

# SHERIFF'S OFFICE WORKERS' COMPENSATION WAGE CONTINUATION LETTER OF AGREEMENT

## **I. PARTIES**

The parties to this agreement are Marion County, by and through the Marion County Sheriff's Office, and the Federation of Oregon Parole and Probation Officers (FOPPO, hereinafter "the Union").

## **II. PURPOSE OF THE AGREEMENT**

The purpose of this agreement is to compensate employees with accepted Workers' Compensation claims for a serious occupational illness or injury as defined herein, sustained in certain situations in the performance of his or her duties.

This agreement is not intended to apply to all workers compensation claims or situations. Marion County provides workers' compensation benefits according to state law and as enhanced in Article 8, Section 3 of the parties' collective bargaining agreement.

## **III. AGREEMENT**

The Sheriff may initiate or consider a request for wage continuation, and if approved, may authorize compensation of an employee from available funds in the departmental budget for personnel as wage continuation for an on-the-job serious illness or injury where there is an accepted or interim Workers' Compensation claim in an amount equal to the employee's regular pay, including any regular certification incentive pay, bilingual pay, and longevity step that the employee was receiving at the time of the injury. Differentials based on hours worked or potential for overtime are not included in wage continuation pay. This wage continuation provision is subject to the following conditions:

- A. The Risk Manager verifies that the employee has an accepted Workers' Compensation claim or interim claim for a serious illness or injury, that per the Workers' Compensation attending physician:
  - 1. is an illness, mental condition or physical condition that has a substantial risk of death or which can cause serious and protracted disfigurement, protracted impairment of mental or physical health or protracted loss or impairment of the function of any bodily organ, and
  - 2. initially prevents the employee from returning to any available position;
- B. The serious illness or injury occurred due to a traumatic incident or specific event while in the line of duty:
  - 1. as a result of physical contact with a person or by a dangerous or deadly instrumentality or weapon under circumstances capable of causing death or serious illness or injury; or
  - 2. under similar traumatic circumstances or events with the Sheriff's and Chief Administrative Officer's (CAO) approval.
- C. The date of injury shall be considered a work day and the employee will receive his or her regular pay for the scheduled hours for that day.

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D. The three day waiting period in ORS 652.210 shall be charged to the employee's sick leave or other accrued leave, or authorized leave without pay. Following the three day waiting period, the employee may be placed on administrative leave with pay during the period of wage continuation. This time may run in concurrence with the employee's allowed FMLA/OFLA hours.

E. The employee's wage continuation pay will be subject to all standard deductions, such as income tax, union dues, employee benefits, and voluntary deductions, and will be subject to reporting as required or allowed under Federal and State law.

F. While the employee is receiving wage continuation under this agreement, he or she will continue to receive all other County health and welfare benefits he or she was enrolled in at the time of injury unless prohibited by law, rule, regulation or provider contract.

G. Wage continuation under this agreement may be authorized by the Sheriff for a period not to exceed (90) ninety days. Nothing in this agreement changes the employer or employee's obligation to return to work upon the attending physician's release including to a modified duty assignment if available.

H. One extension up to an additional (90) ninety days may be granted by the unanimous agreement of the CAO and the Sheriff, with recommendation by the Risk Manager. The Risk Manager's recommendation will be based on the attending physician's statement of the current condition and anticipated length of absence or date of return, provided that the prognosis indicates the employee will be reasonably expected to return to work within the ninety day extension.

**IV. CONCLUSION**

This agreement shall become effective no later than January 1, 2021, and ends December 31, 2024. This agreement shall not become part of the parties' collective bargaining agreement. This agreement is made without precedent to either party.

Any employee on an approved wage continuation at the termination of this agreement will be allowed to continue under the provisions and conditions above, including the discretion of the CAO and Sheriff to grant an extension under Section H.

FOR THE UNION



Wendy Bales, FOPPO President

9/27/21

Date

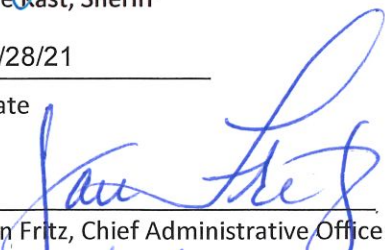
FOR THE COUNTY



Joe Kast, Sheriff

9/28/21

Date



Jan Fritz, Chief Administrative Officer

9/30/21

Date

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Michelle Shelton

Michelle Shelton, Chief Human Resources Officer

9/28/2021

Date