

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COOS COUNTY

And

COOS COUNTY CHAPTER OF THE FEDERATION OF OREGON PAROLE AND PROBATION OFFICERS
(FOPPO)

COMMUNITY CORRECTIONS

July 1, 2023 – June 30, 2025

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PREAMBLE

This Agreement is entered into by Coos County, a political subdivision of the State of Oregon, hereinafter referred to as the County, and the Coos County Chapter of Federation of Oregon Parole and Probation Officers representing Community Corrections, hereinafter referred to as the Union.

This document represents the full agreement between the County and the Union. 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.

ARTICLE 1 - RECOGNITION

Section 1. The County recognizes the Union as the bargaining agent with respect to employment relations for all regular full-time and regular part-time Adult Parole and Probation Officers as defined in 243.736, employed by Coos County excluding supervisory and confidential employees as set forth in Appendix A.

The employees in the recognized bargaining unit described above shall be covered by the terms of this Agreement only when such employees are working in classifications contained in this Agreement. This Agreement is not intended to cover any other employee classification not specifically referred to in the prior paragraph, including supervisory, managerial, temporary, seasonal or confidential employees. Nothing in this Agreement shall be construed to prohibit supervisors or other employees from doing work customarily performed by employees in this bargaining unit.

Section 2. New Positions. Any dispute concerning bargaining unit composition shall be resolved by the Employment Relations Board. If the County establishes a new position which is not clearly excluded from the bargaining unit under ORS 243.650 or reclassifies an existing bargaining unit position, the County shall notify the Union in writing seven (7) days following the action, as to whether or not it believes the classification to be within the bargaining unit. The Union must notify the County in writing within fourteen (14) days from receipt

of the notification if it disagrees about the inclusion or exclusion of the classification in the bargaining unit or the matter becomes closed. If notice of the disagreement is received within the fourteen (14) day period, the parties shall meet within fourteen (14) days of the notification of disagreement to discuss the matter. If an agreement is not reached within thirty (30) days of the notification of disagreement, the Union may submit the matter to the Employment Relations Board. Should the matter not be submitted to the Employment Relations Board within the specified thirty (30) day period, the matter shall be considered resolved.

ARTICLE 2 – DEFINITIONS

“Days” is defined as calendar days unless otherwise specified herein.

"Employees" are defined as members of the bargaining unit covered by this recognition clause and by this Agreement.

“Family member” is defined as husband, wife, same-sex domestic partner, son, daughter, mother, father, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, grandparent, grandchild, uncle, aunt, nephew, niece, stepparent or stepchild of the individual, unless otherwise provided by law. Legally adoptive or foster parents or children of the employee are included in the definitions of “father”, “mother”, “son” and “daughter”.

"Probationary employee" is defined as a regular full-time or regular part-time employee who, when initially hired, serves a probationary period consisting of one (1) year following the date of hire by the County. This probationary period may be extended by mutual written agreement between the employee and the County for up to an additional one (1) year. The Extension Agreement shall describe the reasons for such extension. Probationary employees become members of the bargaining unit on the thirty-first (31st) day after their first day of employment and are then entitled to all the benefits and privileges of this Agreement except as specifically stated herein.

“Promotional probationary employee” is defined as a regular full-time or part-time employee who, following promotion from Probation Officer III to Lead Probation Officer, shall serve a probationary period lasting for one (1) year from the date the employee begins work as the Lead Probation Officer, not including periods of unpaid leave or absence due to a workers compensation claim regardless of whether sick leave may be used to supplement workers compensation benefits. Extension of probation by the County is governed by Article XVI Section 3 of this Agreement. Employees who are promoted do not have to re-qualify for benefits.

“Probationary Period” Probationary periods in this Agreement shall last one (1) year from the date of hire or of promotion from Probation Officer III to Lead Probation Officer not including periods of unpaid leave or absence due to a workers compensation claim regardless of whether sick leave may be used to supplement workers compensation benefits. During this time, an employee is required to demonstrate by actual performance of duties, their ability, skill, desire and reliability to perform the job duties of the position for which they are hired.

"Regular full-time employee" is defined as an employee who is regularly scheduled to work forty (40) hours per week for at least six (6) consecutive months.

"Regular part-time employee" is defined as an employee who is regularly scheduled to work more than ten (10) hours, but less than forty (40) hours, per week for at least six (6) consecutive months.

“Relief position” is defined as a position staffed by non-bargaining unit members working to cover temporary vacancies during the hiring process, or to cover leaves of absence or absences due to training of bargaining unit members. Persons covering relief positions are not included within the bargaining unit. The County also retains the ability to use non-bargaining unit members to provide temporary higher staffing levels in situations defined as emergencies.

"Temporary employee" is defined as an employee hired for a specific period of time not exceeding one thousand forty (1040) straight time hours in a calendar year.

ARTICLE 3- RIGHTS OF PARTIES

Section 1. Management Rights. The County retains all customary and usual rights, prerogatives, functions and authority connected with its responsibility to manage the affairs of the County. The parties agree that matters not specifically contained in the body of this Agreement are reserved as County rights.

ARTICLE 4 - UNION SECURITY AND CHECK-OFF

Section 1. The County shall deduct Union dues from the wages of each employee who authorizes the deduction in writing on forms provided by the Union. Such payments shall be in an amount determined by the Union in accordance with constitutional and statutory requirements. All revocations of dues deduction authorizations must be submitted to the County in writing on forms provided by the Union, and the County shall cease deducting Union dues no later than the next scheduled pay period.

Section 2. If the County acts in compliance with the provisions of this Article, the Union will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County as a result of the County's enforcement of this Article.

ARTICLE 5 - HOURS OF WORK

Section 1. Regular Hours. The regular hours of work each day shall be consecutive except for interruptions for a lunch period.

Section 2. Work Week. The basic workweek shall consist of seven (7) consecutive days starting at 12:01 AM Sunday and ending the following Saturday at midnight.

Section 3. Work Day. Eight (8) or ten (10) hours of work, except for a lunch period interruption, shall constitute a workday. All employees shall be scheduled to work on a regular work schedule, with regular starting and quitting times and places, unless mutually agreed upon by the Union and the County.

Section 4. Work Schedules. A regular work schedule shall consist of five (5) consecutive days of eight (8) hours work followed by two (2) days off, or four (4) consecutive days of ten (10) hours work followed by three (3) days off, or a flexible schedule. Consistent with the best interest of providing adequate and effective service and operating requirements, all employees will work according to the written work schedule established

between the supervisor and the employee. Work schedules not established between the supervisor and the employee shall be assigned by the supervisor. If it is necessary that an employee's schedule be changed, the supervisor and employee shall consult together before altering the work schedule. Requested changes from the established work schedule can be denied for operating requirements.

Section 5. Rest Period. All employee's work schedules shall provide for a fifteen (15) minute paid rest period during each one-half (1/2) shift. Employees who, for any reason, work beyond their regular quitting time into the next shift may request, and shall receive if requested, a fifteen (15) minute rest period before they start work on the next succeeding shift when it is anticipated the overtime is expected to extend a minimum of one (1) hour. In addition, they shall be granted the regular rest periods during each additional shift. Rest periods that are not taken during a given shift shall not be accumulated or result in additional pay. Rest periods shall be scheduled in a manner which would not interrupt the efficient operation of the department, office, activity or crew. The rest period shall not be taken at the beginning or end of a work period or combined with a meal period.

Section 6. Meal Periods. County employees shall receive one (1) hour unpaid meal period during each work shift. Whenever possible, meal periods shall be scheduled at the middle of the shift. A shorter meal period may be allowed, if by mutual agreement between the employee and employer the time deleted from the meal period is given to the employee at the end of that working day.

Section 7. Clean-Up Time. County employees shall be granted clean-up time when needed. In such cases, the County shall provide the required facilities for the employees' clean-up, and shall arrange work schedules so that employees may take advantage of the provision when needed.

Section 8. Flexible Schedules. It is recognized by the parties that Adult Parole and Probation Officers are called upon to respond to caseload needs or work-related emergencies outside of their established work schedules. In such circumstances, the employee shall respond immediately and take appropriate action. The employee shall consult with his/her supervisor at an appropriate time for the rescheduling of work hours. It is agreed that time worked in excess of 40 hours per week may be flexed hour for hour. Requests to flex the time must be approved in advance by the supervisor and will not be unreasonably denied. Every effort will be made

to flex the time in the same work week and in any case, no later than the following month. It is recognized that for purposes of effectuating the flextime arrangements in this agreement, the parties agree to enter a valid “1040 plan” pursuant to 29 USC §207(b). The parties agree that the 26 consecutive week periods will begin on January 1 and July 1 of each year.

Section 9. Comp Time for DPSST Academy Training. To compensate employees for the time necessary to travel to and from Academy certification training, upon successful completion of Academy training, employees shall accrue up to 12 hours of comp time to be used within thirty (30) days of completion of the Academy.

Section 10. Officer of the Day. Officer of the Day duties will be distributed as equally as reasonably possible among Adult Parole Officers.

ARTICLE 6 - HOLIDAYS

Section 1. Holidays. The following days shall be recognized and observed as paid holidays:

NEW YEAR'S DAY	LABOR DAY
PRESIDENT'S DAY	VETERANS' DAY
MARTIN LUTHER KING DAY	THANKSGIVING DAY
MEMORIAL DAY	CHRISTMAS DAY
INDEPENDENCE DAY	DAY AFTER THANKSGIVING

Paid holidays declared by the Governor shall be limited to holidays declared for the purpose of State or National celebration or mourning

After completion of the probationary period, two floating holidays will be granted to regular full-time employee(s). Employees with fifteen (15) years of service with the County are eligible for one (1) additional floating holiday. The floating holidays must be taken each fiscal year and will not be cumulative.

Section 2. Holiday Pay. Regular full-time employees will be paid for eight (8) hours of holiday pay for each of the holidays listed in Section 1 at their regular rate of pay. In order to be eligible for holiday pay, an employee must work the scheduled day before and the scheduled day after such holiday or be on approved leave,

and have worked or been on paid leave no less than eighty (80) hours in the calendar month of the holiday. The employee shall be paid for holiday pay when on paid leave, provided that the employee returns to work at the end of such leave. Employees working a regular schedule that exceeds eight (8) hours may substitute vacation to make up the difference in pay from their regular schedule. Paid holidays for regular part time employees shall be prorated in such a manner that the holiday time given to part time employees will be proportional to holiday time given a full time employee for the month in which the holiday falls. In determining the amount of holiday pay to be received, full time employees will be considered to work 173.33 hours per month, and regular part time employees a fractional portion thereof.

Section 3. Weekend Holidays. If a holiday shall fall on an employee's scheduled day off, whenever possible, as determined by the department head, the nearest succeeding or preceding work day shall be observed as the holiday. If the Department is unable to schedule the holiday in this manner, then it shall be observed on a day mutually agreeable to the employee and the Department.

Section 4. 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.

Section 5. Holiday Work. If an employee works on any holiday listed above, she shall be paid or granted compensatory time in addition to his holiday pay.

- (a) For the first eight (8) hours, time and one half for all hours worked;
- (b) For all hours in excess of eight (8) hours, double time for all hours worked.

ARTICLE 7 - SICK LEAVE

Section 1. Accrual. Employees shall accrue sick leave at the regular rates of pay, and at the rate of eight (8) hours per month. It is understood that sick leave is a benefit granted employees for use in the event of conditions covered in Section 6 of "Sick Leave" for employees or to care for their qualifying family members. Sick leave shall be prorated for regular part time employees.

Section 2. Maximum Accrual and Payment. An employee may accumulate an unlimited amount of sick leave. Sick leave is provided by the County solely in the nature of insurance against loss of income due to the reasons covered in Section 3 of this article. No compensation for accrued sick leave shall be provided for any employee for any other purpose, except as provided herein. Upon termination of the employee for any reason, (excluding dismissal for cause), or his death and the employee has completed one (1) continuous year of service, twenty-five (25) percent of up to nine hundred-sixty hours (960) of accumulated unused sick leave credit shall be paid, at the employee's current salary rate, either to the employee, or in the event of his death, to his estate, upon completion of his/her probationary period. The employee shall accrue sick leave when on paid leave, provided that the employee returns to work at the end of such leave.

Section 3. Scope. Sick leave may be used when an employee is ill or injured, for medical or dental checkups, when a family member of the employee is ill or injured or for any other reason permitted under Oregon's Sick Time Act. Sick leave may be authorized by the County when relatives outside the definition of "family member" are seriously ill or injured, if the County finds that such compassionate leave is appropriate. The County agrees to follow State and Federal laws regarding the concurrent use of sick leave for family and medical leave.

Section 4. Utilization. An employee requiring use of his sick leave shall give notice to his supervisor or department head at the first available time, including in such notice a summary description of the difficulty (i.e., such as flu or a cold, etc.) and a prediction of the amount of leave it is anticipated is necessary for recuperation or otherwise. An employee may be required to furnish satisfactory evidence of illness, consistent with state and federal law.

Section 5. Sick Leave Abuse. There is no presumption of sick leave abuse, and it is presumed that employees in the bargaining unit will always endeavor to maintain the highest standards of personal and official integrity.

Section 6. Transfer of Sick Leave. Employees who have exhausted their sick and vacation leave benefits may request sick leave from other County employees if they require extended time off for illness or injury. Employees who have not completed one continuous year of service are not eligible for transfer of sick leave.

Contributions of sick leave shall be limited as follows: Only employees with one (1) year's service who have accumulated more than two hundred forty (240) hours of sick leave may make contributions, and no employee may contribute more than forty (40) hours per year to any other employee. No employee can receive more than two hundred forty (240) hours of contributed sick leave in any one calendar year.

ARTICLE 8 - VACATION LEAVE

Section 1. Accrual. Employees shall accrue vacation leave at the rates provided on the following schedule of continuous service:

(a) Employees employed for less than five (5) continuous full years of service shall accrue eight (8) hours paid vacation leave for each month of service cumulative to a maximum of one hundred ninety-two (192) hours. Probationary employees may begin to use vacation leave after six (6) months of continuous employment.

(b) Employees employed for Five (5) continuous years, but for less than ten (10) continuous years of service, shall accrue ten (10) hours of paid vacation leave for each month of service cumulative to maximum of two-hundred forty (240) hours.

(c) Employees employed for Ten (10) continuous years, but for less than fifteen (15) continuous years of service, shall accrue twelve (12) hours of paid vacation leave for each month of service cumulative to a maximum of two-hundred eighty-eight (288) hours.

(d) Employees employed for Fifteen (15) or more continuous years of service, but for less than twenty (20) continuous years of service, shall accrue fourteen (14) hours of paid vacation leave for each month of service, cumulative to a maximum of three hundred thirty-six (336) hours.

(e) Employees employed for Twenty (20) continuous years or more, shall accrue sixteen (16) hours of paid vacation leave for each month of service, cumulative to a maximum of three hundred eighty-four (384) hours.

(f) In addition to the employee's regular vacation accrual, employees will be credited in July of each year with an additional forty (40) hours per year of vacation leave as compensation for the expectation that they be available to receive calls and report to work if necessary, and respond to emergencies 24 hours per day, seven (7) days per week.

Employees shall not accumulate vacation days in excess of the amounts indicated in paragraphs a, b, c, d and e. On a monthly basis, employees will be informed of their vacation accrual balances in writing. Whenever it appears that an employee will lose vacation credit because of accrual limitations, the employee and department head shall arrange for a mutually convenient time for vacation time to be taken prior to the time that such vacation time would be lost.

Vacation time exceeding the maximum amount to be accrued shall be allowed only upon approval by the Department Head when operational requirements within the department prevent the employee from taking vacation to keep his/her balance below the maximum. Vacation time which is allowed to be accumulated in excess of the cap shall be taken at a mutually agreeable time within the month following the time it is earned.

Vacation accrual shall be prorated for part-time employees.

Section 2. Vacation Accrual During Leave and After Layoff. All authorized leave taken as a part of the employee's continuous service shall be counted for the purpose of determining the employee's accrual rate. The employee shall accrue vacation leave when on paid leave, provided that the employee returns to work at the end of such leave. In order to be eligible for vacation accrual, an employee must have worked or been on paid leave no less than eighty (80) hours in the month.

Prior service of employees returning from lay off status shall be counted for the purpose of determining the employee's accrual rate, but the time during layoff shall not be counted.

Section 3. Vacation Times. 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 choice of vacation dates, but each employee shall be permitted to exercise his right of seniority only once annually.

Section 4. Termination or Death. In the event of the termination of an employee for any reason, or of his death, all accumulated vacation credits shall be paid at the employee's current salary rate either to the employee or to his heirs. An employee who is terminated prior to the completion of six (6) months of service, or who dies before the completion of such services, shall not be eligible for vacation pay.

ARTICLE 9 - OTHER LEAVES

Section 1. Leave of Absence. After an employee has exhausted all accrued paid leaves, a leave of absence without pay for a limited period, not to exceed six (6) months, may be granted by the Board of Commissioners for any reason which the Board deems to be reasonable, and such leaves may, at the discretion of the Board, be renewed or extended for any period. Such leaves shall not be approved for any employee who is accepting other employment, except as otherwise provided in this article.

All unpaid leaves of absence for longer than two (2) weeks will result in an adjustment of the employee's eligibility for salary step adjustment. (Example: If an employee is on unpaid leave for two (2) months and his/her anniversary date is March 1, it will be adjusted forward to May 1). Likewise, benefits shall not continue to accrue to an employee on unpaid leave for longer than two (2) weeks except as required by state or federal law, but neither shall said employee lose any benefits already accrued prior to commencement of the leave.

Section 2. Jury Duty; Miscellaneous Duties. An employee shall be granted a leave of absence with pay for:

(a) Service on one (1) jury term in any consecutive twenty-four (24) calendar month period, provided that the salary paid to the employee for the period of absence shall be reduced by the amount of money received as statutory juror's fees, not including amounts received as expenses which are authorized by statute. For any period during the term of the jury when the Employee has been excused by the court from service as a juror, the Employee will report immediately to his or her immediate supervisor and shall be considered available for working during that period.

(b) Attendance in court in connection with an employee's officially assigned duties, including the time going to the court and returning to his headquarters; provided that the salary paid to him shall be reduced by an amount equal to any compensation he may receive as statutory or expert witness fees not including amounts received as expenses which are authorized by statute.

(c) Other authorized duties in connection with County business.

(d) Regular salary shall be allowed to those employees who are unable to report for their regular duties because of natural disasters beyond their control; or because they are needed to work for the safety of their family or to prevent property damage; or to help with rescue work to save life and property; said policy to be effective only when the Board of County Commissioners has determined that an actual emergency exists, and upon approval of the employee's department head.

Section 3. Bereavement Leave. Bereavement leave shall be granted as required by Oregon Revised Statutes. In addition, in the event of a death of a family member, an employee shall be entitled to five (5) working days of paid compassionate leave to be used concurrently with leave required under Oregon Revised Statutes. Other leave may be used to supplement the leave authorized by this Section, subject to the approval of the supervisor or Department Head. It shall be the duty of the employee to notify his supervisor or the department head of a pending absence and its approximate duration.

Section 4. Military Leave. (1) Military leave, alternative service and Peace Corps leave shall be granted as required by Oregon Revised Statutes and Federal law. Employees may use accrued vacation and compensatory time for official military leave in excess of the employer-paid time provided by statute.

Section 5. Union Leave. The County shall provide a total of two hundred forty (240) hours per year unpaid leave to be distributed by the Union amongst its members for Union business (conventions, conferences, training, etc.), provided that use of this leave shall be approved by Human Resources in writing and not interfere with the efficient operation of the County.

Section 6. Family Medical Leave. Family Medical leave of absence shall be as required by relevant State and Federal statutes and County Personnel Policies and Procedures. An employee must use accrued sick,

vacation and compensatory time during such leave consistent with the County Personnel Policies and Procedures. Leave in excess of that allowed by statute may be granted by the County.

ARTICLE 10 - SEVERANCE PAY

Section 1. Severance Pay. Any employee who has completed one (1) full year of service with the County, and who shall be laid off, as a result of causes other than punitive dismissal, retirement or resignation, shall receive one of the following:

- (a) Two (2) weeks' notice and one (1) full weeks' pay; or
- (b) In the event that the employee is not given two (2) weeks' notice, he shall receive two (2) full weeks' pay.

Such severance pay shall be in addition to any other accrued pay to which the employee is entitled. As a condition of severance, an employee must be willing to enter a separation agreement releasing the County from any and all claims or liability that might have otherwise arisen out of the employment relationship.

ARTICLE 11 - HEALTH & LIFE INSURANCE

Section 1. Subject to the reopener set forth below, throughout the term of this Agreement the County shall pay one-hundred percent (100%) of the monthly premium for medical, dental and vision benefits under the following plans:

1. Medical – Teamsters (OTET) G/W Plan
2. Dental – Teamsters (OTET) D-5 Plan
3. Vision – Teamsters (OTET) V-4 Plan

If the monthly combined premium for medical, dental, and vision benefits increases by more than \$100 per employee per month, this Agreement shall automatically reopen for the sole purposes of bargaining regarding the County's contribution towards the medical, dental, and vision premium, as well as discussing alternative medical, dental, and vision plans that may be more affordable.

Section 2. Eligibility. All regular full-time and regular part-time employees who are on paid status for eighty (80) or more hours per month shall be eligible for health insurance the first day of the month following the first month in which the employee was on paid status for eighty (80) hours or more. For the purpose of this agreement, “paid status” includes hours worked (excluding overtime) and hours the employee was away from work on approved paid leave.

Section 3. Individual Health Care Account. Effective July 1, 2020, The County shall contribute \$75.00 each month to a tax free, tax exempt, Individual Health Care Account (i.e. VEBA account) for all regular full-time and regular part-time employees who are on paid status for eighty (80) or more hours per month and who have established eligibility under Section 2 above. (The cost to the County of this benefit shall not exceed \$75.00 per month, per eligible employee)

Section 4. Life, Indemnity, and Long-Term Disability Insurance. The County agrees to provide indemnity, long-term disability and life insurance consistent with levels provided prior to the execution of this Agreement.

ARTICLE 12 – WAGES

Section 1. Wages. All wages across all classification shall remain the same throughout the term of this Agreement. These wages are shown in Exhibit A, which is incorporated herein by this reference. The parties agree that the Union is waiving any salary adjustment, cost of living increase, or other increase in wages in exchange for the County’s drastic increase in contribution towards medical, dental, and vision benefits for the term of this Agreement.

Employees assigned a sex offender specific caseload shall receive an additional 5.0% wage stipend during the time in which they are assigned said caseload.

Section 2. Pay Periods. Salaries and wages of employees shall be paid on a monthly basis. Paychecks will be issued by the 30th day of the month worked. In the event that the 30th day of the month worked shall fall

on a Saturday or a Sunday the preceding Friday shall be payday. Should the 30th day of the month worked fall on a holiday, the preceding workday shall be payday. Failure to receive pay on the designated day for any reason beyond the control of the County shall not constitute a breach of this Agreement.

Employees shall be notified of the reason for any delay in the designated payday. The above provisions may be changed should the County elect to purchase or otherwise adopt a different payroll plan, whether from a private company or other public body including itself, but the employees will not be paid less than monthly.

Section 3. Call Back Time. Any employee called to work on any day other than their regularly scheduled work day shall be paid for a minimum of two (2) hours at the rate of one and one half (1-1/2) times their regular rate of pay.

Any employee who has been off duty, and is called back to work outside their regular work shift shall be paid for a minimum of two (2) hours at the rate of one and one half (1-1/2) times their normal rate of pay.

Section 4. Reporting Time. Any employee who is regularly scheduled to work and who presents himself for work as regularly scheduled but where work is not available for him and is excused from duty shall be paid for a minimum of one half (1/2) the number of hours he was scheduled to work.

Section 5. Overtime. Employees shall be paid or receive compensatory time off (at their option) at the rate of one hour and a half (1-1/2) for every hour of work beyond their normal eight hours (8) or ten hours (10) in their forty (40) hour work week, except as otherwise provided in Article 5, Section 8. Paid time off shall not count toward hours worked for purposes of overtime eligibility.

Section 6. Mileage Pay. Whenever an employee is required to use his own automobile in the performance of his duty, he shall be paid mileage at the rate paid under County Personnel Policies. Mileage pay will not be provided for any mileage incurred that the employee would have to provide between his home and regular place of work each day. A regular place of work may include different specific locations on different days. If the employee does not have a regular place of work, and there are no County cars available, he will be paid mileage to and from his various places of work less mileage from his home to the nearest County building, annex or courthouse.

Section 7. New Hires. Employees within the bargaining unit shall be hired at Step 1 of the appropriate salary, unless a new employee is more qualified than other employees currently employed at that rate or the economic circumstances make it difficult to hire a qualified employee at the lowest step. If a new employee is more qualified, he or she may be hired at any step up to the step in which he or she is as qualified as present employees in that step.

Section 8. Step Raises. Upon satisfactory completion of the probationary period an employee shall be eligible for a merit raise to the next higher step in the salary range. For probationary periods that end between the 1st to the 14th day of the month, the merit raise shall be effective on the first of that month; for probationary periods that end from the 15th to the last day of the month, the merit raise shall be effective on the first day of the following month. On each anniversary date thereafter, the employee shall be eligible to receive an additional merit step raise to the next step until the employee reaches Step 6. These increases are not automatic and depend upon satisfactory job performance. An eligible employee not receiving a step increase shall be afforded written notification including a description of deficiencies noted and specific recommendations for improvement, and the Union shall also be notified of any and all denials of step increases.

Section 9. Reinstatement Rights. Any employee who has completed one (1) full year of service with the County and shall be laid off for causes other than punitive dismissal, and who shall return to County employment in the same job classification within twelve (12) months, shall be reinstated to the salary range and step held at the time of layoff.

Section 10. Longevity. Employees who have been a parole and probation officer for five (5) years shall receive a three percent (3%) salary increase on their base wage at the end of the fifth year.

Employees who have been a parole and probation officer for ten (10) years shall receive an additional three percent (3%) (for a total of six percent (6%)) salary increase on their base wage at the end of the tenth year.

Employees who have been a parole and probation officer for fifteen (15) years shall receive an additional three percent (3%) (for a total of nine percent 9%) salary increase on their base wage at the end of the fifteenth year.

Employees who have been a parole and probation officer for twenty (20) years shall receive an additional three (3%) (for a total of 12%) salary increase on their base wage at the end of the twentieth year.

Once a longevity increase has been earned it shall not be withdrawn, except for termination or retirement.

ARTICLE 13 - RETIREMENT

Section 1. PERS. The County shall participate in the Public Employees Retirement System. Benefits will be provided under the Oregon Public Employees Retirement System (PERS) or Oregon Public Service Retirement Plan (OPSRP), whichever is applicable pursuant to ORS 238 and 238 A and contracts of integration between the County and PERS. Adult Parole and Probation Officers, who are appointed by the County, required by statute to be certified, and have earned such designation from the State of Oregon, shall be granted participation in PERS or OPSRP program for Police Officers and Firefighters. Effective January 1, 2008, the County shall pick up the six percent (6%) employee contribution to PERS or OPSERP whichever is appropriate.

ARTICLE 14 - DISCIPLINE AND DISCHARGE

Section 1. Discipline. Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, suspension without pay, demotion, or discharge.

Disciplinary action may be imposed upon an employee only for failing to fulfill his or her responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

The County will comply with the investigation protocols outlined in Oregon Revised Statutes 236.360 when investigating allegations of employee misconduct.

If the County has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 2. Discharge. The County shall not suspend or discharge any employee without just cause. The employee and his or her Union representative, unless the employee requests otherwise, will be immediately

notified in writing that the employee has been suspended or discharged. Such notification shall state in detail the nature of the alleged offense and shall include dates, locations and other corroborative details.

The union shall have the right to take up the suspension and/or discharge as a grievance at Step 3 of the grievance procedure within fifteen (15) working days of the employee's knowledge of its occurrence.

An employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment unless otherwise directed by an arbitrator's award.

Section 3. Due Process. In the event the County has made a decision to suspend without pay, demote or discharge a regular status employee, a written pre-discipline notice shall be given to the employee. Such notice shall include the known complaint(s), facts and charges, and a statement that the employee may be dismissed. The employee shall be afforded an opportunity to request all substantiating documentation the County used to make its decision and an opportunity to refute such charges or to present mitigating circumstances to the County at a time and date set forth in the notice.

The date for such a hearing shall not be less than seven (7) calendar days from the date the notice was received, unless an earlier time is requested by the employee and agreed to by the County. The employee shall be permitted to have an official Union Representative present. The County may place the employee on Administrative Leave with pay unless otherwise mutually agreed.

Section 4. Disciplinary Work Plan. When a work plan is utilized in conjunction with any step of the disciplinary process, the employee will be allowed to review and provide input concerning the work plan before it becomes effective. The employee may request Union representation during the development of the work plan. The work plan shall contain the enumerated deficiency(ies), the employer's and the employee's responsibilities for improvement, and definite timelines.

Section 5. Just Cause Standard. For the purpose of this Agreement, just cause shall be determined in accordance with the following guidelines, including, but not limited to:

1. The employee shall have some warning of the consequences of his/her conduct unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.
2. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate;
3. A reasonable investigation must be conducted;
4. It must be determined that the employee is guilty of the alleged misconduct or act;
5. The discipline must be appropriate based upon the severity of the misconduct or the actual or likely impact the misconduct has or would have on the County's operations;
6. The employee's past employment record shall be considered, if appropriate based upon the severity of the act.

ARTICLE 15 - SETTLEMENT OF DISPUTES

Section 1. Grievance and Arbitration Procedure. The grievance and arbitration procedure shall be limited to the meaning, interpretation or application of this Agreement or any alleged violation of its terms. In the event of a grievance concerning a disciplinary issue, an individual who does not wish the Union to pursue a grievance may notify the Union in writing at any time. An employee remains free to consult with a Union representative at any point during the disciplinary process. An employee's exercise of the right to not pursue a grievance shall not constitute a precedent with regard to the substance of the discipline and/or grievance in question.

Section 2. Manner of Resolving Disputes.

STEP 1. A union representative may take up the grievance or dispute with the employee's immediate supervisor within ten (10) working days of the employee's knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and respond in writing to the representative within five (5) working days.

STEP 2. If the grievance or dispute has not been settled, it shall be presented in writing by the Union representative to the department head within five (5) working days after the supervisor's response is received.

The written grievance shall include:

- (1) A statement of the grievance and relevant facts;

- (2) Provision of the contract violation; and
- (3) Remedies sought.

The department head shall discuss the grievance with the Union representative if both parties mutually agree. If no settlement is reached the department head shall give his or her written answer to the Union within five (5) working days following their meeting. If a meeting cannot be mutually agreed to, then the department head shall give the Union his or her written answer within ten (10) working days of his or her receipt of the written grievance.

STEP 3. If the grievance is not settled in Step 2 and the Union desires to appeal, the Union shall submit the grievance to the Board of Commissioners within fifteen (15) working days of receipt of the department head's answer.

The Board of Commissioners will then consider the matter, within twenty (20) working days, in executive session if the employee or Union desire, with all parties having an opportunity to appear and be heard. The decision of the Board of Commissioners will be rendered in writing within ten (10) working days of its presentation at the meeting.

STEP 4. If the grievance has not been settled at Step 3, the Union may, within fifteen (15) working days after service of a written decision by the Board of Commissioners, demand arbitration.

After the dispute has been so submitted, a party or the parties shall request from the Employment Relations Board a list of the names of thirteen (13) Oregon/Washington arbitrators. The parties shall select an arbitrator by mutual agreement or, if they are unable to agree, then by the method of alternate striking of names until one person remains who will serve as the arbitrator. The party requesting arbitration shall strike the first name, the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator. The moving party will notify the arbitrator. The arbitrator shall begin taking evidence and testimony as soon as possible after his selection.

The arbitrator's decision shall be final and binding, but he or she shall have no power to alter, modify, to add or detract from the terms of this Agreement. . If the grievance relates to a termination based on allegations of

dishonesty or a criminal act or acts, then the burden of proof shall be determined by the Arbitrator. If the grievance relates to a termination arising from an act or acts other than dishonesty or a criminal act, then the burden of proof shall be by the preponderance of evidence standard. His or her decision shall be within the scope and terms of this Agreement and he or she shall be asked to submit it within thirty (30) days from the date of the hearing.

The arbitrator shall be responsible for assessing all or a pro-rata share of his or her fees and expenses of the proceedings against either of the parties; provided, however, that the arbitrator shall assess all of his or her fees and expenses against the losing party where a single party prevails entirely. However, each party shall be responsible for compensating its own representatives and witnesses in arbitration. If either desires a verbatim record of the proceedings, it may cause such a record to be made; providing, however, that it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Section 3. Employee Representatives. Employees selected by the Union to act as Union representatives shall be known as "stewards." The names of employees selected as stewards and the names of other Union representatives who may represent employees shall be certified in writing to the County by the Union. Nothing in this section will limit or prohibit an employee from employing legal counsel of his or her choice and at his or her own expense.

ARTICLE 16 – PROBATIONARY PERIOD

Section 1. An Elected Official or Department Head at their discretion may remove a new employee within their department from County service at any time during the probationary period. Employees terminated during the probationary period are not eligible for compensation for accrued vacation or sick leave.

Section 2. The probationary period, at the discretion of the Elected Official or Department Head, may be extended by mutual written agreement between the employee and the County for up to an additional one (1) year as long as such notification of the extension is given to the employee and Union five (5) working days before the

end of the probationary period. Such notification of extension shall specify areas of unsatisfactory performance and specific recommendations for improvement.

Section 3. A promoted employee, at the discretion of the Elected Official or Department Head, may be demoted to the position held immediately before promotion if their performance does not meet required work standards set by the classification within the first year of service after the promotion and provided they have completed their initial probationary period.

ARTICLE 17 - SENIORITY

Section 1. The County and the Union mutually recognize the need to provide for the advancement and rights of employees according to seniority, while ensuring that each job in the County is performed most efficiently by the most capable of qualified personnel and that such qualifications are best established, when other objective merit factors are equal, by seniority.

Section 2. Definition. Unless otherwise indicated in this agreement, seniority shall be defined as total length of service with the County.

Section 3. Seniority List.

(a) Employees shall be regarded as probationary for a period consisting of no less than one thousand forty (1,040) hours of work following initial employment with the County, unless extended. At the end of this probationary period the employee's name will be placed on the seniority list. The seniority list will indicate the employee's name, current job classification, and County seniority date. The employee's seniority date will date back to his actual date of hire and not the first full month of service.

(b) A regular part-time employee shall acquire seniority in the proportion that his or her full workdays per calendar month bear to the total number of workdays in that calendar month.

(c) The employer shall post on the department bulletin boards a current seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Union when it is posted.

Section 4. Forfeiture of Seniority. Seniority shall be forfeited by voluntary resignation, discharge for just cause, or retirement. Upon acceptance of a position within the County outside the bargaining unit, an employee may freeze up to three (3) years of seniority to be credited upon return to a vacant position in the bargaining unit. An employee who has left the bargaining unit shall not displace any current bargaining unit member.

Section 5. Vacation Time. Vacation shall be scheduled on the basis of first come first serve unless two (2) or more Adult Parole Officers shall apply for the same vacation time on the same day. In such cases seniority shall prevail.

ARTICLE 18 – LAYOFF

Section 1. Notice. If the County determines the need for a reduction in its work force, notice of not less than two (2) weeks shall be provided to the employees to be laid off. While the County reserves the right to determine positions to be eliminated, layoffs within each affected job classification shall be determined by the County on the basis of seniority and operational needs for special occupational skills within the affected classification.

Section 2. Bumping. Employees who have received notice of layoff shall have the right to bump to a lower classification, based on seniority in the bargaining unit, provided that the bumping employee possesses the necessary qualifications and if he/she can demonstrate the knowledge, skill and ability to perform the work within the classification and provided that the employee notifies the Human Resources Department of his/her desire to bump within 7 days of the date the employee received the notice of layoff. An employee exercising the right to bump shall displace the least senior employee in the classification. Employees who bump into a lower classification shall suffer no loss of pay until the beginning of the next pay period at which time their salary shall be adjusted to the step in the new range closest to their former salary. Employees who have been notified that they have been bumped from their position shall have 7 days from the date they received the notice to notify the Human Resources Department of his/her desire to bump into another position. If an employee fails to respond within the 7-day period specified above, the employee shall be considered to have voluntarily accepted layoff.

Section 3. Recall. Employees who are laid off shall be placed on numerical layoff list for (2) two years and be recalled according to such lists as openings for which they meet the minimum qualifications becomes available. Recall to job openings shall be based on an employee's seniority in the bargaining unit, provided that the employee possesses the necessary qualifications and can demonstrate the knowledge, skill, and ability to perform the work within the classification. No new employees will be hired into classifications from which employees are laid off and for which they remain qualified.

Employees will be notified of the open positions by certified mail, return receipt, sent to the last address given by the employee to the County Human Resources Office. The employee will have five (5) calendar days from postmark date of such notice to notify the department head of his/her intention to return on the date specified by the County. Failure to respond timely shall be considered as immediate voluntary termination. Time spent on layoff status shall be considered for the purposes of the agreement the same as leave without pay

ARTICLE 19- DISCRIMINATION

Section 1. No Discrimination. The County and the Union agree that equal opportunity in employment, promotion and all other employer/employee relationships is the rule in Coos County. Nothing in this contract is meant to hinder or in any way inhibit an equal opportunity or affirmative action program that may be adopted by the County. Further, 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, national origin, religion, disability or any other status protected by County policy or law. The Union shall share equally with the County the responsibility for applying this provision of the Agreement. The parties agree that the labor agreement will not serve to restrict the County's obligation to comply with federal and state law concerning its duty to reasonably accommodate individuals with disabilities.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

ARTICLE 20 - UNION BUSINESS

Section 1. County-Union Meetings. The County shall meet with the Union at mutually convenient times at the request of either party. Not more than three (3) County employees serving as Union representatives will be allowed to attend such meetings on County time with no loss of wages unless a greater number of employees is agreed to by the County.

All meetings with the County normally shall be held during working hours and on County premises. This section may not be used to disrupt County business. The purpose of these meetings may be to discuss the avoidance of future grievances, process grievances, negotiate, discuss the improvement of relationships between the parties, or other issues of mutual benefit or concern. Prior notice of topics for discussion at such meeting shall be furnished by each party to the other. All other union business shall generally occur off duty, unless otherwise approved in advance by the affected supervisors.

Section 2. Bulletin Board. The County agrees to furnish and maintain suitable bulletin boards in convenient places in each department to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

Section 3. Visits By Union Representatives. The County agrees that accredited representatives of the Union, whether Local Union representatives, District Council representatives, or International Union representatives, shall have reasonable access to the premises of the County to conduct the Union business. Union representatives shall first report their presence to the supervisor in charge of the work area which is being visited, whenever practicable. Such visits shall not interfere with normal operation of the department.

Section 4. The County agrees not to interfere with rights of employees whether or not to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the County, or any County representative against any employee because of the lawful Union activities.

ARTICLE 21 - EXISTING CONDITIONS

Section 1. All existing employment relations as defined in O.R.S. 243.650 (7) and interpreted by the Employment Relations Board not specifically modified by this Agreement shall remain in effect at not less than the level in effect at the time of the execution of this Agreement. The parties agree that existing conditions do not include conditions that conflict with the provisions of this agreement, conditions that would result in compensation not provided for in this agreement or addendums that are not expressly included and identified as part of this agreement.

The County agrees to provide the Union with copies of all changes to policies, procedures, and work rules affecting the bargaining unit.

ARTICLE 22 - SAFETY

Section 1. Safety. Adequate safe equipment shall be provided for all employees. No employee shall be expected to operate or use any equipment in the performance of his or her official duties that is reasonably considered to be unsafe.

An employee who refuses to perform work for reasons of safety shall file a complaint with the Oregon State Accident Prevention Division. The County is committed to provide all County employees a safe and healthy workplace in so far as practicable. All employees of the County are expected to comply with established safety policies and practices and to report all unsafe working conditions. In the event an employee has reason to believe an unsafe working condition exists, the employee is expected to fill out the County Safety Concern form as soon as practicable and submit it to their immediate supervisor or designee. Within seven (7) days, the immediate supervisor or designee receiving the Safety Concern shall report back to the employee the proposed resolution. If the proposed resolution is unacceptable, the employee may submit the issue to the Department Head or designee within seven (7) days of the immediate supervisor's response. Within fourteen (14) days, the Department Head or designee shall report back to the employee the proposed resolution. If the proposed resolution is unacceptable, the employee may submit the issue to the Central Safety Committee within seven (7) days of the Department Head's response. The Central Safety Committee shall report back to the employee the

proposed resolution. If the proposed resolution is unacceptable, the employee may submit the issue to the Board of Commissioners for consideration within seven (7) days of the Central Safety Committee's response. A record of any resolved safety issues shall be submitted to be maintained by the Central Safety Committee.

Section 2. Uniforms and Protective Clothing. If any employee is required to wear a uniform, protective clothing, or any type of protective device, such protective clothing or protective device shall be furnished to the employee by the County.

ARTICLE 23 - WORKERS' COMPENSATION

Section 1. Insured Personnel. All County employees will be insured under the provisions of state law for injuries received while at work for the County.

Section 2. Supplemental Payment. The County shall provide insurance to supplement the amount received by the employee from the State Workers' Compensation for on-the-job injuries in an amount to insure the injured employee one hundred (100%) percent of his monthly net take home pay up to a period of six (6) months.

Section 3. Continued Coverage. The County shall maintain insurance to cover employees in the bargaining unit for long-term disabilities. Such insurance shall supplement Workers' Compensation or Social Security for a period of five (5) years beginning after the first six (6) months of disability at a rate of sixty (60%) percent of base monthly pay.

Section 4. On-the-Job Injury. Employees off work due to a claim for an on-the-job injury incurred as a result of their employment with the County and receiving Workers' Compensation time loss benefits shall:

- a. Continue to accrue seniority while off work from the beginning of the leave due to the on-the-job injury:
- b. Continue to receive the "normal" County-paid portion of insurance premiums for one (1) year from the beginning of the leave due to the on-the-job injury.

- c. To the extent permitted by applicable law, an employee on a short-term disability or an employee off work as a result of a workers' compensation injury shall not accrue vacation or other benefits during the period of such leave, unless otherwise supplementing such leave with paid time off.

ARTICLE 24 - PERSONNEL RECORDS

Section 1. Files. There shall be only one (1) official personnel file for each employee and that file shall be maintained at the Human Resources Office. Employees may inspect the contents of their official personnel file, except for confidential reports from previous employers, in the presence of an authorized County representative.

Section 2. Grievances. No grievance material shall be kept in employee personnel files after the grievance has been resolved, except the resolution itself.

Section 3. Signature Requirement. No information reflecting critically upon employees shall be placed in their personnel files that does not bear their signature. Employees may be required to sign such material to be placed in their personnel file provided the following disclaimer is attached: THE EMPLOYEE'S SIGNATURE DOES NOT NECESSARILY INDICATE AGREEMENT.

If an employee is not available within a reasonable period of time to sign the material, the County may place the material in the files provided a statement has been signed by two (2) County representatives that a copy of the document was mailed to the employee at their address of record.

Section 4. Written Response. If employees believe that any of the above material is incorrect or a misrepresentation of facts, they shall be entitled to file a grievance or prepare, in writing, an explanation or opinion regarding the adverse material. This response shall be included as part of their personnel file until the material is removed.

Section 5. Other Inclusions. Employees may include in their personnel files copies of any relevant material they wish, such as letters of favorable comments, licenses, certificates, college course credits or any other material that is job related.

ARTICLE 25 - SAVINGS CLAUSE

Should any article, section, or portion thereof of this Agreement be held unlawful or unenforceable by an opinion of the Attorney General of the State of Oregon or by any court of competent jurisdiction, or any administrative agency of the State of Oregon having jurisdiction over the subject matter, such decision shall apply only to the specific article, section or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption except those remaining provisions which are so essential, connected and dependent upon the unlawful or unenforceable part that it is apparent that such remaining provisions would not have been agreed to without such other parts and the remaining provisions which, standing alone, are incomplete and incapable of being executed in accordance with the intent of this Agreement.

ARTICLE 26 - TERMINATION

THIS AGREEMENT shall be effective on July 1, 2023 and shall remain in full force and effect until June 30, 2025. Unless either party notifies the other in writing of a desire to change the terms of the Agreement at least sixty (60) days prior to the expiration date, this Agreement shall continue in full force and effect for the succeeding twelve (12) month period and shall continue in full force and effect for each succeeding twelve (12) month period thereafter, unless change is requested as specified herein.

If negotiations continue beyond July 1 of any year in which this Agreement is in effect, the terms of this Agreement shall remain in full force and effect until such negotiations are discontinued by either party or a new Agreement has been mutually accepted.

FOR THE COUNTY:

FOR THE UNION:

<u>T Robert Bob Miller</u>	Date	<u>5/2/23</u>	<u>David Larson</u>	Date	<u>06-13-23</u>
<u>[Signature]</u>	Date	<u>5/2/23</u>		Date	
<u>[Signature]</u>	Date	<u>5/2/23</u>		Date	
	Date			Date	

EXHIBIT A

July 1, 2023									
		STEP	STEP	STEP	STEP	STEP	STEP		
CLASSIFICATION	Pay Grade	1	2	3	4	5	6		
Probation Officer I	434	3,904	4,096	4,294	4,509	4,730	4,954		
		22.5231	23.6308	24.7731	26.0135	27.2885	28.5808		
Probation Officer II	435	4,329	4,543	4,763	4,997	5,246	5,504		
		24.9750	26.2096	27.4788	28.8288	30.2654	31.7538		
Probation Officer III	436	4,767	4,999	5,248	5,507	5,774	6,058		
		27.5019	28.8404	30.2769	31.7712	33.3115	34.9500		
Lead Probation Officer	438	5,110	5,367	5,632	5,912	6,208	6,519		
		29.4808	30.9635	32.4923	34.1077	35.8154	37.6096		