciplinary action.

Employee: As used in this Agreement, unless the context expressly provides otherwise, the term “employee” shall mean a “bargaining unit employee” as defined above.

Full-Time Employee: An employee whose regular work schedule is the full normal work week as defined in Section 16.1.

Layoff: A separation from County employment for reasons not reflecting discredit on an employee and for reasons outside of the employee’s control.

Leave of Absence: An authorized leave in a non-paid status.

Notice: Notice to the County is written notice to the Human Resources Director or designee. Notice to FOPPO is written notice to the FOPPO Chapter President and FOPPO’s legal counsel, or their designees. Notice is effective when delivered to the postal office or email address of each representative.

Probationary Period:

Initial – An eighteen (18) month period after initial hire as a bargaining unit employee, if the employee is not certified as a Parole and Probation Officer by DPSST at the date of hire. If, however, the employee is currently certified as a Parole and Probation Officer by DPSST at the date of hire, the initial probationary period shall be twelve (12) months. Employees serving the initial probationary period are not subject to the provisions of Article 12.

Promotional – A six (6) month period after appointment to a promotional position during which the employee may be returned to the employee’s former position or returned to layoff status with no loss of seniority.

Promotional Position: The position of Parole/Probation Officer 2.

Regular Employee: An employee who has successfully passed the probationary period.

Resignation: An employee's voluntary termination of employment with the County.

Retirement: A resignation with the intent to receive retirement benefits.

Seniority: Seniority shall be based on an employee's total length of employment by Columbia County in a bargaining unit position unless there is a break in service. Periods of leave without pay or layoff of twenty-four (24) months or less shall not be included in computing length of service except as provided in Article 11.

Supervisory Employee: A supervisory employee as defined in ORS 243.650(23).

Suspension: The temporary separation, other than administrative leave or a leave of absence, of an employee from County employment in connection with a disciplinary action.

Temporary Employee: An employee who is hired to fill a position during the leave of absence of a regular employee, or to fill a position of limited term for a period not to exceed 1040 hours in a calendar year. Should the temporary employee be subsequently appointed to a regular position and represented by the bargaining unit, time spent as a temporary employee does not count towards any benefits accrual, including seniority, longevity pay, leave accruals, salary and step increases.

ARTICLE 2 – BARGAINING UNIT AND RECOGNITION

2.1 The Bargaining Unit

The bargaining unit shall consist of all full-time Adult Parole/Probation Officers of Columbia County excluding confidential employees and supervisory employees.

2.2 Recognition

The County recognizes the Federation as the exclusive, collective bargaining representative for all employees in the bargaining unit for the purpose of negotiations with respect to wages, hours and related terms and conditions of employment for such employees.

ARTICLE 3 – FEDERATION RIGHTS

3.1 Federation Membership

Membership or non-membership in the Federation shall be the individual choice of an employee, and employees must affirmatively consent to join the Federation in order to become a member.

3.2 Checkoff

Pursuant to Section 3.1, the County agrees to deduct Federation membership dues (not fines or fees) once each month from employee paychecks for those employees who have authorized such deductions for payment of dues. The amounts deducted shall be transmitted monthly to the Federation on behalf of the members. Member authorization for payments of dues to the Federation shall be made on a form provided by the Federation. The County will deduct the appropriate dues from a member's paycheck not later than thirty (30) calendar days after the County receives the appropriate dues deduction form signed by the member. Should any employee inform the County of their decision to revoke the authorization to deduct payment of dues by providing the County with a signed Federation supplied opt-out form, provided the Federation provides the County with the form, the County shall inform the Federation and stop deductions until otherwise directed by the employee or a court order.

The Federation agrees to indemnify and hold harmless the County for any loss or damage arising from the operation of this section, excluding the cost of the County's defense to enforce this provision. It is also agreed that neither any employee nor the Federation shall have any claim against the County for any deductions made or not made unless a claim of error is made in writing to the County within ninety (90) calendar days after the date such deductions were or should have been made. In the event that any part of this Article should be declared invalid or the monthly dues or fees collected by the County be ordered to be reimbursed to an employee, the Federation shall be solely responsible for such reimbursement, provided the County has acted in good faith in the collection and cessation of dues payments. Should an administrative agency or court with jurisdiction over this agreement, hold this provision is unenforceable or unlawful, the parties will immediately negotiate a substitute, if possible and the County will immediately cease deducting dues.

3.3 Rights of the Parties

The Federation and County agree not to act in an arbitrary, capricious or unfair manner in the application and interpretation of the terms of this Agreement.

ARTICLE 4 – HOLIDAYS

4.1 Recognized Holidays

The following days shall be recognized as holidays:

- New Year's Day – January 1
- Martin Luther King, Jr.'s Birthday – Third Monday in January
- President's Day – Third Monday in February
- Memorial Day – Last Monday in May
- Juneteenth – June 19
- Independence Day – July 4
- Labor Day – First Monday in September

- Veterans' Day – November 11
- Thanksgiving Day – Fourth Thursday in November
- Day After Thanksgiving
- Christmas Day – December 25
- ½ Day on the business day before either Christmas or New Year's holiday, provided that the supervisor may divide requests between the two holidays, based on seniority and operational need, to ensure adequate available staff.
- Two (2) Floating Holidays
- Any other day which the Board of Commissioners declares a holiday will be recognized as such.

4.2 Observed Holidays

When a recognized holiday falls on a regularly scheduled work day of an employee, the recognized holiday shall be the observed holiday. When a recognized holiday does not fall on a regularly scheduled work day, either the immediately preceding work day or immediately succeeding work day shall be the observed holiday, whichever is closer. For example, for those employees working Monday through Friday on a regular work week schedule as defined by Section 16.2A of this Agreement, when a recognized holiday falls on a Saturday, the observed holiday shall be the preceding Friday. When the recognized holiday falls on a Sunday, the observed holiday shall be the succeeding Monday.

If an observed holiday falls on an employee's regularly scheduled day off, the employee shall take a day off as is mutually convenient for the Director or the Director's designee and the employee. All holiday leave accrued under this section but not used at the end of the fiscal year shall be paid no later than June 30 of each year.

4.3 Floating Holidays

Two (2) floating holidays shall be credited to those employees on the payroll on July 1 of each fiscal year. One (1) floating holiday shall be credited to those employees hired on the payroll after July 1, and before January 1, of each fiscal year. No floating holiday will be credited for any employee hired on the payroll on or after January 1 and on or before June 30 of any fiscal year for the fiscal year in which the employee is hired. Floating holidays must be used by June 30 of each fiscal year or they will be lost. Such time off will be available at the discretion of the employee, with the consent of the supervisor in charge. The supervisor will recognize seniority in any conflicts of scheduling.

4.4 Holiday Leave

Each employee shall be entitled to take holiday leave on each observed holiday equal to twenty (20) percent of the employee's full normal work week. During a week in which a holiday falls, an employee who is working a modified regular work week schedule may, at the employee's option

with notification to their supervisor, revert to a regular work week schedule or maintain the modified regular work week schedule utilizing accrued vacation leave, compensatory time or unpaid leave to supplement the holiday leave and holiday pay.

4.5 Holiday Pay

Employees who work the last scheduled work day before and the first scheduled work day after the observed holiday shall be entitled to pay for the observed holiday. Work days when an employee is on authorized paid leave shall be considered days worked for the purpose of this Section.

Holiday shall mean twenty (20) percent of an employee's normal weekly pay. During a week in which a holiday falls, an employee who is working a modified regular work week schedule may, at the employee's option with notification to their supervisor, revert to a regular work week schedule or maintain the modified regular work week schedule utilizing accrued vacation leave, compensatory time or unpaid leave to supplement the holiday leave and holiday pay.

4.6 Holiday During Leave

Should an employee be on authorized sick leave or vacation when a holiday occurs, the holiday shall not be charged against such leave or vacation.

Employees drawing workers' compensation benefits shall receive a supplement from the County for the holiday in an amount equal to the difference between twenty (20) percent of the employee's normal weekly pay and that received for one (1) day in workers' compensation benefits. Such supplement shall not be charged against an employee's accrued sick leave or vacation leave. Such holiday pay supplement shall be in effect for the first six (6) consecutive months of an employee on workers' compensation leave.

4.7 Holiday Work

If an employee is required to work on a recognized holiday, the employee shall be paid, in addition to holiday pay, time and one-half pay for all hours worked. Pay on Christmas Day, New Year's Day, Thanksgiving Day and Labor Day shall be at the rate of double time. Premium pay shall be earned only for hours actually worked, subject to minimum call-in time, whichever is greater, on the recognized holiday and under no circumstance will the County pay time and one-half pay for both the recognized holiday and the observed holiday under this Section.

ARTICLE 5 – VACATION LEAVE

5.1 Accrual

Employees working a designated regular work week shall accrue vacation leave at the following rates:

Completed Years of Service	Hours Accrued
0 through 5 Years	8 Hours Per Month – 12 Days Per Year
5+ through 10 Years	10 Hours Per Month – 15 Days Per Year
10+ through 15 Years	12.667 Hours Per Month – 19 Days Per Year
15+ through 20 Years	14 Hours Per Month – 21 Days Per Year
20+ Years	16 Hours Per Month – 24 Days Per Year

No vacation leave shall accrue for any month during which the employee is on leave without pay or layoff status for more than one-half of the employee’s standard working hours for that month. Vacation leave shall be accrued at the end of the month in which it is earned.

5.2 Maximum Accrual and Payment

No employee shall accumulate more than a maximum of 400 hours of vacation leave.

Completed years of service shall include all periods of employment by Columbia County unless there is a break in service or a leave of absence without pay.

Once every year, employees may choose to be paid for two weeks (equal to the employee’s regular work week hours) of accrued vacation and/or compensatory leave, provided the employee has a combined accrued vacation/compensatory leave balance of at least 100 hours before the payout. Employees who wish to exercise this option must notify their supervisor by March 1 of each year in order for payment to be made during the following fiscal year. The County may refuse to pay employees under this provision if notice is not given by the employee by the required date.

The Federation explicitly, clearly and unmistakably agrees to the following waiver: Any amounts paid to employees under the terms of this section for accrued vacation and/or compensatory leave payouts are specifically not to be included in the calculation of an employee’s overtime rate.

5.3 Utilization

An employee may not utilize accrued vacation leave during the employee’s first six (6) months of service; thereafter, employees shall be permitted to choose either split or entire vacation periods and shall take not less than five (5) working days annually. Whenever practicable, and consistent with the needs of the County and the availability of vacation relief, employees shall have the right to select vacation times. It shall be the responsibility of supervisors annually to establish lists showing the vacation periods chosen by individual employees. Seniority shall prevail in the event

of conflict between employees over the choice of vacation dates, but each employee shall be permitted to exercise the right of seniority only once annually.

5.4 Separation from Service or Death

In the event of the separation from service of an employee for any reason, or of the employee's death, all accumulated vacation leave shall be converted to vacation pay and paid to the employee, or to the employee's estate or the employee's spouse. An employee who leaves the County prior to the completion of six (6) months of service from the date of hire, for reasons other than death, shall not be eligible for accumulated vacation pay.

ARTICLE 6 – SICK LEAVE AND BEREAVEMENT LEAVE

6.1 Accrual

Employees shall accrue sick leave at the rate of eight (8) hours for each month worked. Sick leave shall be accrued at the end of each month in which it is earned.

No sick leave shall accrue for any month during which the employee is on leave without pay or on layoff status for more than one-half of the employee's standard working hours for that month. An employee on layoff status who is re-employed within two (2) years shall be credited with the employee's accrued sick leave at the time of layoff minus any amounts paid to the employee pursuant to Section 6.8 below.

6.2 Maximum Accrual and Payment

An employee may accumulate up to 2,080 hours of sick leave for use, or for retirement credit purposes, if such credit is available. No other compensation for accrued sick leave shall be provided to an employee except as provided for in Section 6.8 or 6.9 below.

6.3 Scope

Sick leave shall encompass absence from work by reason of illness, injury, disability or incapacity, or because of any condition requiring the care and attendance of State licensed physicians (or practitioners), nurses, dentists, or any licensed member engaged in the healing arts, or confinement in a hospital or convalescent institution or for other reasons as provided by federal or state law. Whenever practical, employees shall schedule routine, non-emergency doctor or dentist appointments outside of their normal working hours.

6.4 Utilization

If an employee will be utilizing sick leave, the employee shall notify the supervisor or department head of absence due to illness or injury, and the nature and expected length thereof, as soon as

possible, and in no event later than the start of their first regular work shift, unless unable to do so because of serious injury or illness.

Sick leave may be utilized for illness or injury in the employee's immediate family (spouse, parent, child, or member of the employee's immediate household) as provided for by OFLA/FMLA.

A physician's statement of the nature of the illness, the need for the employee's absence, and the estimated duration of the absence may be required at the option of the supervisor or department head for absences of over three (3) days. In cases where the County has documented evidence of sick leave abuse, the employee may be required to get a doctor's statement for absences of one (1) day.

6.5 Transfer of Sick Leave

An employee having accumulated sick leave may transfer up to forty (40) hours per fiscal year of the employee's accumulated sick leave to any other employee, whether in or out of the bargaining unit, who is suffering from an injury, disability, or illness preventing the employee from returning to work and who has exhausted all their accumulated sick leave, accrued vacation leave, and other leave with pay to which the employee may be entitled. Sick leave contributions may be made only in units of whole days.

Employees receiving transfers of sick leave shall be considered on paid status for the purpose of all benefits and rights under this contract.

No employee in an initial probationary period may receive a transfer of sick leave of more than a total of five days during the first six months after hire and no more than a total of ten days during the first twelve months after hire. No regular employee receiving a transfer of sick leave under this Section shall be eligible to receive more than two hundred forty (240) hours in any one fiscal year.

6.6 Bereavement Leave

In addition to regular sick leave, an employee shall be granted up to five (5) days of bereavement leave, with regular salary, as may be necessary as a period of mourning, to make household adjustments, arrange for funeral services, or to attend funeral services in the event of death in the immediate family of the employee. Immediate family is defined as the spouse, domestic partner, son, daughter, grandparents, grandchildren, mother, father, brother or sister of the employee or the employee's spouse or the aunt, uncle, niece, nephew, stepparent or stepchild of the employee or any relative regularly residing in the employee's home.

If additional time off is needed for the above reasons, an employee may take up to an additional ten (10) days, drawing from accumulated sick leave, if available. If there is no accumulated sick

leave available, then vacation, compensatory or floating holiday leave shall be taken. If there is no other accumulated leave available, then unpaid leave may be taken.

6.7 Illness During Leave

Should an employee become ill while on vacation leave, such period of illness may be charged against accrued sick leave, if verified by a doctor.

6.8 Layoff or Death

In the event of an employee's layoff or death after five (5) consecutive years of County service, the employee or employee's estate shall be paid for fifty percent (50%) of accrued sick leave up to a maximum of five hundred twenty (520) hours. Said payment shall be calculated using the employee's last hourly rate of pay.

6.9 Retirement

In the event of an employee's retirement after five (5) consecutive years of County service, the employee shall be paid up to fifty percent (50%) of accrued sick leave up to a maximum of five hundred twenty (520) hours at the employee's election. Said payment shall be calculated using the employee's last hourly rate of pay. In addition, fifty percent (50%) of the employee's accrued, unpaid sick leave shall be reported to the Public Employee's Retirement System, if allowed by law.

ARTICLE 7 – OTHER LEAVES

7.1 Leave of Absence

Leaves of absence without pay or accrual of other benefits for a limited period, not to exceed six (6) months, may be granted upon written request for any reasonable purpose where, in the judgement of the department head and upon approval of the Human Resources Director, the work of the department will not be seriously handicapped by the temporary absence of the employee requesting such leave. A leave of absence without pay will not be granted until all of the employee's accrued vacation leave, and other leave with pay (except sick leave), has been exhausted.

At the discretion of the department head and upon approval of the Human Resources Director, upon written request by the affected employee, such leave may be renewed or extended up to an additional six (6) months.

No leave will be granted to an employee to accept employment in any other capacity, except military duty, unless approved by the department head and Human Resources Director.

7.2 Jury Duty

Employees shall be granted leave with regular pay any time they miss their regularly scheduled shift because they are required to report for jury duty or jury service. Absence of an employee duly required to attend a proceeding and testify as a witness, under subpoena, shall be allowed without loss of compensation, provided the employee is not a party to the litigation, with the exception of County employment-related litigation.

If the employee receives jury duty pay or witness pay (excluding mileage reimbursement) from any source, then that money shall be given to the Columbia County Treasurer's Office.

Employees who are excused from jury service before the end of their normal shifts shall immediately report their availability for assignment to their supervisors.

Employees whose jury service is away from the Columbia County Courthouse shall report their availability to their supervisors when excused if two (2) or more hours of their shift remains.

7.3 Federation Business

Employees elected to any Federation office or selected by the Federation to do work or to participate in any other Federation activity which takes them from their employment with the County may, at the written request of the Federation, be granted a leave of absence without pay or accrual of benefits.

A leave of absence for such activities shall not exceed one (1) month, but may be renewed or extended for a period not to exceed a total of three (3) months. An employee returning from a leave under this Section shall be reinstated to the employee's former position.

7.4 Education Leave

- A. **Extended Leave.** After completing five (5) years of service, an employee, upon written request, may be granted a leave of absence without pay for education purposes. The period of such leave of absence shall not exceed one (1) year, but may be renewed or extended at the request of the employee and approved by the department head and the Human Resources Director. A request in writing for educational leave shall be made not less than thirty (30) days prior to the date of the leave.

Employees shall exhaust all vacation and comp leave balances prior to being granted an unpaid leave of absence for educational purposes.

One (1) year leaves of absence, with any requested extensions, for educational purposes, shall not be provided more than once in any five (5) year period.

