

COLLECTIVE BARGAINING AGREEMENT

Between

UMATILLA COUNTY, OREGON

And

LOCAL 1393, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO

Public Works Department

Effective July 1, 2021 thru June 30, 2024

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AGREEMENT

Between

UMATILLA COUNTY, OREGON

And

LOCAL 1393, AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO

PREAMBLE

This Agreement is entered into by Umatilla County, Oregon hereinafter referred to as the County, and Umatilla County Local Union 1393, affiliated with Oregon Council No. 75 of the American Federation of State, County and Municipal Employees, AFL-CIO hereinafter referred to as the Union, and is intended to cover rates of pay, hours of work, fringe benefits and conditions related to the employment of employees covered by the bargaining unit hereinafter described.

The parties agree as follows:

## ARTICLE 1 - SCOPE OF AGREEMENT AND RECOGNITION

### Section 1.1 Scope of Bargaining Unit

The bargaining unit covered by this Agreement shall consist of regular full-time employees in the County's Public Works Department, excluding temporary, supervisory and confidential employees, as defined by the Oregon Public Employees Relations Act.

A temporary employee under this Article is an employee hired to perform a specific project or for a definite period of time. Temporary employees shall not be used to fill any bargaining unit positions on a permanent basis nor shall any temporary position exist longer than nine (9) months. Whenever a new employee is hired or a temporary employee is integrated into a bargaining unit position the County shall notify the Union of the employee's name. In the case of filling a temporary position the County shall notify the Union of the employee's name and expected duration of employment. Where a temporary employee is integrated into a bargaining unit position the employee shall have up to six (6) months of temporary duty credited to the probationary period. This credit toward completion of the probationary period shall not affect Accruals (sick leave, vacation, etc.), Seniority/Hire Date, or Insurance coverage, all of which are based on the date of permanent employment with the County. Examples of work assignments for a temporary position could be extra workload or coverage for regular employee's vacation or sick leave, but are not limited to such.

### Section 1.2 Recognition

The County recognizes the Union as the sole and exclusive collective bargaining representative of all the employees covered by this Agreement for the purpose of representation on all matters related to terms and conditions of employment for such employees.

## ARTICLE 2 - SECURITY

### Section 2.1 Individual Choice

Membership or non-membership in the Union shall be the individual choice of the employees covered by this Agreement. The County and the Union jointly agree that they will not discriminate against any person or persons on the grounds of race, color, religion, sex, national origin, marital status, age, expunged juvenile record, family relations, association with anyone in a protected class, mental or physical handicap, opposing Safety and Health Hazards, requesting parental leave or application for Workers' Compensation benefits in employment practices, work duties, or contractual arrangements.

### Section 2.2 Fair Share

(a) All bargaining unit employees who are not dues paying members of the Union shall be required to make an in-lieu-of dues payment to the Union through the regular payroll deduction process, except as per item (b) below.

(b) Bargaining unit employees who have religious objections which are violated upon payment of union and/or similar dues, association fees, etc. shall be permitted to exercise a right of non-membership and shall instead be required to pay an amount of money equivalent to regular monthly union dues to a non-religious charitable organization mutually agreed upon by the employee and the Union, as per the parties contract. Such exemption from in-lieu-of dues payment shall not, however, apply to mere anti-Union philosophical views, i.e. right to work.

### Section 2.3 Dues Deductions

Commencing with the first full calendar month following execution of this Agreement, the County agrees to deduct from the paycheck of each employee who has so authorized it, the Union's regular initiation fee and regular monthly dues or the in-lieu-of-dues assessment. The amounts deducted shall be transmitted monthly to the Union or to the designated non-religious charities on behalf of the employees involved. Authorization by the employee shall be on forms furnished by the County. The performance of this service is at no cost to the Union. Employees shall be required to agree to participate in Fair Share deductions at the time of employment and shall continue participation in Fair Share until or up to the time that the employee elects to join the Union, terminates employment or said position is no longer subject to Fair Share or bargaining unit dues.

The Union hereby holds harmless, acquits and forever releases Umatilla County, their Commissioners and each and all of their individual officials, officers, employees, agents and insurers, and their successors, individually and collectively, and any and all other persons who might be claimed to be liable from any and all claims of every nature and kind whatsoever, known

or unknown, suspected or unsuspected, past, present or future which has been or might be asserted against Umatilla County arising out of or in connection with this authorization.

#### Section 2.4 Maintenance of Membership

Employees who are current members of the Union at the signing of this agreement or who sign a Union membership card subsequent to the signing of this agreement shall maintain their Union membership for the duration of the collective bargaining agreement. Maintenance of membership shall be a condition of employment.

#### Section 2.5 PEOPLE

The Employer agrees to make payroll deductions from the pay of those employees who request, in writing, to deduct from their earnings regular payroll deductions in such amounts authorized by the employees to be paid to the Treasurer of the National Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee.

The Employer shall remit the aggregate deductions of all employees, together with an itemized statement showing the name and social security number of each employee from whose pay deductions have been made and the amount deducted during the period covered by the remittance, to AFSCME Council 75

All PEOPLE Contributions shall be voluntary and may be revoked at any time by giving written notice to the UNION and the EMPLOYER. It is expressly understood that PEOPLE contributions are not required as a condition of employment.

The UNION shall indemnify and save the EMPLOYER harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the EMPLOYER for the purpose of complying with the provisions of this Article.

#### Section 2.6 Discrimination

The County and the Union shall not interfere with, intimidate, restrain, coerce or discriminate against any employee in his/her free choice to participate or join or refusal to participate or join the Union.



### ARTICLE 3 - MANAGEMENT RIGHTS

Except as otherwise specifically limited by the terms of this Agreement, the County retains all the customary, usual and exclusive rights, decision making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the County or any part of it. The rights of employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement, and the County retains all prerogatives, functions, and rights not specifically limited by the specific terms of this Agreement. The County shall have no obligation to bargain with the Union with respect to any such subject or the exercise of its discretion and decision making with regard thereto, any subject covered by the terms of this Agreement and closed to further bargaining for the term hereof, and any subject which was or might have been raised in the course of collective bargaining but is closed for the term hereof.

Without limitation, but by way of illustration, the exclusive prerogatives, functions and right of the County shall include the following:

1. To determine the services to be rendered to the citizens of the County.
2. To determine and to follow the County's financial, budgetary, and accounting procedures.
3. To direct and supervise all operations, functions, and policies of the department in which the employees in the bargaining unit are employed, and operations, functions, and policies in the remainder of the County as they may affect employees in the bargaining unit.
4. To close or liquidate any office, branch, operations of facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.
5. To manage and direct the work force, including, but not limited to, the right to determine the methods, processes and manner of performing work, the right to hire, promote, and retain employees and to transfer them within the same pay range; the right to lay off; the right to abolish positions or reorganize departments; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies.
6. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
7. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials and equipment.
8. To implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

9. To contract or subcontract work as may be determined by the County, provided that as to work which has been previously and regularly performed by employees in the bargaining unit, the County agrees to afford an opportunity for the Union to negotiate with it as to the effect of such action on employees in the unit prior to finalizing or implementing new decisions concerning such contracting or subcontracting.
10. To assign shifts, work days, hours of work and work locations.
11. To designate and assign all work duties.
12. To introduce new duties within the unit.
13. To determine the need for and the qualifications of new employees, transfers and promotions.
14. To discipline, suspend, demote or discharge an employee so long as such action is not arbitrary, in bad faith or without cause.
15. To determine the need for additional educational courses, training programs, on-the-job training, and cross training and to assign employees to such duties for such periods to be determined by the County.
16. To implement unpaid furlough days by mutual agreement between the Public Works Director and AFSCME represented employees. Such agreement will be established in a signed letter of agreement.

The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is subject only to the first three (3) steps of the grievance procedure set forth in Article 5 of this Agreement.

## ARTICLE 4 - STRIKES AND LOCKOUTS

### Section 4.1 Strikes

The Union and its members, as individuals or as a group, will not initiate, cause, or participate or join in any strike, work stoppage, slowdown, picketing, or any other restrictions of work at any location in the County during the life and duration of this Agreement. Disciplinary action, including discharge, may be taken by the County against any employee or employees engaged in a violation of this Article and shall not preclude or restrict recourse to any other remedies, including an action for damages which may be available to the County.

### Section 4.2 Return to Work

In the event of a strike, work stoppage, slowdown, picketing, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, during the life and duration of this Agreement, the Union will immediately upon notification from the Public Works Director or the County governing body attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 1, above, shall not be affected or limited by the subject matter involved in the dispute, giving rise to the stoppage, or by whether such subject matter is or is not subject to the grievance and arbitration provisions of this Agreement.

### Section 4.3 Lockouts

There will be no lockout of employees in the unit by the County as a consequence of any dispute arising during the period of this Agreement.

## ARTICLE 5 - SETTLEMENT OF DISPUTES

### Section 5.1 Grievance and Arbitration

A grievance shall be defined as a dispute or complaint by an employee or the Union against the County concerning the application, meaning or interpretation of this Agreement. Any grievance which may arise shall be settled in the following manner:

STEP I: The affected employee, with or without an employee representative, shall take up the grievance with the employee's appropriate supervisor within twenty (20) working days of its occurrence or of the date on which the employee reasonably should have had first knowledge of the occurrence. The supervisor shall respond to the employee within ten (10) working days of the time the grievance was presented.

STEP II: If the grievance remains unresolved, it may be presented by the Union grievance committee in writing to the Public Works Director, or his/her designee, within ten (10) working days after the Step I response. The written grievance shall summarize the nature of the grievance, the factual basis alleged in support of it, the specific provision or provisions of the contract alleged to have been violated, and the relief sought. The County Public Works Director or his/her designee shall respond to the Step II grievance in writing within ten (10) working days of the time the grievance was presented to him/her.

STEP III: If the grievance still remains unsettled, it may be taken up with the governing body of the County, upon written notice within ten (10) working days after receipt of the Public Works Director's response. Such notice shall specify the reason for the meeting and shall provide the grievance-related information specified in Step II above. Following the giving of such notice, the County governing body and up to three (3) representatives of the Union shall meet within ten (10) working days in an attempt to resolve the grievance. The County governing body will give a written response to the grievance within ten (10) working days after said meeting.

STEP IV: If the grievance is still unresolved and the Union wishes to pursue the matter further, it must do so by delivering notice of intent to the County governing body within ten (10) working days after the first Monday of the month succeeding the written response of the County governing body. The parties shall first attempt to select an arbitrator who is mutually acceptable. If within ten (10) days from the request for arbitration the parties are unable to agree upon an arbitrator, the Oregon State Conciliation Service shall be requested to submit a list of seven (7) names. Both the County governing body or its designee and the Union shall have the right to strike three (3) names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one (1) name. The process shall be twice repeated and the remaining person shall be the arbitrator. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. Expenses of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the

transcript and all copies. The arbitrator shall have authority to consider only a claim based upon a specific provision of this Agreement and shall have no authority to add to, modify, or detract from this Agreement. Any decision of the arbitrator within the scope of this Agreement shall be final and binding upon the parties.

#### Section 5.2 Time Limits

The time periods specified in this Article may be extended or modified by mutual consent. Otherwise, failure to comply with time periods specified shall be treated as final disposition of the subject matter of the grievance against the party failing to comply with the applicable specified time period.

#### Section 5.3 Meetings

The County Public Works Director or his/her designee shall meet at mutually convenient times with the Union grievance committee. Except while carrying out the provisions of Step I through III of Section 5.1 of this Article, grievance committee meetings during working hours shall be subject to the approval of the County Commissioners. The Union grievance committee shall consist of two (2) regular full-time County employees selected by the Union.

The purpose of grievance committee meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the County Public Works Director and/or, upon reasonable request, with the members of the governing body of the County, other issues which would improve relationships between the parties. Prior notice of topics for discussion at such meetings shall be furnished by each party to the other.

#### Section 5.4 Determination of Merit

The provisions of this Article shall not be interpreted to require that the Union process any grievance through the grievance or arbitration procedure which it believes, in good faith, lacks sufficient merit. The Union will not pursue a grievance beyond a point where it determines the grievance lacks sufficient merit to pursue further, and the Union grievance committee shall thoroughly investigate and evaluate such grievance. Resolution of a grievance at any step of the procedure shall be final and binding on the County, the Union and the affected employee(s)

## ARTICLE 6 - PROBATIONARY PERIOD

### Section 6.1 Purpose

The probationary period is an integral part of the employee selection process and provides the County with the opportunity to upgrade and improve the Public Works Department by observing a new employee's work, training new employees, and assisting new employees in adjusting to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards.

### Section 6.2 Probationary Status

Every new employee shall serve a probationary period of twelve (12) full months of work. Upon completion of the twelve (12) months' probationary period, the employee shall become a regular, full-time employee. Employees having less than twelve (12) full months of employment shall be probationary employees and shall be covered by this Agreement as specified herein. The Union recognizes the right of the County to terminate the employment of a probationary employee for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees.

In the event an employee is in an unpaid leave status while on probation, the probationary period shall be extended for the equivalent amount of time.

### Section 6.3 Trial Period

An employee selected to permanently fill a job opening shall have up to three (3) months to demonstrate his/her ability to satisfactorily perform the job. In the event he/she is unable to satisfactorily perform the job within that period, he/she shall have the right to return to his/her last job position with all seniority restored within that classification.

## ARTICLE 7 - DISCIPLINE AND DISCHARGE

### Section 7.1 Discipline

a) Disciplinary action may be imposed on any non-probationary employee only for just cause and may be imposed as, but is not necessarily limited to: 1) Written Reprimand, 2) Demotion, 3) Suspension Without Pay, 4) Discharge.

b) Disciplinary action may be imposed upon any employee for failing to fulfill his/her responsibilities as an employee of the County. Conduct which interferes with an individual's performance of his/her duties or which is a hindrance to the effective performance of his/her department's function shall be considered as good cause for discharge or other disciplinary action. Such cause may include, but is not necessarily limited to misconduct, inefficiency, incompetence, insubordination, misfeasance, malfeasance, abuse of sick leave, the willful giving of false information, the withholding of information in making application for employment or willful violation of department rules.

c) Any disciplinary action imposed upon an employee, shall be in written form. The statement shall include:

- 1) The specific County and/or Departmental rules, the specific Federal and/or State regulations, the County policies and/or procedures, and/or areas of the collective bargaining agreement violated,
- 2) A statement of the disciplinary action,
- 3) The specific reasons for such action,
- 4) The required changes, corrections and improvements,
- 5) The time lines that said required changes, corrections and improvements must be made within,
- 6) A plan of assistance (if appropriate), and
- 7) Notification of further disciplinary action should the situation continue or recur. A copy of the statement shall be presented to the employee **at the time of** the disciplinary action; a copy shall also be placed in the employee's personnel file.

d) Disciplinary action shall be imposed only in a manner that will not embarrass the employee or humiliate the employee before other employees or the public.

e) An employee may protest discipline through the regular grievance procedure.

f) The County will make every reasonable effort to conduct investigations and present findings in a timely fashion.

## Section 7.2 Discharge

a) Probationary employees work at the pleasure of the County and may be terminated at any time.

b) If the Department Head or Supervisor determines that there may be cause for discharge he/she may place the employee on paid administrative leave and shall deliver to the employee a written pre-dismissal notice. Such notice shall be prepared in accordance with Section 7.1 c) above. Unless otherwise resolved, the dismissal shall not become effective during the grievance process. Protest of the discharge of any employee shall be made only through the grievance procedure set forth in Article 5. Should an employee choose to utilize the grievance and arbitration procedure for either suspension or discharge, or both, the Union and the Board of Commissioners shall process the grievance commencing at Step 3 of the grievance procedure. A suspended employee who is reinstated shall receive pay for the period of suspension and shall accrue vacation, sick leave and all other benefits as if interruption in service had not occurred unless otherwise resolved.

## Section 7.3 Notification

The Union President and AFSCME Staff Representative shall be sent copies of all disciplinary actions when the discipline is administered.



## ARTICLE 8 - HOURS OF WORK

### Section 8.1 Workweek

The normal workweek shall consist of five (5) consecutive days as scheduled by the Public Works Director. At the option of the County, the workweek may be scheduled on the basis of four (4) consecutive days of ten (10) hour's straight time per day as assigned by the County Public Works Director.

### Section 8.2 Regular Hours

The regular hours of work each day shall be consecutive, except for interruptions for meal periods and rest periods. In the event the County elects to schedule four (4) consecutive days of ten (10) hour's work per day as the regular workweek, regular hours of work shall be scheduled by the Public Works Director consistent with such weekly schedule. Any such four (4) day workweek shall be on a trial basis and may be continued or abandoned at the option of the County.

### Section 8.3 Work Schedules

The normal work shift shall consist of eight (8) hours' work unless the County is on a ten (10) hour day, four (4) days per week schedule, in which event the normal work shift shall consist of ten (10) hours' work. All employees shall be scheduled to work on a regular shift and each shift shall have regular starting and quitting times. Work schedules showing the employee's normal shift, workdays and hours shall be posted on Public Works Department bulletin boards, and affected employees shall be given at least five (5) days' notice prior to the effective date of any change in their work schedule. However, in cases of emergency or adverse weather conditions normal work hours or schedules may be modified by the Public Works Director without such advance notices, in which event a reasonable attempt will be made to notify each employee affected as soon as practicable.

### Section 8.4 Meal Periods

All employees shall be granted an uncompensated meal period of not less than one-half (1/2) hour or more than one (1) hour during each work shift. To the extent consistent with operating requirements of the Public Works Department, meal periods shall be scheduled at or about the middle of the work shift. In addition, when reasonably possible a reasonable time to eat will be allowed employees who are to work overtime for four (4) hours or more.

### Section 8.5 Rest Periods

Each employee shall be allowed a fifteen (15) minute rest period during the first half of his/her shift, and a fifteen (15) minute rest period during the second half of his/her shift. When working on a schedule of ten (10) hour days, four (4) days per week, rest periods shall be twenty (20) minutes. Whenever reasonable, rest periods shall be taken at the middle of each half shift.

### Section 8.6 Guarantee of Hours

No provision of this Agreement shall be construed as establishing or inferring a guarantee of any hours of work per day or per week.

## ARTICLE 9 - HOLIDAYS

### Section 9.1 Recognized Holidays

The following 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	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25
*Floating Holiday	

Plus any day declared a holiday by the Governor of the State of Oregon and the President of the United States.

\*The Floating Holiday shall be one (1) paid day off per contract year, such day to be scheduled on an individual basis by the employee with the consent of the Public Works Director. The floating holiday shall be taken within each fiscal year and shall not be carried from one fiscal year to the next. No additional payment shall be made to an employee who fails to schedule and take the floating holiday within the contract year unless such failure is the result of the Public Works Director requiring that such employee be at work on his/her previously scheduled holiday.

## Section 9.2 Eligible Employees

Each regular full-time employee who has completed his/her initial probationary period and who works his/her last regularly scheduled day before and his/her first regularly scheduled day after any of the above holidays shall be eligible for holiday pay. However, an employee's failure to work on such prior or next following scheduled workday shall be excused for this purpose if due to one of the following reasons:

(a) Jury Service;

(b) Scheduled Vacation;

(c) Bona fide injury or illness for which sick leave is being received. The Public Works Director will not normally require a signed statement from a licensed physician as verification of the injury or illness the first time an employee fails to satisfy the "day before" or "day after" requirements of this section because of an injury or illness. However, unless specifically excused from doing so by the Public Works Director, such a statement will be required in all subsequent instances where the employee fails to satisfy these requirements because of injury or illness during the next succeeding twelve (12) months.

(d) Any other verified reason excused by the Public Works Director.

## Section 9.3 Holiday Pay

An eligible employee shall receive one (1) day's pay for each of the holidays listed above which falls on a regularly scheduled workday and on which he/she performs no work.

## Section 9.4 Weekend Holidays

(a) Whenever a holiday shall fall on Sunday, the succeeding Monday shall be observed as the holiday. Whenever a holiday shall fall on Saturday, the previous Friday shall be observed as the holiday.

(b) Whenever a holiday shall fall on Friday or Saturday during a regularly scheduled four-ten (4/10) workweek the preceding Thursday will be observed as the holiday.

## Section 9.5 Holiday During Leave

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

#### Section 9.6 Holiday During Layoff

Should an employee be on layoff from employment when a holiday occurs, he/she shall not be eligible for said holiday.

#### Section 9.7 Holiday During Unpaid Leave

Should an employee be on unpaid leave when a holiday occurs, he/she shall not be eligible for said holiday.

#### Section 9.8 Holiday Work

If an employee works on any of the holidays listed above he/she shall, in addition to his/her holiday pay, be compensated for all hours worked at the rate of time and one-half his/her regular straight-time hourly rate of pay.

## ARTICLE 10 - SICK LEAVE

### Section 10.1 Accumulation

Employees shall accrue sick leave at the rate of eight (8) hours for each month of service. Sick leave may be accumulated to a maximum of two thousand (2000) hours. Eligibility for sick leave benefits is established after 31 days of continuous employment; however, accrual begins on the first day of employment.

On-Call, temporary and seasonal employees shall not be eligible for sick leave benefits.

Regular employees who are employed more than half-time and less than full-time shall receive prorated accrual rates.

### Section 10.2 Utilization of Sick Leave

Sick leave is provided by the County to cover "sickness" and is not to be used as a supplement for vacation. Employees may use their allowance for sick leave when unable to perform their work duties by reason of:

- (a) Illness or injury which incapacitates the employee to the extent that he/she is unable to perform work;
- (b) Exposure to contagious disease such as would jeopardize the health of fellow workers or the public;
- (c) Medical, optometric, chiropractic, dental or any other dental or medical specialist appointments;
- (d) Illness in the immediate family which requires the presence of the employee as a care giver;
- (e) Death in the immediate family;
- (f) For leaves qualifying as Family Medical Leave, refer to County Policy 4.3 for clarification purposes.

All sick leave absences require employees to utilize all accrued sick, vacation, and compensatory time available before reverting to unpaid leave status.

For purposes of sick leave immediate family shall be defined as spouse or domestic partner, parents, stepparents, children, stepchildren, brother, sister, grandparents, grandchildren, father-in-law, and mother-in-law.

### Section 10.3 Physician's Certification

A physician's statement of the nature and identity of an illness or injury, the need for the employee's absence, and the estimated duration of the absence, may be required at the option of the County in instances of absence caused by illness or injury when, in the judgment of the supervisor and the Director of Public Works, there is good reason to believe that either sick leave is being abused or the illness or injury may require a physician's attention. If such certification is requested and it is not produced within five (5) working days or does not show such disability, sick leave shall be canceled and the employee will be subject to discharge. In addition, the County may require an employee to take and pass a comprehensive physical examination as a precondition to returning to work after an illness or injury, and at such other times as the County directs. Any such physical examinations required by the County shall be administered by a physician designated by the County and will be paid for by the County.

### Section 10.4 Supervisor Notification

In the event an employee suffers from 'sickness' and is unable to perform his/her duties, he/she shall notify his/her supervisor of his/her expected absence, and the nature and expected length thereof, prior to the start of his/her regular work shift.

### Section 10.5 Integration with Workers' Compensation

All employees of the Umatilla County Public Works Department will be covered under the Worker's Compensation laws of the State of Oregon. When an injury occurs in the course of employment the County's obligation to pay under this Article is limited to the difference between any payment received under worker's compensation loss and the employee's regular salary as long as the employee has accrued available sick leave credits. In such instances, the appropriate charges will be made against the employee's accrued available sick leave at the rate of the County's match until the sick leave is expended. Currently the rate is two-thirds (2/3) worker's compensation and one-third (1/3) County. Once the employee has exhausted all accrued leave the County will begin to pay the difference between Worker's Compensation and the employee's regular salary.

### Section 10.6 Retirement

Upon an employee's retirement from the Public Works Department, one-half (1/2) of his/her accumulated but unused sick leave shall be credited to his/her retirement benefits pursuant to the rules and regulations of the Public Employee Retirement System to the extent the law in effect at the time of such retirement will permit such addition to the PERS base salary.

## Section 10.7 Termination

Sick leave is provided by the County solely in the nature of insurance against losses of income due to illness or injury while employed by the County. Except as provided in Section 10.6 above, no compensation for accrued sick leave shall be provided for any employee upon his/her death or termination of employment for whatever reason. Sick leave shall not accrue during any period of uncompensated leave of absence or layoff.



## ARTICLE 11 - BEREAVEMENT LEAVE

### Section 11.1 Bereavement Leave

An employee shall be granted not more than four (4) days leave of absence per incident with full pay in the event of death in the immediate family of the employee to make household adjustments or to attend funeral services. In addition, an employee may use sick leave credits providing the emergency requires more than four (4) days.

For purposes of Bereavement Leave, an employee's immediate family shall be defined as spouse or domestic partner, parents, step parents, children, step children, brother, sister, grandparents, grandchildren, aunt, uncle, niece, nephew, father-in-law, mother-in-law, sister-in-law, or brother-in-law. For the relationships of aunt, uncle, niece, and nephew, an employee shall be granted one (1) day of bereavement leave. In relationships other than those set forth above, under exceptional circumstances, such leave of absence may be granted by the Department Head.

### Section 11.2 Accruals

Sick leave and vacation credits will accrue during paid leaves of absences in the same manner as are accrued during normal employment.

## ARTICLE 12 - VACATIONS

### Section 12.1 Eligibility Requirements

Amount of Vacation and Eligibility Requirements. Employees covered by this Agreement shall accrue vacation according to the following schedule:

1-3 years - 8 hours per month – 0-36 months

4-6 years - 10 hours per month – 37-72 months

7-9 years - 12 hours per month – 73-108 months

10-12 years - 14 hours per month – 109-144 months

13-15 years – 16 hours per month – 145-180 months

16+ years - 18 hours per month – 181+ months

A day of vacation shall be considered as eight (8) straight-time hours, but will be taken on a quarter hour basis, and shall be compensated at the employee's regular straight-time hourly rate as of the time the vacation is taken. Continuous employment shall constitute service unbroken by separation from employment as a regular full-time employee in the Public Works Department or by lay-off of more than fifteen (15) months duration.

### Section 12.2 Scheduling

An employee shall be permitted to request the use of vacation after completion of six (6) months of employment. Whenever possible, consistent with the judgment of the County Public Works Director as to the needs and requirements for vacation relief, employees may schedule their vacation times. Subject to such requirements, vacation time shall be scheduled between employees on the basis of Public Works Department seniority, provided, however, each employee will be permitted to exercise seniority only once a year. The County shall have the final determination of vacation times based on operations and the availability of vacation relief. An employee shall notify his/her supervisor or the Public Works Director of his/her scheduling request at least thirty (30) days prior to the start of the requested vacation, but by mutual agreement between an employee and his supervisor or the Public Works Director, vacation may be taken without such advance request. Once vacation time has been scheduled, it will not be changed without the approval of the employee, unless a bona fide emergency exists.

### Section 12.3 Termination or Death

An employee who terminates during the initial six (6) months of employment shall not be entitled to cash compensation in lieu of vacation leave. If the employee has served for six (6) months or more and is terminated from County service, he/she shall be compensated for accrued unused vacation based on his/her regular salary. Vacation accrual for purposes of this section shall terminate on the last day worked by an employee. Upon death of any employee compensation for accrued unused vacation leave shall be paid to the decedent or estate in the same manner.

### Section 12.4 Vacation Accrual

Vacation accumulation shall not extend beyond two-hundred forty (240) hours. Should the accumulation exceed the limitation, any amount in excess shall lapse at the end of each month in which it is accrued. Any employee accruing vacation leave in excess of the two-hundred forty (240) hour limitation may notify the Public Works Director and schedule vacation time in order to prevent a lapse of vacation leave. In such a case the Public Works Director must be notified within five (5) working days of the scheduled leave. An employee's scheduling of leave in this manner shall not be grounds for disciplinary action, loss of pay or any other penalty. In the event of a bona fide emergency, employees will be allowed to carry over vacation time until the first available date following the emergency; the vacation time shall be taken within thirty (30) days following the emergency.

The Human Resources Department shall, on a monthly basis, provide a vacation balance listing as formal notification of accruals.

## ARTICLE 13 - OTHER LEAVES OF ABSENCE

### Section 13.1 Leave of Absence

Leaves of absence without pay for a limited period, not to exceed one (1) year in the case of a leave for the purpose of upgrading his/her professional ability through enrollment in educational courses related to his/her employment at an accredited school, and not to exceed thirty (30) calendar days for other reasons satisfactory to the County, may be granted to an employee where in the judgment of the Public Works Director the work of the Public Works Department would not be seriously handicapped by the temporary absence of the employee requesting such leave. Any such leave must be requested in writing and must be approved by the Public Works Director and the governing body of the County. At the discretion of the County, upon further written request by the affected employee, such leave may be renewed or extended for any reasonable period.

### Section 13.2 Compensated Leave of Absence

(a) Employees may also, when directed and approved by the Public Works Director and the County, be granted time off with pay for educational purposes, for reasonable lengths of time, to attend conferences, seminars, briefing sessions, training programs, and other programs of a similar nature that are intended to improve or upgrade the employee's skill and professional ability.

(b) If the employee is directed by the Public Works Director on a mandatory basis to attend the above-mentioned programs, he/she shall receive up to eight (8) hour's normal hourly pay for the time spent on his/her normal day off, including travel time. Such hours shall be considered as hours worked for purposes of overtime and, at the County's option, may be compensated in the form of compensatory time off or compensatory pay. Any employee assigned to attend such programs by the Public Works Director on his/her normal workday shall receive ten (10) hours' pay when the work force is working for (4) ten (10) hour workdays in the workweek. The County's travel and expense policy shall apply to compensated leaves of absence.

### Section 13.3 Personal Business

Requests for short-term leaves for personal business, including attendance at the funeral of a friend, should be directed to an employee's immediate supervisor. Such absences shall be unpaid unless vacation time is applied. Vacation time shall not be granted for a period of time smaller than one (1) hour.

#### Section 13.4 Jury Duty

Regular full-time employees shall be granted leave with full pay, computed on the basis of eight (8) hours' pay at the employee's regular straight-time hourly rate, any time they are required to report for jury duty or jury service. An eligible employee shall endorse any jury fee (Excluding mileage and meal allowances) to the County as a condition to the receipt of jury pay. If an employee is excused or dismissed from jury duty or service prior to noon, he/she shall promptly report for work.

#### Section 13.5 Military Leave

Regular employees who enter the Armed Forces of the United States or who report for active or training duty with the National Guard or any reserve component of the Armed Forces shall be entitled re-employment, seniority and compensation rights in accordance with the Military Selective Service Act of 1967, as amended. Section 408.290 of the Oregon Revised Statutes, or any other applicable state and federal laws.

#### Section 13.6 Hardship Leave

Employees may donate to employees who have completed 6 months of employment, accumulated vacation and/or compensatory leave to an employee who, as a result of a serious injury or sickness, is about to exhaust or has exhausted his/her accumulated sick, vacation, and compensatory leaves. An employee may donate no more than 12 hours of sick leave per calendar year. Each year, an employee may receive no more than the greater of 12 weeks of donated leave or the equivalent of the maximum amount of time allowed under the FMLA or OFLA if applicable to the employee's situation. The donated leave shall be donated in increments of four (4) hours and the number of hours of donated leave will be credited to the sick leave account of the employee to whom they are donated.

Applications for Hardship Leave must be approved in accordance with the County's policy 4.3 before donations may be made. If donated time is returned to the donor and it causes the donor to exceed the vacation cap, the donor shall have up to one month to take the time over the cap.

Employees will at no time solicit donations. Donations must be received consecutively and once the employee reaches a no pay status, additional time may not be donated.

## ARTICLE 14 - COMPENSATION

### Section 14.1 Salary Schedule

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Exhibit A, which is hereby incorporated into and made a part of this Agreement. When any position not listed on the salary schedule is established, the County shall designate a job classification and pay rate for the position. The Union shall be notified and shall be afforded an opportunity to meet and discuss the matter. If the Union does not agree that the rate set for the classification is proper, the Union may submit the issue as a grievance under the procedures of Article 5.

### Section 14.2 Overtime

The Public Works Director or any supervisor, whenever in their judgment they deem it necessary because of emergency or for purposes of efficiency, economy, or otherwise, may, as provided in Section 14.3 of this Article, require employees to work overtime on any day, at any hour, and for so long a period of time as they specify.

Employees shall be compensated, with compensatory time, at the rate of time and one-half for work under the following conditions, but in no event shall such compensation be received twice for the same hours:

- (a) All authorized work performed in excess of eight (8) hours in any workday, except when a ten (10) hour day, four (4) day week schedule is in effect, then after ten (10) hours;
- (b) All authorized work performed in excess of forty (40) hours in any workweek;
- (c) All authorized work performed on the sixth (6th) or seventh (7th) consecutive day of work in a regular workweek.
- (d) Compensatory time will not exceed fifty (50) hours without a mutually agreed plan, by the Public Works Director and the employee, to utilize the compensatory time within one year of accrual.

### Section 14.3 Distribution of Overtime

To the extent consistent with the operating needs of the Public Works Department, overtime work shall be distributed as equally as is reasonable among employees with comparable skills within the same job classification as determined by the Public Works Director. Overtime work shall be scheduled by the County as deemed necessary to accomplish work schedules and to meet emergency needs. Upon notification of overtime work prior to completion of an employee's shift, such employee shall perform such overtime as may be directed by the County.

A record of overtime hours worked by each employee shall be printed on the stub of his/her check as paid each month.

#### Section 14.4 Temporary Assignments

(a) Employees who are temporarily assigned by the Public Works Director or a supervising foreman to work at a higher paying classification shall be paid at the pay rate of their higher classification when the temporary assignment comprises the majority of the work done that shift.

(b) In making a temporary assignment to a higher classification which is reasonably expected to comprise the majority of work done during that shift, seniority will be the determining factor whenever practical.

(c) Notwithstanding paragraph (a) above, employees specifically assigned for training purposes to a classification paying a higher rate of pay shall be paid their normal rate during such training period. However if the training assignment exceeds forty-five (45) shifts, in a two (2) year period of time the employee shall thereafter be paid the starting rate applicable to the training position during remainder of such training.

#### Section 14.5 Pay Period

Employees shall be paid once a month, on the last normal regularly scheduled workday of the month.

Employees shall not receive any wage payment at any other time during the month unless their employment terminates with the County. Automatic deposit of payroll checks shall be at the option of the employee.

#### Section 14.6 Call-In Pay

Any employee called to work other than his/her normal shift shall receive no less than two (2) hours straight-time pay. In the event that an employee is called in to work on their regularly scheduled day off, the employee shall receive compensatory time at the rate of one and one-half (1 ½) the employee's regular rate.

#### Section 14.7 Lead person Pay

The County shall designate a Lead person position on each of the following crews: Milton-Freewater, Stanfield, Crusher, Truck, Weed, and Pendleton Maintenance Shop. The Public Works Director shall appoint or designate each lead person on the basis of knowledge, skills, and proven abilities to perform the job, as well as a proven ability to exercise independent

judgment. If the Public Works Director determines that two or more employees are equally qualified, then the employee with the most seniority shall be appointed lead person. Employees designated as lead person shall be compensated per the wage schedule (Appendix/Exhibit "A"). If circumstances make it appropriate, the Public Works Director may appoint a lead person if the regular lead person is absent for more than one day. This can include situations where the lead person is absent for more than one day and that absence would leave only a single employee on the crew.

#### Section 14.8 Longevity Pay

After three (3) consecutive years of employment with the County each employee shall receive a three (3%) percent rate increase above the contractual rate. After four (4) consecutive years of employment with the County each employee shall receive a four (4%) percent rate increase above the contractual rate. After five (5) consecutive years of employment with the County each employee shall receive a five (5%) percent rate increase above the contractual rate. Thereafter, for each full year of consecutive employment, they shall receive an additional one-half (1/2%) percent rate increase up to a maximum of fifteen percent (15%) at twenty-five (25) years. Longevity premiums are separate from and are not part of an employee's current classification wage rate. The effective date for longevity increases will be the first day of the pay period within which the hire anniversary occurs.

#### Section 14.9 Work Boot Reimbursement

The County will provide each employee with one (1) reimbursement of up to three hundred dollars (\$300.00) each two (2) calendar years for the employee to purchase their own footwear appropriate for duty use. A detailed receipt must be delivered to the Finance Office within thirty (30) days of purchase. It will be the employee's responsibility to maintain and provide the appropriate footwear for duty use, in accordance with Road Department standards. This provision does not apply to the Public Works Clerk or Survey Clerk.

#### Section 14.10 Wages

Wages shall increase across the board:

July 1, 2021 = 4%

July 1, 2022 = 3%

July 1, 2023 = 3%



## ARTICLE 15 - SENIORITY

### Section 15.1 Definition

Seniority shall be defined as follows:

- (a) Total length of unbroken service with the Public Works Department;
- (b) Total length of unbroken service with the County;
- (c) Total length of service within a given job classification.

### Section 15.2 Probationary Employees

Employees shall be regarded as probationary employees for the first **twelve (12)** months of their employment and shall not receive credit toward completion of their probationary period for days on which they are absent or laid off. Probationary employees may be laid off or terminated with or without cause. Probationary employees who complete their probationary period shall acquire seniority as of their date of hire and their names will be added to the seniority list.

### Section 15.3 Loss of Seniority

Seniority shall be lost for the following reasons:

- (a) If the employee quits;
- (b) If the employee is discharged;
- (c) If the employee retires;
- (d) If the employee is laid off because of a reduction in force or lack of work for a period in excess of fifteen (15) months;
- (e) If the employee is absent from work for twenty-five (25) consecutive hours from the time of absence without notifying his/her supervisor or the Public Works Director, or without being excused by his/her supervisor or the Public Works Director, unless it can be affirmatively shown that it was impossible for the employee to give such notice;
- (f) Unless a reason satisfactory to the Public Works Director is given, failure to respond within two (2) working days after receipt of a notice of recall from a layoff. Such notice shall be sent by certified mail, return receipt requested, and marked "Deliver to Addressee Only", to the employee's last known address on file with the County;

(g) Securing other employment during a leave of absence, unless agreed to in advance by the Public Works Director and the governing body of the County;

(h) Failure to register in person or by mail with the Public Works Department office at least once every thirty (30) calendar days during periods of layoff, signifying his/her availability for recall and updated address and telephone number.

#### Section 15.4 Seniority Lists

Every six (6) months the County shall post on the bulletin board a seniority list showing County, Public Works Department and Classification Seniority. A copy of the list shall be furnished to the Union Secretary when it is posted.

#### Section 15.5 Filling of Job Openings

Whenever there is a job opening to be filled on permanent assignment basis, notice of such opening will be posted on the lunchroom bulletin board for a period of one (1) week to provide employees the opportunity to bid on that job. Those applicants who meet or exceed the established requirements of that position will be considered for the job opening. Where two (2) or more applicants are judged by the Public Works Director to be equal, the Senior Department employee will be given preferential consideration based on the Public Works Director's opinion based on the skills, experience, and ability to perform in the environment under consideration. The Public Works Director shall select and post the name of the individual chosen to fill the posted opening within one (1) week after the close of the posting period. In the event the Union considers the Public Works Director's selection to have been arbitrary or in bad faith, it may submit that question as a grievance for handling in accordance with the grievance procedure, commencing at Step III thereof. For purposes of this Section a permanent assignment shall be one to fill a position which is to be continued after having been made vacant by the death, retirement or termination of an employee or to fill a newly-budgeted position in one of the classifications covered by this Agreement.

If the employee with the most seniority possesses the skills and knowledge to perform the duties of the vacant position and after application and interview is not selected, the Public Works Director will notify that employee of the reasons he/she was not selected.

#### Section 15.6 Training Opportunities

When granting educational or training opportunities within a classification, employees who are equally qualified in the judgment of the Public Works Director or supervisor shall be granted preferences for such opportunities according to their respective seniority within their classification.

## Section 15.7 Layoff and Recall

In the event of layoff of employees, selection of employees retained will be in accordance with the seniority within the affected job classifications, so long as the senior employees possess qualifications, aptitude and ability to perform the work equal to those of the employees laid off. The County will provide at least thirty (30) days' notice of a layoff to the employee and the Union.

Only in the event of a layoff shall employees have bumping rights. An employee displaced from his/her job by reason of a layoff shall be entitled to bump or displace an employee in an equal or lower job classification, provided the displacing employee has greater Departmental Seniority and possesses qualifications, aptitude and ability to perform the work equal to the employee he/she displaces.

In the event the Union considers the Public Works Director's above determinations as to relative qualifications, aptitude, and abilities to have been arbitrary or in bad faith, it may submit that question as a grievance for handling in accordance with the grievance procedure, commencing at Step III thereof.

Employees shall be recalled from layoff in the reverse order of their layoff.

## Section 15.8 Job Classification Seniority

For the purposes of job classification seniority in the Umatilla County Public Works Department, its operations are divided into the following departments and classifications:

- |                |  |
|----------------|--|
| A. Office      | Public Works Clerk (primary responsibility for time keeping, payroll, posting of bills, annual reports on cost accounting, secretarial and clerical functions, and related duties and responsibilities.)   |
| B. Shop        | Mechanic I (primary responsibility for maintenance and repair of automobiles, welding and related duties and responsibilities.)<br><br>Mechanic II (primary responsibility for maintenance repair of diesel engines, heavy equipment, and related duties and responsibilities to include those of a Mechanic I.)   |
| C. Maintenance | Maintenance I (truck drivers (small trucks), general laborers)<br><br>Maintenance II (truck drivers (larger trucks), crawler tractor operators, motor grader operators, transport drivers, loader operators, backhoe or truck mounted excavator operators, bridge crew welders, and all other operators not mentioned in M I or M III).<br><br>Crusher Crew<br><br>Maintenance III (finished grader operators, oil distribution operators, crane operators and boom truck operators when those duties are actually being performed.) |
| D. Survey Crew | Survey Tech<br><br>Survey Clerk  |
| E. Weed Crew   | Weed Technician  |

Classification of an employee will be based on his/her primary duties and responsibilities, although the duties and responsibilities of each classification shall also include such other duties and responsibilities as may be assigned by the Public Works Director or a supervisor.

## ARTICLE 16 - HEALTH, WELFARE AND RETIREMENT

### Section 16.1 Health and Welfare

Subject to Article 18, Section 18.2 and Article 16, Section 16.2 below, the County agrees to continue its present or a comparable medical and hospital program for the term of this Agreement for all regular full-time and probationary employees who are covered by this Agreement and who qualify under the terms of such programs. In the event two (2) employees employed by the County are in the same immediate family so as to be in the relationship of primary insured and dependent under such program, the County shall not be obligated to duplicate either contributions or benefits for the same family unit.

### Section 16.2 Premium Costs

In order to provide for adequate medical benefits without further increases in cost to the County, the County and the Union agree that:

The County will contribute the following percentage of insurance premiums:

75% for coverage of the total premiums. The employee shall pay 25%. Employees who elect employee only coverage shall remain at 100%.

The contribution amount is to be applied to the monthly premium costs of presently existing or similar group health and welfare, term life, dental and accidental death and dismemberment insurance coverage. The contribution amount may be applied only toward premium costs of these insurances for the employee and the health and welfare and dental insurance for dependents of the covered employee. No portion of this available amount will be paid to the employee. The County will continue to pay the premium for life insurance.

### Section 16.3 Medical Spending Account

The County agrees to continue to provide employees with the option of making voluntary contributions from their paycheck to a Medical Spending Account or "Manley" account. Contributions will be made solely by the employee for an amount equal to or lesser than the maximum contribution established by law. Contributions shall be made on a pre-tax basis consistent with applicable Federal and/or State laws.

### Section 16.4 Health Reimbursement Account

Upon employment, the County will contribute one hundred twenty-five dollars (\$125.00) per month into an HRA for each full-time benefited employee. HRA contributions shall be made on a pro rata basis equivalent to the benefited employee's FTE.

#### Section 16.5 Life Insurance

The County will provide and maintain life insurance and Accidental Death and Dismemberment coverage of fifty thousand dollars (\$50,000) for each benefited employee and pay the full cost thereof.

#### Section 16.6 LifeFlight Membership

Employees employed in a benefited position between August 1 and August 31 of each year will receive a LifeFlight Membership for the new plan year at the County's expense. Benefits will not be extended to anyone who leaves County employment during the month of August.

#### Section 16.7 Retirement

The County agrees to maintain its membership in the State of Oregon Public Employees Retirement System (PERS). The Employer shall cease withholding from employee's salaries the contributions required by ORS 237.071; and shall "pick-up", assume, and pay a six percent (6%) average employee contribution to the Public Employees Retirement Fund for the employee members participating in the Public Employees Retirement System. Such "pick-up" or payment of employee member contribution to the system shall continue for the life of this Agreement. The Union and the County agree that if ever, by any means, the employer is prohibited from "picking-up" PERS the contribution that amount (6%) shall immediately be converted to salary and employees will self-pay their PERS.

## ARTICLE 17 - GENERAL PROVISIONS

### Section 17.1 Future Rules

The parties jointly recognize that the elected officials of the County are directly responsible to the citizens of the County and the public for the performance of the functions and service performed by the County Public Works Department. It is jointly recognized that the County governing body, acting by the through the County Public Works Director, must and does retain broad authority to fulfill and implement its responsibilities and may do so by adoption of oral or written work rules. It is agreed that no existing work rule or new work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement, provided that the requirements of Oregon law will always be paramount. All work rules which have been or shall hereafter be reduced to writing shall be posted on the bulletin boards for a period of thirty (30) consecutive workdays and shall be furnished to the Union. In the event the Union considers a work rule to be inconsistent with a specific provision of this Agreement, or otherwise wishes to discuss the rule, it shall so notify the Public Works Director within the thirty (30) day posting period. In such event, the rule shall be discussed between the Public Works Director and/or his/her designee and the Union grievance committee. If after such discussion the Union still feels that the rule is in violation of the Agreement but the County does not agree, the Union may submit it to Step IV of Section 5.1.

### Section 17.2 Health and Safety

Federal and state safety regulations and safe work practices shall be strictly observed by the County, the Union, and all employees at all times, including emergency situations. Employees shall use all protective equipment required, shall perform their work in a safe manner, and shall comply with all safety rules of the County, and no employee will be required to work under abnormally dangerous conditions. Required safety equipment shall be furnished by the County. Further, to facilitate a safe work and operating environment and to protect the public and the employees, after consultation with the Union, the County will institute a "Drug Testing Program" Policy. The Policy will require periodic, random drug testing for illicit drugs and will also provide for supervisor-directed drug and alcohol testing based upon "probable cause" determinations. To the extent practical, the Policy will be consistent in purpose and effect with Federal DOT Drug Testing Regulations. The County will bear the expenses of such tests.

### Section 17.3 Safety Committee

A safety committee will be established and maintained, with at least three (3) regular full-time employees as members thereon. The committee shall meet at least once every ninety (90) days, and shall study working conditions and job safety and shall make recommendations to the County regarding possible ways in which to improve job safety.

#### Section 17.4 Relatives

It shall be the policy of this County not to hire anyone who is a relative of an existing employee when the hiring of such relative would place either the existing employee or the relative in a supervisory-subordinate or other potential conflict of interest relationship. This restriction shall not apply to those employees, who as of the date of execution of this Agreement, are related to other existing employees.

#### Section 17.5 Personnel Files

The County shall maintain a personnel file on each employee covered by this Agreement; this file shall be maintained by the Human Resources Director.

All files are considered confidential and shall only be available for inspection or examination by the individual employee, the Public Works Director and/or the Human Resources Director.

An employee may inspect the contents of his/her personnel file upon his/her oral or written request to do so to the Human Resources Director. If the employee believes there is material in that file which is incorrect or derogatory he/she shall be entitled to prepare in writing his/her explanation or opinion regarding the particular material, and this shall be included as a permanent part of the file. No material reflecting critically or adversely on an employee will be placed in the employee's personnel file until the employee has received a copy. The employee shall initial a copy to signify receipt, but in no event will initialing a copy be construed as agreement with the content of the document. In the event the employee refuses to initial the copy, the employer may so note and enter it in the personnel file.

Any material placed in an employee's personnel file will be entered within thirty (30) days of the occurrence giving rise to the entry, or thirty (30) days after the occurrence comes to the attention of the Public Works Director, the supervisor or the Human Resources Director, whichever is later.

Letters of reprimand involving items of a routine disciplinary nature shall be purged from the personnel file and supervisory file after two (2) years, unless the reprimand specifies an earlier period, provided that no disciplinary actions, similar in nature have occurred. All other Disciplinary Notices shall be purged from the personnel file after three (3) years, unless the notice specifies an earlier period. Such purged files shall not be used against the employee in subsequent discipline. Requests to purge such information must be made in writing by the employee to the HR Director.

All regular employees' work performance shall be formally evaluated by the supervisor within six (6) months of commencing work and annually thereafter from the date of hire. Such evaluation shall be consistent with County Policy 2.12 and shall be for the purpose of improving productivity and maintaining accountability by identifying strengths and areas of potential growth or needed improvement, if any.



#### Section 17.6 Commercial Driver's License

The County agrees to schedule and pay for the costs associated for a medical examination required for Commercial Driver's License renewals for post probationary employees, if such license is required by the Public Works Director for the job assignment.

Employees that wish to schedule their own test will be reimbursed, every two (2) years, at a rate equal to the County's contracted amount for that year.

#### Section 17.7 Liability Insurance

The County agrees to adequately insure all employees in the bargaining unit against claims by third (3rd) persons for personal injury or property damage resulting from the performance of an employee, including the use or operation of vehicles or equipment of the County, while engaged in the regular course of assigned duties.

#### Section 17.8 Visits by Union Representatives

Representatives of the Union, upon reasonable and proper introduction, shall have reasonable access to County premises to conduct Union business. The Union agrees that there shall be no interruptions of the normal work of the affected employees, and to be responsible for the actions and conduct of its accredited representatives.

#### Section 17.9 New Employee Orientations

A Union representative shall be allowed to meet with the employee for thirty (30) minutes on paid time to give the employee information about the Union, membership, and to answer any questions.

#### Section 17.10 Captions

The use of section or paragraph headings throughout this Agreement is intended for easy reference only and shall not be construed to enlarge on, limit, diminish, or in any way modify the terms or conditions thereof.

#### Section 17.11 Retiree Notice

The Employer will send a monthly report to the Union of the names of individuals who have retired the previous month.

## Section 17.12 Lost Time for Union Business

**Time Off for Union Activities:** Union-designated employees may be allowed time off without pay to attend union-sponsored meetings, training sessions, conferences, and conventions. The employees' time off will not interfere with the operating needs of the employer. The employees may use accumulated compensatory time, personal holiday, or vacation leave instead of leave without pay. However, employees must use compensatory time prior to their use of vacation leave, unless the use would result in the loss of their vacation leave.

**Temporary Employment with the Union:** Upon request of the Union and subject to the operating needs of the County, the County will grant leave with pay for temporary employment with the Union. The Union will give the County at least thirty (30) calendar day's prior notice, unless otherwise agreed. The Union will reimburse the County for the "fully burdened costs of the positions" the County incurs as a result of placing the employee on leave with pay during the period of absence. The Union will reimburse the County each month for the previous month, upon receipt of an itemized summary of the costs to be charged to the union. For purposes of this provision, "fully burdened costs of the positions" means the cost of wages, benefits, workers' compensation insurance, and other administrative costs not to exceed 5% of the employee's total salary. Such leaves shall not exceed 30 days, unless mutually agreed upon by the County and the Union.

**Indemnification:** The Union will defend, indemnify and hold harmless the County for any and all costs including attorney's fees, damages, settlements, or judgments, or other costs, obligations, or liabilities the County incurs as a result of any demands, claims, or lawsuits filed against the Employer arising out of or in relation to actions taken by the employee on behalf of the union during the period of absence.

**Return Rights:** The employee will have the right to return to the same position. The period of leave will not impact the employee's seniority date.

## Section 17.13 Existing Conditions

During the course of negotiations which resulted in this Agreement the subject of previously-existing practices was raised and discussed. As a result of those discussions, the following practices will be continued:

- (a) Portal to portal pay (shop to shop);
- (b) Clean-up time of fifteen (15) minutes at the end of each shift;
- (c) Time off not to exceed one (1) day to attend to funeral of current or retired Public Works Department employees, will be charged to sick or vacation time at the employees option.
- (d) Mileage reimbursement at the current County rate when required to use personal car on County business;

(e) Protective clothing shall be provided by the County for shop, maintenance and survey crew as the operations may require. Those items shall be: gloves, coveralls, rubber boots, overshoes, hard hats, and ear/eye protection (non-prescription).

#### Section 17.14 Entire Agreement

This Agreement constitutes the sole and entire existing Agreement between the parties and completely and correctly expresses all of the rights and obligations of the parties. The County and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter which was or might have been raised in bargaining but which is not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

## ARTICLE 18 - SAVINGS CLAUSE AND FUNDING

### Section 18.1 Savings Clause

Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof, directly specified in this 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 for the term thereof.

### Section 18.2 Funding

The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. All such wages and benefits are there for contingent upon sources of revenue and annual budget approval. The County has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget requests pursuant to established budget procedure. This Section 18.2 and County action hereunder shall not be subject to Article 5.

EXHIBIT “A” - WAGE SCHEDULES

**Section 1 - Effective July 01, 2021, all employees shall receive a salary increase of four percent (4%). Paid retroactively to July 1, 2021, for all current employees.**

**Section 2 - Effective July 01, 2022, all employees shall receive a salary increase three percent (3%).**

**Section 3 – Effective July 01, 2023, all employees shall receive a salary increase of three percent (3%).**

Section 4 – For calculation purposes, COLA increases will be applied to step 1 and step 2 of each classification.

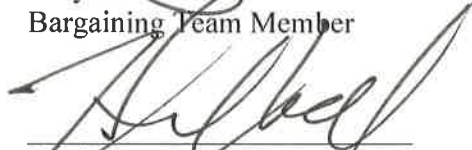
Section 5 – The Union and the County agree that if ever, by any means, the employer is prohibited from “picking-up” PERS, the contribution that amount (6%) shall immediately be converted to salary and employees will self-pay their PERS.

ARTICLE 19 – TERM AND TERMINATION


This Agreement shall be effective as of July 1, 2021, and shall, remain in full force and effect until June 30, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than sixty (60) days prior to the expiration of the subsequent anniversary date that it wishes to modify this Agreement for any reason. In the event such notice is given, negotiations shall begin no later than thirty (30) days after said notice. This Agreement as amended shall remain in full force and effect during the period of negotiation.


Dated as of last signature this 27<sup>th</sup> day of Sept., 2021

  
\_\_\_\_\_  
Troy Alderson  
Bargaining Team Member

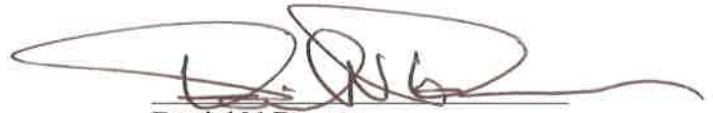
  
\_\_\_\_\_  
Kevin Hall  
Bargaining Team Member


  
\_\_\_\_\_  
Rob Majors  
Bargaining Team Member

  
\_\_\_\_\_  
Greg Clouser  
Council Representative

  
\_\_\_\_\_  
George L. Murdock  
Chair

  
\_\_\_\_\_  
John M. Shafer  
Commissioner

  
\_\_\_\_\_  
Daniel N Dorran  
Commissioner

  
\_\_\_\_\_  
Doug Olsen  
County Counsel

AFSCME SALARY SCHEDULE 21-22  
PUBLIC WORKS DEPARTMENT  
EFFECTIVE 7-1-21

4%

4% INCREASE

	Starting Wage	After 6 mths
OFFICE ASSISTANT III	\$16.69	\$17.51
ADMINISTRATIVE AIDE	\$17.49	\$18.37
CHANGE TO RANGE 10 2021		
10-SURVEY CLERK/PUBLIC WORKS CLERK	\$20.01	\$21.05
15-SURVEYING TECH RANGE ADJ 2021	\$25.64	\$26.98
20-WEED TECHNICIAN	\$25.64	\$26.98
25-MAINTENANCE I	\$24.39	\$25.64
30-MAINTENANCE II	\$25.64	\$26.98
32-CRUSHER CREW	\$26.15	\$27.51
35-MAINTENANCE III	\$26.78	\$28.18
40-MECHANIC I	\$25.64	\$26.98
45-MECHANIC II	\$26.89	\$28.31
50-LEAD PERSON	\$27.47	\$28.96
Harris Park Manager	mnthly \$4,768.00	\$5,007.00

AFSCME SALARY SCHEDULE 22-23  
PUBLIC WORKS DEPARTMENT  
EFFECTIVE 7-1-22

3%

3% INCREASE

	Starting Wage	After 6 mths
OFFICE ASSISTANT III	\$17.19	\$18.04
ADMINISTRATIVE AIDE	\$18.01	\$18.92
CHANGE TO RANGE 10 2021		
10-SURVEY CLERK/PUBLIC WORKS CLERK	\$20.61	\$21.68
15-SURVEYING TECH	\$26.41	\$27.79
20-WEED TECHNICIAN	\$26.41	\$27.79
25-MAINTENANCE I	\$25.12	\$26.41
30-MAINTENANCE II	\$26.41	\$27.79
32-CRUSHER CREW	\$26.93	\$28.34
35-MAINTENANCE III	\$27.58	\$29.03
40-MECHANIC I	\$26.41	\$27.79
45-MECHANIC II	\$27.70	\$29.16
50-LEAD PERSON	\$28.29	\$29.83
Harris Park Manager	mnthly \$4,911.00	\$5,157.00

AFSCME SALARY SCHEDULE 23-24  
PUBLIC WORKS DEPARTMENT  
EFFECTIVE 7-1-23

3%

3% INCREASE

	Starting Wage	After 6 mths
OFFICE ASSISTANT III	\$17.71	\$18.58
ADMINISTRATIVE AIDE	\$18.55	\$19.49
CHANGE TO RANGE 10 2021		
10-SURVEY CLERK/PUBLIC WORKS CLERK	\$21.23	\$22.33
15-SURVEYING TECH	\$27.20	\$28.62
20-WEED TECHNICIAN	\$27.20	\$28.62
25-MAINTENANCE I	\$25.87	\$27.20
30-MAINTENANCE II	\$27.20	\$28.62
32-CRUSHER CREW	\$27.74	\$29.19
35-MAINTENANCE III	\$28.41	\$29.90
40-MECHANIC I	\$27.20	\$28.62
45-MECHANIC II	\$28.53	\$30.03
50-LEAD PERSON	\$29.14	\$30.72
Harris Park Manager	mnthly \$5,058.00	\$5,312.00