

**AGREEMENT
BETWEEN
WASCO COUNTY, OREGON
AND
WASCO COUNTY EMPLOYEES LOCAL UNION 2752
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO**

~~Effective July 1, 2010 – June 30, 2013~~

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~~Tentative Agreement~~

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~~September 29, 2010, 7:30 pm~~

~~Subject to Ratification by both parties~~

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PREAMBLE

This Agreement is entered into by Wasco County, a political subdivision of the State of Oregon, hereinafter referred to as the “County,” and the Wasco County Employees Local Union 2752, affiliated with Oregon AFSCME Council No. 75 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union.” The parties acknowledge that there is a statutory division of authority and responsibility between the County Court and certain elected officials with respect to administration of departments affected by this Agreement and that the statutes shall

control in the event of conflict with any provision of this Agreement. Unless otherwise indicated, the term “County” shall include the County Court, elected officials, and other heads of departments in which employees in the bargaining unit are employed.

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 and to promote the general efficiency of the employees covered in providing services to the citizens of the County.

ARTICLE I – SCOPE OF AGREEMENT AND RECOGNITION

Section 1.1. RECOGNITION.

(a) The County recognizes the Union as the sole and exclusive collective bargaining representative of all full-time and part-time probationary and regular employees employed by the County in job classifications stated in Appendix “A” of this Agreement.

(b) A part-time employee is one who is in a regular budgeted position and who is regularly scheduled to work less than full time but not less than 21.75 hours per week. [\[1\]](#)

(c) The County agrees to notify the Union at least 30 days in advance of any changes in classification which would affect membership in the bargaining unit, and shall notify the Union of any new hires into the bargaining unit within 30 days of their hire date.

(d) Appendix “A” of this Agreement lists those job classifications which were covered at the time it was entered. Should the County create a new classification or significantly change the duties and responsibilities of an existing classification, the County shall notify the Union for the purpose of determining status with the Union and an appropriate salary rate in accordance with ORS 243.650. The County will attach a wage rate to the classification and implement same with the understanding that the rate is subject to negotiation by the Union should the Union so request within 14 calendar days of the date it is notified of the new or changed classification.

ARTICLE 2 – 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 subjects or the exercise of its discretion and decision making with regard thereto, any subjects 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 rights of the County shall include the following:

- (a) To determine the services to be rendered to the citizens of the County.
- (b) To determine and to follow the County's financial, budgetary and accounting procedures.
- (c) To direct and supervise all operations, functions and policies of the County and its departments, and requirements of facilities and their operations in which the employees in the bargaining unit are employed, and such other operations, functions and policies in the remainder of the County as they may affect employees in the bargaining unit.
- (d) To close or liquidate any office, branch, operations or 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.
- (e) 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 the departments; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies.
- (f) To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
- (g) To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment and appearance.
- (h) To implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- (i) 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.

- (j) To assign shifts, workdays, hours of work and work locations.
- (k) To designate and to assign all work duties.
- (l) To introduce new duties within the unit.
- (m) To determine the need for and the qualifications of new employees, transfers and promotions.
- (n) To discipline, suspend, demote or discharge an employee so long as such action is not arbitrary, in bad faith or without cause.
- (o) 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 periods to be determined by the County.

The exercise of any management prerogative, function or right which is not specifically modified by this Agreement is subject only to Steps 1, 2 and 3(a) of the procedure set forth in Section 4.1 of Article 4 of this Agreement.

ARTICLE 3 – STRIKES AND LOCKOUTS

Section 3.1. The Union and its members, as individuals or as a group, will not initiate, cause or participate or join in any strike, work stoppage or slowdown, picketing, or any other restriction 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. Any employee disciplined or discharged under this Section shall have the right to take up at the third step of the Grievance Procedure whether or not he engaged in conduct proscribed by this Section.

Section 3.2. 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 County attempt to secure an immediate and orderly return to work.

Section 3.3. 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 4 – SETTLEMENT OF DISPUTES

Section 4.1. GRIEVANCE PROCEDURE. A grievance is a claim by an employee that the

County has violated a provision of this Agreement. The purpose of this procedure is to secure, at the lowest possible level, mutually acceptable solutions to grievances which may arise from time to time affecting bargaining unit employees.

Section 4.1.1. The aggrieved employee, with or without an employee representative, may take up the grievance or dispute with the employee's supervisor within fourteen calendar days of its occurrence.

Section 4.1.2.

(a) If the matter is not settled within seven calendar days of reference to the supervisor, the matter shall be reduced to writing by the grievant, including, but not limited to, the facts on which the grievance is based, the section or sections of the Agreement alleged to have been violated, and the relief sought. Such written grievance shall be presented to the Department Head in charge of the department within fourteen calendar days of reference of the matter to the supervisor. Before proceeding to the next step (3 or 6), the aggrieved employee, the Department Head, the Grievance Committee and the Human Resources Representative shall meet to attempt to resolve the grievance.

(b) Such meeting shall be held within fourteen calendar days of the date the grievance is submitted to the Department Head. The purpose of the meeting is to assure that the grievance has been properly and thoroughly investigated.

(c) At the request of either party during the course of the meeting, the Grievance Committee, the Human Resources Representative and the Department Head may meet without the presence of the grievant and the supervisor to continue the efforts to resolve the grievance.

(d) The Department Head shall submit a reply to the Union stating the disposition of the grievance and the reasons for the decision within five working days after the Step 2 meeting.

Subsection 4.1.3.

(a) If a case involving the discipline or discharge of an employee is not resolved at Step 2, it shall then be submitted in writing to the Board of Commissioners within fourteen calendar days of the issuance of the Department Head's answer at Step 2. The Board of Commissioners shall then meet with the Grievance Committee to attempt to resolve the grievance, and shall thereafter issue its decision on the grievance.

(b) If a case involving something other than discipline or discharge is not resolved at Step 2, it shall, if pursued, then be submitted to an arbitrator pursuant to Step 6.

Subsection 4.1.4. In the event the Union is not satisfied with the Step 3 decision of the Board of Commissioners in a discipline or discharge case, it shall submit the grievance in writing to the Civil Service Commission within fourteen calendar days from the issuance of the Board's decision. The Civil

Service Commission will thereafter rule on the dispute.

Subsection 4.1.5. In the event the Union considers the determination of the Civil Service Commission in a suspension or discharge matter to have been arbitrary or made in bad faith, it may submit that question to arbitration pursuant to Section 4.2 of this article, provided it gives written notice of such submission to the Civil Service Commission and the Board of Commissioners within fourteen calendar days of the issuance of the Commission's ruling on the dispute. In such instances, should the arbitrator find the Civil Service Commission's decision to have been arbitrary or made in bad faith, s/he may then amend the decision, and his/her amended decision shall be final and binding on all parties. In such event the County shall pay all of the arbitrator's fee and expenses. Should the arbitrator not find that the Civil Service Commission's decision was arbitrary or made in bad faith, the Commission's decision shall be deemed final and binding on all parties, and the Union shall pay all of the arbitrator's fee and expenses.

Subsection 4.1.6. Should the Union submit a case involving other than discipline or discharge to arbitration following Step 2, it shall do so by providing written notice of such submission to the Board of Commissioners within fourteen calendar days from the issuance of the Department Head's decision at Step 2.

Section 4.2. ARBITRATION.

(a) Within one week of the submission of a dispute to arbitration, the Union shall request from the State Conciliation Service a list of names of seven arbitrators. The parties shall alternately strike names from such list, with the Union striking the first name. The last name remaining on the list shall be that of the arbitrator.

(b) The arbitrator selected shall hold a hearing on the grievance and thereafter issue his/her decision on it. The arbitrator's decision shall be final and binding on both parties, but s/he shall have no power to alter in any way the terms of this Agreement. The arbitrator's decision shall be within the scope and terms of this Agreement, and he shall be requested to issue a decision within 30 days after the conclusion of the proceedings, including filing of briefs, if any.

(c) Except as provided in Section 4.1.5, expenses for the arbitrator's services and the proceedings shall be borne equally by the County and the Union. However, each party shall be responsible for its own representatives and witnesses and for any other expenses incurred by them.

Section 4.3. The time periods specified in this Article shall be binding on all parties, unless extended or modified by written mutual consent. If either party fails to follow such time limits, the following shall result:

(a) If the grievant or the Union fails to present the grievance at the next step in a timely fashion, the grievance shall be deemed waived.

(b) If the County fails to respond to the grievance in a timely fashion at any step, the grievance shall be considered denied and may be pursued to the next step.

Section 4.4. The Union Grievance Committee shall consist of up to three full-time County employees within the unit, as selected by the Union, and one Union staff representative. The parties agree that the three employee members of the Grievance Committee may not all be from the same department. Members of the Union Grievance Committee will make every effort to investigate grievances and process them during hours which will not unduly interfere with County operations. However, where it is reasonably necessary to investigate the grievance during working hours, this will be done without loss of pay to any employees whose presence in such investigation and processing is necessary. Except as provided in this Section, no bargaining unit employee will be compensated by the County for time spent in conducting Union business.

Section 4.5. 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.

ARTICLE 5 - PROBATIONARY PERIOD

Section 5.1. Full-time employees shall be regarded as probationary employees for the first six months of their employment and part-time employees shall be regarded as probationary employees until they have worked the equivalent of six months of full-time employment. Probationary employees shall not receive credit toward completion of their probationary period for days on which they are absent or laid off. The Union recognizes the right of the County to terminate probationary employees for any reason, with or without cause, and any such discharge shall not constitute a violation of this Agreement and shall not be subject to the grievance procedure.

ARTICLE 6 – DISCIPLINE AND DISCHARGE

Section 6.1. An employee who has completed the probationary period as defined in Article 5 of this Agreement shall not be disciplined or discharged without just cause. When appropriate, discipline shall be progressive in nature.

Section 6.2. Any disciplinary action other than an oral reprimand shall be in written form. A copy of the written statement of discipline shall be presented to the employee and the Union within five working days of the disciplinary action and a copy shall also be placed in the employee's personnel file.

If an employee is suspended, demoted or discharged, he/she shall receive written notice specifying the reason or reasons for that action. If the County has reason to discipline an employee, it shall attempt to do so in a manner that will not unduly embarrass the employee before other employees or the public.

ARTICLE 7 – HOURS OF WORK

Section 7.1. REGULAR HOURS. The regular hours of work each day shall be consecutive except for interruptions for rest and meal periods. The normal workday shall consist of 7.5, eight or ten hours, exclusive of meal periods.

Section 7.2. Except where continuous operations are involved, and insofar as consistent with the normal operation of the department in which they work, all employees shall be scheduled to work on a regular shift and each shift shall have a regular starting and quitting time. Changes in regular work schedules may be made, provided that employees are given notice of such schedule change. Except for emergency situations, and for the duration of the emergency, notice of changes in work schedules shall be given at least 72 hours in advance. (An emergency situation shall be deemed to be one where the County reasonably believes that immediate action on its part is necessary if serious public or private injury or damage is to be limited or avoided.)

Section 7.3. The normal work schedule shall consist of up to 40 hours in a seven-day workweek, with at least two consecutive days off. Employees' schedules may be "flexed" by mutual agreement between the employee and his/her supervisor. Agreed-upon flex time shall not result in overtime expense to the County unless the employee works more than 40 hours in the workweek involved. The parties specifically waive application of former ORS 279.340(1)(1995), renumbered as ORS 653.268(1) (2005), whenever a flex time schedule or schedule adjustment occurs.

Section 7.4. BREAKS. Employees shall receive an unpaid lunch break of at least 30 minutes and two paid breaks of 15 minutes during each full shift. Lunch breaks and other breaks shall be scheduled by the County.

Section 7.5. REPORTING PAY. Employees reporting for work as scheduled but not put to work through no fault of their own shall receive a minimum of four hours' pay or four hours' work at the applicable straight-time rate, unless notified prior to reporting that their services are not required. When an employee reports for and starts to work as scheduled and completes more than four hours work but less than the full shift for which he/she was scheduled, except when the hours involved would be overtime hours, he/she shall be paid at his or her regular rate for the entire scheduled shift. The provisions of this Section shall not apply if the failure to provide work is due to a condition beyond the County's control.

Section 7.6. CALL-BACK. Employees who have completed their regularly scheduled work shift and left the employer's premises following completion of their workday, but who are called back to work prior to the start of their next scheduled shift shall be paid a minimum of two hour's pay at one and one-half times their normal hourly rate for each such call-back.

Section 7.7. OVERTIME. Department Heads, whenever in their judgment they deem it necessary, may require employees to work overtime on any day, at any hour, and for so long a period of time as they specify. A full-time employee shall be compensated at the rate of time and one-half for periods worked in the employee's regular position in excess of the number of hours in the workweek or workday regularly scheduled for that position, but in no event shall such compensation be paid twice for the same hours.

Section 7.8. FORM OF COMPENSATION. Compensation for authorized overtime and holiday pay shall be paid in the form of compensatory time off or, at the option of the Department Head, in the form of compensatory pay at the applicable rate. Compensatory time off shall be scheduled by agreement between the Department Head and the employee involved as soon as is mutually convenient following the date on which the authorized overtime work giving rise to the compensatory time is accrued. Except for overtime earned in the last month of any fiscal year, compensatory time off or cash compensation must be provided within the fiscal year in which it has been earned for overtime worked. When an employee is terminated, he/she shall receive cash compensation for any compensatory time off accrued.

Section 7.9. Except as provided in Sections 7.5 and 7.6 of this Article, 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 8 - HOLIDAYS

Section 8.1 RECOGNIZED HOLIDAYS. The following shall be recognized as holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

In addition, each employee shall be granted one personal day to be used during the course of the year. Personal days are use or lose and may not be carried from year to year.

Section 8.2. ELIGIBLE EMPLOYEES. Each regular full-time employee who works his last regularly-scheduled day before and his 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 if due to one of the following reasons:

- (a) Jury service;
- (b) Scheduled vacation;
- (c) Bona fide injury or illness. The County 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 employee’s supervisor or Department Head, such a statement will be required in all subsequent instances where the employee fails to satisfy these requirements because of injury or illness;

(d) Any other verified reason excused by the County.

Employees who are on layoff or unpaid leave of absence are not eligible for holiday pay for holidays occurring during the layoff or leave.

Section 8.3. HOLIDAY PAY. An eligible full-time employee whose normal schedule is 7.5 hours per day shall receive 7.5 hours’ pay for each of the holidays listed above which falls on a regularly-scheduled workday and on which he performs no work. All other eligible full-time employees shall receive eight hours’ pay for each of the holidays listed above which falls on a regularly scheduled workday and on which they perform no work.

A regular part-time employee who is regularly scheduled for not less than one-half the regular scheduled hours per month for the department in which he works and who satisfies all other conditions for holiday pay eligibility as stated in Section 8.2 above shall receive each paid holiday which occurs on his regularly-assigned duty hours or days, on a pro rata basis.

Section 8.4. WEEKEND HOLIDAYS. Whenever a holiday shall fall on Sunday, the succeeding Monday shall be observed as the holiday. Whenever a holiday shall fall on Saturday, the preceding Friday shall be observed as the holiday. However, where continuous operations are involved, should a day of holiday observance fall on an employee’s regularly scheduled workday, in lieu of observance of the holiday on that date, another day off may be scheduled for the employee as his/her holiday.

Section 8.5. PERSONAL DAY. An eligible employee’s Personal Day each anniversary year shall be scheduled by mutual agreement between the employee and his/her supervisor. If a Personal Day is not taken within one year of being earned, it shall be lost.

Section 8.6. HOLIDAY DURING LEAVE. Should an employee be on authorized leave when a holiday occurs, such holiday shall not be charged against such leave.

Section 8.7. HOLIDAY WORK. Subject to the exception provided for continuous operations in Section 8.4 above, if an employee works on any of the holidays listed in Section 8.1 he/she shall, if

eligible, receive eight hour's pay (7.5 hours if the employee works in a department where the normal workday is 7.5 hours) for the holiday, and one and one-half times his hourly rate for each hour he actually works on the holiday.

ARTICLE 9 - SICK LEAVE

Section 9.1. ACCUMULATION. After an employee has completed six full months of employment, he shall be credited with 48 hours of accrued sick leave, unless he works in the Courthouse or another department in which the normal workday is 7.5 hours, in which event he shall be credited with 45 hours of accrued sick leave. Thereafter, the employee shall continue to accrue sick leave at the rate of eight hours per month (7.5 hours per month if he works in a department with a normal workday of 7.5 hours) for each calendar month of active employment. Sick leave is provided by the County to cover "sickness" and is not to be used as a supplement for vacation. Sick leave may be taken only for the purposes specified in Section 9.2 hereof.

Section 9.2. UTILIZATION OF SICK LEAVE. Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of-

- (a) Illness;
- (b) Injury;
- (c) Necessary medical or dental care;
- (d) Quarantine – Exposure to contagious disease which will endanger the health of the employee if he continues to work or the health of those who associate with him;
- (e) Serious illness in the employee's immediate family, which shall be defined to include the employee's mother, father, spouse, sister, brother, children and grandparents, or any relative residing in the employee's immediate household. This does not provide extended household or child care. A maximum of ten days' absence shall be allowed for each such serious illness.

Section 9.3. Accumulated sick leave shall be payable at the employee's regular straight-time rate commencing with his/her first scheduled workday absent because of illness or injury and continue for the duration of the illness or injury or until the employee's sick leave bank is exhausted.

Section 9.4.

(a) The County may require a physician's certification of the nature and duration of an employee's disability from work (including the current status and condition of a disabled employee), of an employee's ability to return to work, or of an employee's ability to physically or mentally perform his/her job. If the County specifies the physician to be visited by the employee, the County will pay any costs of

the exam not covered by insurance.

(b) Should the County have reasonable cause to believe an employee is misusing sick leave, certification by an attending physician or practitioner showing sufficient disability to require the employee's absence from his duties may be required of an employee as a precondition to receipt of compensable sick leave. If the certification does not show such disability, sick leave shall not be paid and the employee will be subject to disciplinary action.

(c) Employees shall be expected to schedule medical and dental appointments at times that will minimize the interference with the employee's work time.

Section 9.5. In the event an employee suffers from "sickness" and is unable to perform his duties, he shall notify his supervisor of this expected absence and the nature and expected length thereof prior to the start of his regular work shift.

Section 9.6. WORKERS' COMPENSATION. When an injury occurs in the course of employment, the injured employee's accrued sick leave shall be utilized to pay the employee the difference between payments received under Workers' Compensation and his regular salary until his sick leave is exhausted. In such instances, prorated charges will be made against the employee's accrued sick leave. Regular salary for the purposes of this section shall be defined as the employee's gross salary less State and Federal tax deductions and FICA.

Section 9.7. Sick leave is provided by the County solely in the nature of insurance against loss of income, due to "sickness," as defined above. However, in the event an employee is unable to schedule the CDL physical (required to maintain such license) on their own time, the employee shall be allowed to utilize sick leave. Except as provided in Section 9.9 below, no compensation for accrued sick leave shall be provided for any employee upon his death or termination of employment, for whatever reason. Sick leave shall not accrue during any period of layoff or leave of absence, except for a leave of absence required by the County for job-related educational or training purposes.

Section 9.8. A regular part-time employee who regularly is scheduled for not less than 21.75 hours per week shall accrue sick leave on a pro rata basis.^[2] A part-time employee shall not be eligible to utilize accumulated sick leave until after he has been employed by the County for at least six months.

Section 9.9. Upon the service or disability retirement of an employee, the full amount of the retiring employee's accumulated sick leave shall be reported to the Public Employees Retirement System (PERS), and, pursuant to procedures of the PERS, taken into account in determining the employee's retirement benefits.

ARTICLE 10 – VACATIONS

Section 10.1. AMOUNT OF VACATION AND ELIGIBILITY REQUIREMENTS.

(a) Regular full-time employees who have at least one year of continuous employment with the County shall be entitled to annual paid vacation in accordance with the following schedule:

LENGTH OF EMPLOYMENT	AMOUNT OF VACATION
1 through 3 years*	10 workdays
4 years	11 workdays
5 years	12 workdays
6 years	13 workdays
7 years	14 workdays
8 years	15 workdays
9 years	16 workdays
10 years	17 workdays
12 years	18 workdays
14 years	19 workdays
15 years	20 workdays

*No vacation may be taken during the first year of employment. Vacation accrues in accordance with the foregoing schedule at the beginning of the second year of employment, and at the beginning of each subsequent year thereafter.

(b) For purposes of this Article, a workday shall be considered as 7.5 straight-time hours for employees who work in the Courthouse or other department with a normal workday of 7.5 hours and eight straight-time hours for all other employees.

Section 10.2. CONTINUOUS EMPLOYMENT. Continuous employment for the purpose of accumulating vacation leave credit shall be service unbroken by separation from employment with the County. Periods of excused absence of less than one month shall be included as continuous employment. Layoffs of one month or more, or leave of absences of one month or more, including absences due to sick leave, will not be counted as part of continuous employment for accrual purposes, but employees returning from any such leave and from layoff status within one year of the layoff shall be entitled to credit for service prior to the leave or layoff.

Section 10.3. SCHEDULING. Employees shall be permitted to request either a split or single vacation. Whenever possible, consistent with the judgment of the Department Head as to the needs and requirements for vacation relief, employees may schedule their vacation times. Subject to such requirements, vacation time shall be scheduled as between employees on the basis of 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.

Section 10.4. VACATION LEAVE ACCUMULATION. Employees may accumulate vacation leave up to 25 working days (187.5 straight-time hours for employees who work in the Courthouse or

other department where the normal workday is 7.5 hours, 200 straight-time hours for all other employees). An employee who is about to lose vacation credit because of accrual limitations and who, because of County insistence, has been unable to schedule and take sufficient amounts of vacation in the current year in order to avoid exceeding such maximum accrual, may, by notifying his supervisor at least 30 days in advance, absent himself to prevent loss of this vacation time. In such instances, such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay.

Section 10.5 A regular part-time employee who is regularly scheduled for not less than 21.75 hours per week

shall accrue vacation on a pro rata basis.^[3]

Section 10.6. TERMINATION OR DEATH. Upon termination or death of a regular full-time employee who has completed at least one year of continuous employment, compensation for all accumulated vacation shall be paid to the employee or his heirs.

ARTICLE 11 - OTHER LEAVES OF ABSENCE

Section 11.1. LEAVE OF ABSENCE.

(a) Leaves of absence without pay may be granted in accordance with County policy for job-related educational or training purposes or for other reasons satisfactory to the County where in the judgment of the Department Head the work of the 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 Department Head and the County Commission. 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.

(b) Leaves of absence shall not be approved for the purpose of accepting employment outside the service of the County, and notice that the employee has accepted employment or entered into a full-time business or occupation may be accepted by the County as a resignation. Any employee who is granted a leave of absence without pay under this section

and who for any reason fails to return immediately upon the expiration or termination of said leave of absence shall be considered as having resigned his position with the County.

(c) Employees on leave without pay, for any reason, shall not accrue any benefits and must utilize any paid leave which is available to cover the absence before they may take unpaid leave.

Section 11.2. JURY DUTY. Regular full-time employees shall be granted leave with full pay 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 shall promptly report for work.

Section 11.3. FUNERAL LEAVE. Regular full-time employees shall be allowed up to three days' leave with pay (22.5 hours pay for employees who work in a department where the normal workday is 7.5 hours; 24 hours pay for other employees) for scheduled work time lost when necessary to arrange for and/or attend the funeral of a member of the employee's immediate family. Immediate family for purposes of this section shall mean the employee's spouse, parent, child, brother, sister, grandparent, father-in-law, mother-in-law, grandchild, and any relative residing in the employee's immediate household.

ARTICLE 12 - HARDSHIP LEAVE POLICY

Wasco County, in coordination with the Family Medical Leave Act ("FMLA") and Oregon Family Leave Act ("OFLA"), shall allow a permanent County employee, who has an eligible family member or who themselves is suffering from a serious health condition, as defined by the FMLA/OFLA, and has exhausted all other paid leave, to receive additional sick leave through a voluntary transfer of vacation leave from a donating County employee under the following circumstances:

A. Donating Employees

1. A permanent Wasco County employee, working half time or greater, may donate accrued vacation leave, in full 7.5-hour blocks.
2. Donating employees must maintain a minimum vacation accrual balance of five working days (37.5 hours) after the number of donated days has been subtracted from their vacation balance.
3. Donating employees shall complete and sign a form approved by the County authorizing the donated hours to be credited to the recipient employee.

B. Recipient Employees

1. Employees, eligible for leave under the FMLA/OFLA, may receive donated vacation days from donating employees. Donated vacation days shall be credited to the recipient employee's sick leave accrual balance on a day for day basis.
2. To receive donated leave, an employee must apply for, and receive, approval for leave under the FMLA/OFLA. An employee may only request leave for a serious health condition of themselves, spouse, parent, parent-in-law, child or stepchild.
3. The period in which an employee may receive donated leave is the period of FMLA/OFLA qualified leave which would otherwise be unpaid because all leave balances have been reduced to zero. Employees may not be receiving non-duty disability or Workers' Compensation benefits while receiving donated leave.
4. The maximum number of donated days which a recipient employee will be eligible to receive for one illness or injury shall be 65 working days.

C. Procedure and Limitations

1. FMLA/OFLA eligibility must be established prior to implementing procedures for hardship leave. To apply for FMLA/OFLA, an employee needs to obtain a request form from the Employee & Administrative Services Office.
2. Employees must arrange for the donation of days on the appropriate forms, available to the Employee & Administrative Services Office, seven days in advance of the need of the recipient employee. Donating employees will have 14 days to make their donations after the posting of the request for donations. The Human Resources Representative may extend the time limits at his/her discretion.
3. All donated days are subject to all sick leave rules and policies. In the event donated days are not used by the recipient employee, they will remain as accrued sick leave available to the recipient employee, subject to all sick leave rules and policies. In the event the recipient employee dies or leaves County employment, the sick leave balance is forfeited.
4. Donation and receipt of donated days may be between employees without regard to bargaining unit membership. Any employee union or association representing Wasco County employees must agree to participate in this program for leave to be donated to other Wasco County employees. If a union or association opts out of participation for the employees they represent, all other eligible Wasco County employees may still participate in this program.
5. The Employer shall not assume any tax liabilities that would otherwise accrue to

the employee.

6. The County shall keep the source of all donated leave confidential.

ARTICLE 13 – COMPENSATION

Section 13.1. Employees shall be compensated in accordance with the rates of pay set in the Agreement.

Section 13.2. Effective July 1, 2011, the rates of pay set forth in the Wasco County Pay Plan shall be increased by 1.5% above their June 30, 2010 levels.

Section 13.3. Effective July 1, 2012, the rates of pay set forth in the Wasco County Pay Plan shall be increased by 1.5% above their June 30, 2011 levels.

Section 13.5. MOVEMENT ON THE SCHEDULE.

(a) An employee shall be eligible for a step increase as provided in Appendix “A,” provided his/her performance has been satisfactory. If a denial of a step increase is contemplated, the employee shall be notified of his/her unsatisfactory performance prior to his/her anniversary date. Such notification will include specific objective areas of deficiency. Within 30 days of such notification, the employee and his/her supervisor will meet to establish a work plan which will set specific goals for the employee to meet in order to correct his/her deficient performance. The work plan will set forth regular review times. The employee will be granted the step increase upon successful completion of the work plan.

(b) For the purpose of this section, part-time employees will establish an anniversary date after one year of continuous service or an accumulation of 1,040 hours during continuous service, whichever is the greatest length of time. This process shall be ongoing and may cause a part-time employee’s anniversary date to change from year to year.

Section 13.6. PAY CHECKS. Payroll checks will be issued on, or the nearest business day prior to, the 25th and 10th of the month. Emergency pay draws will be only be allowed with the consent of the Director of Human Resources or Department Director and the County Judge.

Section 13.7. LONGEVITY PAYMENT. Beginning July 1, 1999, employees covered by this Agreement shall be paid longevity pay in accordance with the plan for other County employees.

ARTICLE 14 – SENIORITY

Section 14.1. DEFINITION. Seniority shall be defined as follows:

- (a) Total length of unbroken employment with the County (County Seniority);

- (b) Total length of unbroken employment with a particular department (Departmental Seniority);
- (c) Total length of employment with a given job classification (Classification Seniority).

Section 14.2. SENIORITY LIST. The County shall provide an updated seniority list to the Union twice each year. Such list shall include each employee's job classification and home address as then currently reflected in the County's personnel records.

Section 14.3. 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 one year;
- (e) If the employee is absent from work for 25 consecutive hours from the time first absent without notifying his supervisor or Department Head, unless it can be affirmatively shown that it was impossible for the employee to give such notice;
- (f) Unless a reason satisfactory to the Department Head is given, failure to respond within two working days after receipt of a notice of recall from, any 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 Department Head and the County Court;
- (h) Failure to register in person or by mail with the County at least once every 30 calendar days during periods of layoff, signifying his availability for recall and updated address and telephone number.

Section 14.4. FILLING OF JOB OPENINGS. Whenever a department has a job opening within the bargaining unit to be filled, notice of such opening will be posted in each of the County's major employment facilities (Courthouse, Annex A, , Road Department) for a period of one (1) week to provide employees the opportunity to bid on that job. Whenever a department has a job opening within the bargaining unit to be filled, notice of such opening will be concurrently posted both internally and externally (if appropriate); however, first consideration in filling job openings will be given to qualified County employees. Where, in the Department Head's judgment, based on prior performance and

experience of the employees and other relevant criteria, the relative qualifications and ability to perform the work are equal between two or more applicants for the posted opening, Departmental Seniority shall control. If Departmental Seniority is equal, County Seniority shall control. In the event the Union considers the Department Head'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 2 thereof.

Section 14.5. TRIAL PERIOD. An employee selected to fill a permanent job opening in the bargaining unit shall serve a trial period of three months in the new position. During that period he will be subject to demotion to his former position for unsatisfactory performance, or he may voluntarily return to his last job position. In either event, upon his return to his former position, he shall have all seniority restored within that classification.

Section 14.6. LAYOFF AND RECALL.

(a) In the event of a layoff of employees in a department, selection of employees retained will be in accordance with the Classification Seniority of the employees within the affected job classification(s) in that department, so long as the senior employees possess qualifications, aptitude and ability to perform the work equal to those of the employees laid off. Except in unusual circumstances, employees shall normally be given at least two weeks notice of layoff.

An employee displaced from his/her job by reason of a layoff shall be entitled to displace the employee with the least Departmental Seniority in an equal or lower job classification within the same department, 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 Department Head's above determinations as to relative qualifications, aptitudes 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 2 thereof.

(b) Employees shall be recalled from layoff in the reverse order of the layoff, provided the employee is qualified to perform the available work.

ARTICLE 15 – INSURANCE AND RETIREMENT

Section 15.1. Employees covered by this Agreement shall receive the same insurance benefits, including applicable co-payments, deductibles, and disability coverage as non-union personnel of the County. In the event the County Court determines that a change in the insurance program is necessary, the union shall be notified in advance of such change. The County will use its best efforts to maintain

comparable levels of benefits during the term of this Agreement.

Section 15.2. Subject to the conditions of Section 14.1, employees covered by this Agreement shall receive the same dental benefits as non-Union personnel of the County.

Section 15.3. RETIREMENT.

(a) The County agrees to continue participation in the PERS, subject to the terms and conditions thereof.

(b) Effective July 1, 1980, the County shall cease withholding from employees' monthly salaries the contributions required by ORS 237.071 and shall "pick up," assume and pay a 6 percent employee contribution to the Public Employees Retirement Fund for the employee members then participating in the Public Employees Retirement System. Such "pick up" or payment of employee member monthly contributions to the system shall continue for the life of this Agreement, and also will be applicable to employees who first begin to participate in the system on or after July 1, 1980, to the termination of this Agreement. If the "employee pick up" is held to be unlawful and/or unenforceable by any Court of competent jurisdiction or any administrative agency having jurisdiction over the subject matter, Wasco County agrees to meet and bargain the impact.

(c) The full amount of required employee contributions "picked up" or paid by the County on behalf of employees pursuant to this Agreement shall be considered as "salary" (within the meaning of ORS 237.003 (11)) for the purposes of computing an employee member's final average "salary" within the meaning of ORS 237.003(15) but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 237.071. Such "picked up" or paid employee contributions shall be credited to employee accounts pursuant to ORS 237.071(2) and shall be considered to be employee contributions for the purposes of ORS 237.001 to 237.320.

Section 15.4. WORKERS COMPENSATION. In the event an employee sustains an on-the-job injury which makes the employee eligible for Workers Compensation benefits, and as a result of that injury the employee is unable to work, the County agrees to maintain the insurance benefits as provided by this Article for that portion paid by the County at the time of the injury. Said benefits will be paid by the County for a period of up to one year.

ARTICLE 16 – GENERAL PROVISIONS

Section 16.1. GENDER. All reference to employees in this Agreement shall designate both sexes, and wherever the male gender is used, it shall be construed to include both male and female employees,

and vice-versa.

Section 16.2. NONDISCRIMINATION. The County and the Union agree that each will fully comply with applicable laws and regulations regarding discrimination. The parties agree that if an employee elects to pursue a discrimination claim against the County through BOLI, the EEOC, or directly in court, the employee may not also pursue such claim through Article 4 of this Agreement.

Section 16.3. FUTURE RULES. The parties jointly recognize that the elected officials of the County are directly responsible to the citizens of the County and to the public for the performance of the functions and services performed by the County. It is jointly recognized that the County Commission, acting by and through County Department Heads, must and does retain broad authority to fulfill and implement its responsibilities and may do so by adoption of oral or written work rule. 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 within affected departments for a period of ten 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 County within the ten-day posting period. In such event, the rule shall be discussed between the County Commission and/or its designee(s) and representatives of the Union. If after such discussion the Union still feels the rule is in violation of the Agreement but the County does not agree, the Union may submit such claim to arbitration as provided in Section 4.2, provided it gives written notice of such submission to the County Commission within one week of the discussion between the County Commission and the Union representatives.

Section 16.4. HEALTH AND SAFETY.

(a) OR-OSHA required safety equipment shall be furnished by the County. In addition, the County will reimburse an employee who is required to wear safety boots on the job up to \$175.00 per calendar year for safety boots or work-related clothing. All reimbursements made for safety boots and work-related clothing shall occur one time per calendar year per employee. The employee will have the right to keep his or her old boots for emergencies, but it will be the employee's responsibility to maintain a good pair of steel-toed boots at all times.

(b) Employees who are required to have a Commercial Driver's License ("CDL") as a condition of employment will be reimbursed by the County for the cost of the physical examination required for maintaining such license to the extent such cost is not covered by the employee's health insurance, to a maximum reimbursement of \$85.

(c) Any employee who violates any of the provisions of 49 CFR 382.201-382.215 will be responsible to make all arrangements and pay for the dependency evaluation, treatment, return-to-duty testing and follow-up testing, if any. An employee who has a test performed on a split sample following a positive drug test must make the arrangements and pay for the test. The County will reimburse the employee for the testing cost if the test result refutes the positive test.

Section 16.5. PERSONNEL FILES.

(a) No material reflecting critically on an employee shall be placed in his personnel file without his signature or the opportunity to sign the material. Signature by the employee does not necessarily indicate agreement with the material. If an employee believes material which has been or is to be placed in his personnel file is incorrect, he may prepare a written explanation or opinion regarding the particular material and have it included in the personnel file. Such written explanation or opinion must be presented to the Human Resources Department within 14 days of the date the material in question is presented to the employee for signature.

(b) Upon reasonable request, an employee may review and/or copy materials- in his/her personnel file at the employee's expense.

Section 16.6. LIABILITY INSURANCE. The County agrees to adequately insure all employees in the bargaining unit against claims by third 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 16.7. 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.

ARTICLE 17 – SAVINGS CLAUSE AND FUNDING

Section 17.1. SAVINGS CLAUSE. Should any article, section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction 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 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 for the term hereof.

Section 17.2. FUNDING. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement may be approved annually by established budget procedures. All such wages and benefits are therefore 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 request pursuant to established budget procedures.

In the event that this Agreement cannot be fully funded due to reduced sources of revenue or failure to obtain annual budget approval, this Agreement or any portion thereof shall be subject to renegotiation between the parties.

ARTICLE 18 – UNION RIGHTS AND REPRESENTATION

Section 18.1. UNION REPRESENTATIVES. The Union will notify the County in writing of the names of its representative(s) assigned to the bargaining unit, and of its local officers and shop stewards. The Union will thereafter notify the County, in writing, of any changes.

Section 18.2. VISITS BY UNION REPRESENTATIVES. The Union representative(s) designated in Section 18.1 will be granted reasonable access to County facilities and employees for purposes of investigation of grievances and official Union business, provided such visitation does not unduly interrupt the employees' work.

Section 18.3. INTERVIEWS AND INVESTIGATIONS. An employee may request the presence of any shop steward who has been designated under Section 1 in any meeting with the County which is investigatory in nature or which the employee reasonably believes could result in disciplinary action. In the event the shop steward chosen by the employee is not available within a reasonable amount of time, the employee may be required to request a different shop steward. An employee may also request the presence of the Union staff representative or designee, but the County need not grant such request if such request would unreasonably delay the meeting.

Section 18.4. UNION BULLETIN BOARD. The County agrees to provide a designated bulletin board or designated bulletin board space for use by the Union at the Road Department (including South County) and the Courthouse.

Section 18.5. USE OF FACILITIES. Upon reasonable advance notice and approval, the Union will be allowed to use County facilities for meetings with bargaining unit employees, provided such

facilities are available and the meeting will not interfere with the County's operations. Under no circumstances will the County be required to incur any additional cost in making facilities available to the Union.

ARTICLE 19 – TERM AND TERMINATION

This Agreement shall be effective as of July 1, 2010, and shall remain in full force and effect through June 30, 2013. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than 180 days prior to the expiration or subsequent anniversary date that it wishes to modify this Agreement for any reason. In the event such notice is given, negotiations shall begin not later than 30 days after said notice. This Agreement shall remain in full force and effect during the period of negotiations.

DATED:

**WASCO COUNTY
EMPLOYEE LOCAL UNION 2752**

WASCO COUNTY COURT

By: _____
Oregon AFSCME Local 2752

By: _____
Dan Erickson, County Judge

By: _____
Sherry Holliday, County Commissioner

By: _____
Bill Lennox, County Commissioner

[1] Employees who are considered “part-time” because they work half of the regular scheduled hours per month for the department in which he/she is employed, but who work less than 21.75 hours per week, as of July 1, 2010 will be grandfathered and will continue to be considered “part-time” employees under this Agreement, and will continue to be eligible for benefits as if they were working 21.75 hours per week. Such grandfathering will be discontinued, and will not be subject to reinstatement, in the event the employee falls below half of the regular scheduled hours per month or if the employee begins working more than 21.75 hours per week.

[2] Employees who are considered “part-time” because they work half of the regular scheduled hours per month for the department in which he/she is employed, but who work less than 21.75 hours per week, as of July 1, 2010 will be grandfathered and will continue to be considered “part-time” employees under this Agreement, and will continue to be eligible for benefits as if they were working 21.75 hours per week. Such grandfathering will be discontinued, and will not be subject to reinstatement, in the event the employee falls below half of the regular scheduled hours per month or if the employee begins working more than 21.75 hours per week.

[3] Employees who are considered “part-time” because they work half of the regular scheduled hours per month for the department in which he/she is employed, but who work less than 21.75 hours per week, as of July 1, 2010 will be grandfathered and will continue to be considered “part-time” employees under this Agreement, and will continue to be eligible for benefits as if they were working 21.75 hours per week. Such grandfathering will be discontinued, and will not be subject to reinstatement, in the event the employee falls below half of the regular scheduled hours per month or if the employee begins working more than 21.75 hours per week.