

# Collective Bargaining Agreement

Between

Jackson County

And

Jackson County Employees Association  
SEIU Local 503, OPEU

July 1, 2016 – June 30, 2019

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## **PREAMBLE**

This agreement is entered into by the BOARD OF COUNTY COMMISSIONERS, JACKSON COUNTY, OREGON, and the elected officials of Jackson County, hereinafter referred to as the "County," and the SERVICE EMPLOYEES INTERNATIONAL UNION Local 503/OREGON PUBLIC EMPLOYEES UNION, hereinafter referred to as "Union."

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other conditions of employment, to develop a harmonious relationship between the Union and the County, and to provide a procedure for the resolution of disputes which may arise during the term of this Agreement concerning the interpretation or application of this Agreement. It is understood and agreed that there is a division of responsibility among the Board and the elected officials of Jackson County, Oregon, in the Administration of the County as provided by Oregon Revised Statutes, County governing ordinances, and the Jackson County Home Rule Charter. The following articles are the responsibility of the Board or the elected officials in accordance with such statutes, ordinances, and charter.

## **ARTICLE 1 - RECOGNITION**

### Section 1. Recognition

The Board recognizes the Union as the sole and exclusive representative of the non-supervisory employees of Jackson County, Oregon, who are employed on a regular full-time or regular part-time basis in positions for more than an average of forty (40) hours or more per pay period (averaged over a fiscal quarter), but excluding Adult Deputy Parole and Probation Officers, Sheriff's Department personnel, department heads and other supervisors, confidential employees, Airport crash/fire rescue personnel, temporary employees, and employees hired for a limited term under a specific State or Federal grant program, for the purpose of negotiating with the Board on matters concerning wages, hours, fringe benefits, and other terms and conditions of employment. The Agreement shall apply to all employees within the collective bargaining unit as defined in this Article 1. Regardless of any changes in officially established departments, the representation status of any classification included in the bargaining unit will not be changed during the period of the Agreement. Nothing in this Agreement will be construed to limit the performance of incidental bargaining unit work by supervisors and other non-bargaining unit personnel on a temporary basis so long as bargaining unit employees are not laid off as a result thereof.

### Section 2. Excluded Employees

Excluded employees shall be defined by Oregon law and shall include the private secretary to any department head or elected official, as defined herein, and all positions in the Office of the Board of Commissioners and the County Administrative Office.

### Section 3. Temporary Employees

Definition: A temporary employee is a person who is employed by Jackson County directly (not through a temporary agency) to perform the following services:

1. Seasonal or on-call relief.

2. Filling a vacancy due to sick leave, parental leave, vacation leave, military leave, injury or during recruitment.
3. Projects requiring special skills and/or extra work of limited duration not to exceed six (6) months.
4. Irregular part-time employment, which includes performing on-going work for an average of less than forty (40) hours per pay period (averaged over a fiscal quarter).

Temporary employment is distinguished from regular part-time employment in that regular part-time employment relates to a budgeted position for which there are some benefits. No temporary employee can perform temporary work for more than 1039 straight time hours in a calendar year. However, hours may be extended up to an additional 692 hours of straight time per calendar year by the County Administrator. In such event, written notice will be given to the Union. Once the temporary employee has performed temporary work for 1040 hours without an extension, or 1,731 with an extension in any calendar year, the temporary employee shall be terminated or shall become a member of the bargaining unit.

The County agrees to provide the Union with a monthly list of all temporary employees including hours worked.

#### Section 4. Temporary Agency Workers

The County may also utilize the services of temporary agency workers, who are not employees of Jackson County, as otherwise specified under Article 1, Section 3 above. Temporary agency workers who have performed the maximum allowable hours shall not be assigned to work in excess of the limits outlined above.

## **ARTICLE 2 - NON-DISCRIMINATION AND GENDER**

### Section 1. Nondiscrimination

The County and the Union recognize the intent of public policy and agree not to discriminate against any person with regard to race, age, religion, gender, sexual orientation, national origin, or disability. The Union hereby declares their acceptance and support of such laws.

### Section 2. Gender

Wherever used in the Agreement, the masculine personal pronoun shall also be understood to include the feminine and the opposite shall apply, if to do so would not be inappropriate in the context used, or to the intended meaning of the phrases or clauses in question.

## **ARTICLE 3 – DURATION OF CONTRACT**

### Section 1. Contract Duration

Except as specifically indicated herein, this contract shall be in effect upon final execution through June 30, 2019.



## Section 2. Reopening of Contract Procedures

This contract shall be closed to further bargaining to June 30, 2019, with respect to any subject which was or might have been raised in the course of collective bargaining. This Agreement shall be automatically renewed from year-to-year if not reopened as provided in this Section. Should either party wish to terminate or modify this Agreement they shall do so by written notice to the other between November 1, 2018, and November 30, 2018, or between such dates of any subsequent year in the event of automatic renewal. The moving party shall submit its proposals not later than December 15, 2018 and the other party shall submit its proposals by January 15, 2019. Negotiations shall begin thereafter at a date mutually agreed upon by the parties. The parties shall be free to submit proposals and counter proposals with respect to any proper subject of collective bargaining.

## **ARTICLE 4 - UNION SECURITY**

### Section 1. Membership

Bargaining unit members who are members of the Union shall either remain members in good standing or make payment in-lieu-of-dues to the Union. Bargaining unit members who are not members of the Union shall either become members of the Union or make payment in-lieu-of dues to the Union. The amount of payment in-lieu-of-dues shall be equal to regular Union dues and assessments, if any. Bargaining unit members who exercise their right of non-association, only when based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, shall pay an amount of money equivalent to regular monthly Union dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union, and such payment shall be remitted to that charity by the Union.

### Section 2. Dues Deduction

Upon written, electronic or recorded oral request, bargaining unit employees may have regular monthly dues and any voluntary deductions deducted from their paychecks and remitted to the Union. All applications or cancellations for membership shall be submitted by the employee to the Union. Any written applications or cancellations for membership or authorizations or cancellations for regular monthly dues or other deductions received by the County shall be forwarded to the Union. The Union shall maintain the written, electronic or recorded oral authorization records and shall provide copies to County upon request at no cost. An electronic file, in format agreeable to the County, for new authorizations or changes in authorizations for regular monthly dues or voluntary deductions will be submitted by the Union to the County. Regular monthly dues and any voluntary deductions will continue until the County Administrator has been notified in writing by the Union that the deduction is to be terminated. The County will, in the month following the deduction, pay to the Union the total amount so deducted accompanied by a list identifying the members for whom the deductions are being paid.

### Section 3. Fair Share Agreement

Expense of negotiations, fact-finding, arbitration, and contract administration shall be borne equally by all employees represented by the Union. Such fair share in amount equal to dues but not greater than regular monthly dues shall be collected by payroll deduction in accordance with Oregon law. The Union shall identify those fair share employees and the County shall make the appropriate payroll deduction. The fair share payments shall be credited to the Union and accompanied by a list identifying the unit members for whom the deductions are being paid. If an employee cancels his/her membership, the

County shall begin deducting fair share payments as of the month following written notice to the County of such cancellation.

#### Section 4. Deduction Notification

The Union shall notify the County in writing the amount of dues/fair share to be deducted. Changes in deduction amount must be accompanied by official notification from the Union stating the employee's name, amount of deduction, and date the change is to be effective. Such changes may be made between January 10 and January 20 of each year.

#### Section 5. Hold Harmless

The Union agrees to indemnify and hold the County harmless for any loss arising from the operation of this Article. It is also agreed, neither any employee nor the Union shall have any claim against the County for any deductions made or not made, as the case may be, unless a claim or error is made in writing to the County Administrator within thirty (30) days after the date such deductions were or should have been made.

#### Section 6. Electronic Membership Data

The County will furnish the Union on a bi-weekly basis, utilizing an electronic medium, the following information for each bargaining unit employee: name, County identification number, fair share/member status, amount of dues withheld, home address, classification, base pay rate, date of birth, hire date, and full time/part-time status. The Union will reimburse the County for actual set-up costs, plus actual costs for each pay period as provided for in the County's fee ordinance.

### **ARTICLE 5 - MANAGEMENT RIGHTS**

#### Section 1. Management Rights, Generally

Except to the extent expressly abridged by a specific provision of this Agreement, it is recognized that the responsibilities of management are exclusively functions to be exercised by the County recognizing the rights of bargaining unit employees and the Union under Article 22, Settlement of Disputes. By way of illustration and not limitation, the following are listed as examples of such management functions:

- a. the determination of the governmental services to be rendered to the citizens of Jackson County;
- b. the determination of the County's financial, budgetary, accounting, and organization policies and procedures;
- c. the continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the Board establishing personnel rules and regulations not inconsistent with any other term of this agreement;
- d. the management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the determination of the duties and qualifications of job classifications; the determination of qualifications and job related qualities necessary to perform a job; the right to discipline or discharge for proper

cause; the right to purchase, dispose, and assign equipment or supplies; the right to contract or subcontract work, and the right, not in an arbitrary or capricious manner, to hire, promote, demote, transfer, and retain employees; to lay off for a lack of work or funds; to abolish positions or reorganize the departments or divisions; to determine schedules of work.

#### Section 2. Retention of Management Prerogatives

The exercise of any management prerogative, function, or right which is not specifically modified by this agreement is expressly retained by the County.

### **ARTICLE 6 - HOURS OF WORK**

#### Section 1. Workweek and Pay Period Defined

The workweek shall begin at 12:01 a.m. on Monday and continue through 12:00 midnight on Sunday. The pay period shall be that two-week period which coincides with the County's regular biweekly pay schedule. Except in cases of emergency and other situations beyond the County's control, and except in cases where an employee is on a flexible schedule, an employee shall be given a minimum of sixteen (16) hours notice of change in his/her specific reporting or ending time.

Employees who are required by the County to work beyond the period required for overtime compensation shall be granted overtime compensation as specified in this article for all continuous hours worked beyond the work period required for overtime compensation.

#### Section 2. Scheduling of Work and Overtime Compensation

- a. County employees will be scheduled on either a regular schedule or a flexible schedule (discussed in Section 7 below). Regular schedules may include five (5) eight (8) hour days or four (4) ten (10) hour days in a workweek, or other set schedules as may be determined by the County, within a forty (40) hour workweek. The County shall schedule employees consistent with its determination as to efficiency of operations, financial advantages to the County, and/or effective service to the public. Consideration shall also be given to the needs of the employee(s). Days off shall be consecutive unless otherwise agreed between the employee and his/her supervisor.
- b. Overtime is payable for all hours worked in accord with the requirements of Oregon or Federal law, whichever is more restrictive. Hours worked, for purposes of calculating overtime, will include holiday pay, jury duty and funeral leave, but exclude sick leave, vacation, time otherwise compensated as overtime or any other pay for time not worked. Notwithstanding the requirements of the law, if less than sixteen hours notice has been provided as set forth in section 1 above, overtime is payable to employees who are required to work beyond their scheduled workday, or eight hours, whichever is greater.
- c. Overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay, unless compensatory time off is chosen by the employee, in which case it shall be accrued at the rate of time and one-half (1-1/2). At no time will compensatory time be earned in lieu of paid overtime if the employee has paid leave reported in the same work week. Compensatory time off shall be scheduled by mutual agreement between the employee and the supervisor. However, no compensatory time shall be paid to any employee if it would cause them to be paid in excess of

their budgeted full-time equivalent (FTE) in a regular work day and/or regular work week. Compensatory time off may not accrue to more than forty-eight (48) hours. Should the employee have a compensatory time balance on the County's records as of June 30th of any fiscal year, the employee shall be paid for any unused compensatory time.

- d. Part-time employees will not be eligible for overtime for hours worked under forty (40) in a workweek.

### Section 3. Rest Periods

All full-time employees in the bargaining unit shall receive a rest period of fifteen (15) minutes to be taken insofar as practical in the middle of such half shift. Employees who work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start any overtime work, except in a dire emergency involving the loss of life or property. If an employee is unable to take his or her paid break before starting overtime work because he or she is finishing with a task or helping a customer, he or she shall be allowed to take their break as soon as they are finished. During a four (4) day, ten (10) hour workweek, each employee affected shall receive a twenty (20) minute rest period in the middle of each half shift. Part-time employees in the bargaining unit shall receive one (1) rest period of fifteen (15) minutes for each continuous four (4) hours worked and is to be taken insofar as practical in the middle of such period.

### Section 4. Meal Periods

All employees shall be granted an unpaid meal period to be taken insofar as practical in the middle of each work shift. Unpaid meal periods shall be not less than thirty (30) minutes nor more than one (1) hour in duration according to present practice. To qualify for a meal period, employees must be scheduled to work at least six (6) hours per shift. Space permitting, it is the intention of the County to maintain meal and rest areas as presently in use or reasonable comparable areas.

### Section 5. Work During Meal Period

Employees who are assigned to remain at work during the meal period and to keep the facility open during such period shall be compensated at their regular rate for time worked. This provision shall be applicable only if the employee has worked for four (4) or more hours and is qualified for a meal period.

### Section 6. Rest and Meal Periods for Employees Working a Daily Work Schedule of over eight (8) hours.

For employees working a daily work schedule of over eight (8) hours, rest and meal periods shall be as follows:

<u>Shift</u>	<u>Rest</u>	<u>Meal</u>
Over 8 - Under 10 hours	2 at 15 minutes	1/2 to 1 hour
10 - Under 12 hours	2 at 20 minutes	1/2 to 1 hour
12 hours	3 at 15 minutes	1/2 to 1 hour

Rest and meal periods shall be scheduled by mutual agreement between the employee and his/her supervisor.

### Section 7. Flexible Work Schedules

Nothing in this agreement shall prevent an employee and the County from developing a flexible work schedule. A flexible schedule is any set schedule that may be flexed within a forty (40) hour workweek from the employee's base schedule with prior supervisor approval. No employee shall be placed on a flexible work schedule without his or her written consent. Employees that move from a regular schedule to a flexible schedule will be notified in writing. An employee can be returned to a regular schedule at the County's discretion.

Flexible work schedules shall not exceed forty (40) hours in a workweek. Overtime compensation is not payable to any employee who works a flexible schedule, provided the work period for an employee on a flexible schedule does not exceed the agreed upon schedule of forty (40) hours for the workweek.

### Section 8. Appeal Procedure

An employee or group of employees whose request for flexible work schedules is denied, may appeal such request to the department director, but that decision is not grievable.

## **ARTICLE 7 - HOLIDAYS**

### Section 1. Holidays Defined

• New Year's Day	January 1
• Dr. Martin Luther King, Jr.'s Birthday	3rd Monday in January
• Presidents' Day	3rd Monday in February
• Memorial Day	Last Monday in May
• Independence Day	July 4
• Labor Day	1st Monday in September
• Veterans' Day	November 11
• Thanksgiving Day	4th Thursday in November
• Christmas Day	December 25

Holidays are to be observed on the date indicated herein, unless the State of Oregon shall recognize another date, in which event the holiday shall be observed on the date recognized by the State, unless otherwise provided in other sections of this article below.

### Section 2. Holiday Pay

Eligible employees shall receive eight (8) hours pay (prorated in accordance with Article 16, Fringe Benefits) for each holiday observed, when such holiday observance falls within their workweek. In order to qualify for a paid holiday, an employee shall work the next scheduled day before and after the holiday unless excused by the County or on other paid leave. Employees who are on an unpaid suspension or leave without pay, and therefore do not work their regular schedule, on the work day before, the day of, or the work day after the holiday or observed holiday will not qualify for holiday pay.

### Section 3. Holiday Pay for Various Work Schedules

Holiday pay is limited to eight (8) hours pay. For schedules where an employee is scheduled to work more than eight (8) hours on the day of the week where the holiday falls, holiday pay shall be as follows:



- a. Work Performed on a Holiday. Work performed on holidays shall be compensated at time and one-half (1-1/2) the regular straight time rate (Holiday Worked Pay) for the hours worked plus holiday pay as provided under this Article Section 2. Compensatory time is not available for work performed on a holiday.
- b. Work Schedule of over eight (8) hours on a Holiday: If the employee does not work on the holiday, he/she shall receive eight (8) hours pay at the regular straight-time rate and any additional hours for which the employee was regularly scheduled in one of the following ways:
  - 1) Work additional straight-time hours within the same 40 hour work week, in accordance with the employee's flexible or regular schedule;
  - 2) Deduct the difference between eight hours and the number of scheduled hours against vacation pay, personal leave, accrued compensatory time off or;
  - 3) Deduct the difference between eight hours and the number of scheduled hours against current month's earnings, in which event such time shall be treated as time worked for benefit purposes pursuant to Article 16, Fringe Benefits Section 4.

#### Section 4. Holidays for Part-Time Employees

Subject to Department Head approval (or his/her designee), when a holiday will cause a part-time employee to work fewer than his or her scheduled hours in a pay period, the employee may choose one of the following:

- (1) Mutually schedule with his or her supervisor a time to work the number of hours equivalent to the difference between the number of hours that he or she normally works on the day in which the holiday is observed and his or her prorated holiday hours sometime during the pay period.
- (2) Deduct the difference between the prorated holiday hours and the number of the scheduled hours against accrued vacation pay, accrued compensatory time off or;
- (3) Treat the difference between the number of hours that he or she normally works on the day in which the holiday is observed and his or her prorated holiday hours as a time not worked so long as the employee does not fall below forty (40) hours in the pay period.

#### Section 5. Pay Rate for Paid Leave

Pay will be at the regular straight-time hourly rate for each day of absence due to vacation, holiday, or sick leave.

#### Section 6. Determination of Hourly Rate of Pay

Hourly rate of pay will be determined by the pay schedule.

#### Section 7. Holidays Occurring on Saturday or Sunday

Whenever any of these recognized holidays shall fall on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever any of the nine (9) recognized holidays shall fall on a Saturday, the

preceding Friday shall be observed as the holiday. Where a holiday that falls on Saturday or Sunday is observed on Friday or Monday, as the case may be, an employee in continuous operations who is required actually to work the Saturday or Sunday shall be compensated at time and one-half (1-1/2) for the hours worked. In no event will an employee be paid for the same holiday twice. If a decision needs to be made as to when holiday pay will be paid, it should be paid on the actual holiday.

#### Section 8. Employees on Leave During a Holiday

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

#### Section 9. Holidays Occurring on an Employees Day Off

Should a holiday fall on an employee's regular day off, the employee shall be given an additional day off (eight hours for full-time employees, and the appropriate prorated amount for part-time employees) as the holiday, to be scheduled by mutual agreement between the employee and the supervisor involved within the same work week in which the holiday occurs. Alternatively, the employee shall be compensated for the holiday if it is determined that an additional day off is not in the interest of efficient operation of the department.

### **ARTICLE 8 – VACATION**

#### Section 1. Vacation Accrual

Vacation credit shall be accumulated at the annual rates indicated for the applicable fiscal year. A regular employee who does not remain with the County for six (6) complete and continuous months of employment shall receive no vacation credits whatsoever, except as provided in Section 6 of this Article. Except for those regular employees excluded because they have not met the six (6) month requirement, the biweekly prorated vacation accumulation shall be one twenty-sixth (1/26) of the applicable annual credit for each full pay period of employment. An employee who completes six (6) months continuous service receives one-half (1/2) of the annual vacation credit. When the employee does not work full time in a given pay period, the employee's accrual of vacation time shall be based upon a pro rata calculation, using Article 16, Section 4 (b), Fringe Benefits, as a determiner of the percentage factor involved. For purposes of this section, time paid shall be treated as time worked. Except as outlined in Section 6 below, no compensation for accrued vacation shall be provided to any employee if it would cause them to be paid in excess of their budgeted full-time equivalent (FTE) in a regular work day and/or regular work week.

#### Years of Continuous

<u>Full Time County Services</u>	<u>Annual Vacation Hours</u>	<u>Hours Per Pay Period</u>
0 through 5	120	4.62
Over 5 through 10	144	5.54
Over 10 through 15	168	6.47
Over 15 through 20	192	7.39
Over 20	216	8.31



#### Section 2. Continuous Service for Vacation Purposes

Continuous service shall be service unbroken by separation from the County, except that time spent by an employee on military leave, Peace Corps duty, and unpaid educational or training leave shall not constitute a break in service but shall not be counted as part of the continuous service period. Employees returning from layoff status shall be entitled to credit for service prior to the layoff.

#### Section 3. Maximum Vacation Accrual

The intent of this vacation accumulation clause is to allow the employee to carry forward from one vacation base year to another, at the employee's discretion, vacation credit up to an amount that does not exceed two (2) times annual vacation credit.

#### Section 4. Vacation Scheduling

Subject to the operating requirements of the County, vacation time shall be scheduled by mutual agreement between the employee and his/her supervisor. In case there are any conflicts between the employees concerning the scheduling of vacations, and the matter cannot be resolved between the employees and the supervisor involved, the employee with the longest period of continuous service with the department shall be given first consideration, provided this employee is limited to exercising this right once every two (2) years. When an employee is transferred to, or appointed to another department, his vacation credit shall be assumed by the new department.

#### Section 5. Vacation Pay Upon Termination or Death

After six (6) months service, upon the termination of an employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or his/her heirs, whichever the case may be. Payment shall be made at the rate of pay in effect at termination and at the same time the employee's final paycheck is presented. Should the employee's death occur prior to the completion of six months of service, the employee's heirs shall receive any accumulated vacation pay.

#### Section 6. Pay in Lieu of Vacation

Twice per fiscal year employees may request to be paid for vacation accruals on the following basis:

- a. Full-time employees - the employee must have taken at least eighty (80) hours of vacation in the twelve (12) months preceding the request and must have at least one hundred twenty (120) hours of sick leave on the books.
- b. Part-time employees - the employee must have taken at least forty (40) hours of vacation in the twelve (12) months preceding the request and must have at least sixty (60) hours of sick leave on the books.
- c. Request for pay for accrued vacation must be at least thirty (30) days in advance of expected payout.
- d. An employee continuing on the payroll will not be required to take pay in lieu of vacation.

## **ARTICLE 9 - SICK LEAVE**

### Section 1. Sick Leave Accrual

Sick leave shall be earned at the rate of 3.7 hours for each full pay period. When an employee does not work full time in a given pay period, the employee's accrual of earned sick leave shall be based upon a pro-rata calculation using Article 16, Section 4, Fringe Benefits, as a determiner of the percentage factor involved. Paid leave of absence or vacation shall be treated as time worked for purposes of this section. Sick leave may be accumulated to a total of 1,338 hours, prorated for part-time employees.

### Section 2. Use of Sick Leave

- a. Employee may utilize up to 995 hours of accrued sick leave in a rolling backwards calendar year, prorated for part-time employees.
- b. Employees may utilize their allowances of sick leave when unable to perform their work duties by reason of illness, necessity for medical or dental care, exposure to contagious disease under circumstances by which the health of the employees with whom associated or members of the public necessarily dealt with would be endangered by the attendance of the employee, or by illness in the immediate family which requires the presence of the employee, or by death in the immediate family.
- c. For purposes of this section, immediate family shall be deemed to include the employee's mother, father, spouse, sister, brother, child, step child, foster child, grandchild, step parent, grandparent, mother-in-law, father-in-law, and same-sex domestic partners who have affidavits filed with the finance department. In case of the death of an immediate family member listed, herein, sick leave may be utilized whether or not the deceased family member lived in the same household as the employee in accordance with Article 10 – Other Leaves Section 10.

### Section 3. Physician's Certification

The County may require a physician's certification of the nature and duration of an employee's or immediate family member's medical condition and absence 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 continue the full performance of his/her duties. Additional cost, if any, of such a certification shall be paid by the County. Abuse of sick leave or excessive unplanned absences other than for qualifying medical leave or workers compensation leave may also be cause for disciplinary action including discharge under Article 14, Discipline and Discharge.

### Section 4. Notification if Sick

Any employee who is ill and unable to report to work shall notify his/her immediate supervisor or the supervisor's designee prior to his/her reporting time, if reasonably possible. In the case of a continuing illness, the employee shall, if reasonably possible, continue to notify his/her immediate supervisor of his/her inability to report to work.

#### Section 5. Return from Leave Without Pay

An employee who is re-employed after expiration of leave without pay, or in the case of a call back from layoff, shall have unused sick leave credits accrued during the immediate prior employment period restored.

#### Section 6. Wage Loss Protection Insurance

Sick leave is provided by the County in the nature of insurance against loss of income due to the employee's illness or injury. No compensation for accrued sick leave shall be provided to any employee upon termination of employment, except as provided in Article 16, Fringe Benefits, regarding pension rights. Sick leave shall not accrue during any period of leave of absence without pay. No compensation for accrued sick leave shall be provided to any employee if it would cause them to be paid in excess of their budgeted full-time equivalent (FTE) in a regular work day and/or regular work week.

### **ARTICLE 10 - OTHER LEAVES**

The leaves of absence set forth in this Article shall be without pay except as specifically stated herein.

#### Section 1. Leave for Illness and Donation of Vacation Leave for Illness

- a. For employees on Family Medical Leave, the County agrees to notify employees as soon as possible of eligibility so the employee can make arrangements to self-pay life and disability insurance premiums should it become necessary. The County also agrees to provide information to all eligible employees on the Oregon Family Leave Act and Federal Family Medical Leave Act. If an employee is on approved unpaid FMLA and/or OFLA leave, the County will continue to pay the contribution toward health insurance premiums pursuant to Article 16 for the duration of the approved unpaid FMLA and/or OFLA.
- b. In accordance with County policy, employees may donate accumulated vacation leave to an employee, who, as a result of his/her serious illness or injury, or a member of the employee's immediate family's serious illness or injury, is about to exhaust or has exhausted his/her accumulated sick and vacation leaves and compensatory time. The number of hours of donated vacation leave will be credited on an hour-for-hour basis to the sick leave account of the employee to whom they are donated.

#### Section 2. Jury Duty

Employees may be granted leave with pay at the regular rate any time they are required to report for jury duty or jury service during the approved work hours, provided that the amount of money the employee received for jury service is reimbursed to the County (less mileage if paid), except in cases where the jury service goes outside their approved work hours. Under these circumstances there shall be no reduction for any such day. Employees released from jury service in time to work at least one (1) hour of their regular shift shall be required to report to work.

#### Section 3. Military and Peace Corps Leave

Military and Peace Corps leave shall be granted in accordance with Oregon law.

#### Section 4. Absences Covered by Workers' Compensation

Employees who are absent as the result of an injury/illness covered by Workers' Compensation may use sick leave to supplement Workers' Compensation payments for any day or part of a day the employee receives time loss payments.

Assessments to sick leave shall be made as follows:

- |   |             |
|---|-------------|
| • Employees assigned to 5/8 schedule  | 1.50 hours  |
| • Employees assigned to a 4/9 and 1/4 schedule  | 1.635 hours |
| • Employees assigned to 4/10 schedule or any other schedule in excess of eight hours in a single work day | 1.75 hours  |
| • Employees assigned to regular part-time schedule  | 0.75hours   |

Use of sick leave (or other paid leave) will provide regular benefits based on the employee's regular work schedule.

#### Section 5. Failure to Return from Leave

Any employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned his/her position with the County, and his/her position shall thereupon be declared vacated; except and unless the employee, where reasonably possible prior to the expiration of his/her leave, has furnished evidence that he/she is unable to return to work by reason of sickness, physical disability, or other legitimate reason beyond his/her control.

#### Section 6. Leave of Absence

In instances where it will not disrupt the operation of the County by the temporary absence of an employee, a leave of absence without pay for a limited period, not to exceed ninety (90) calendar days, may be granted for a demonstrated need at the discretion of the department director. An employee requesting an unpaid leave of absence shall apply in advance. Leave may be granted only after the employee has first exhausted all paid leave which might have been utilized for the absence. During any unpaid leave of absence the employee shall be responsible for all costs of fringe benefits covered by insurance contracts. The department director's decision as to when and whether the leave will be granted is not grievable.

If an employee accepts another job during this leave period without the approval of her/his supervisor and subsequently returns to County service, such employee shall lose all previously accrued benefits, except retirement benefits which have accrued under the County's pension program.

#### Section 7. Absences Not Covered by Approved Leave

An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant or leave of absence under the provisions of this agreement, shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action as defined in Article 14, Discipline and Discharge, Section 2, Disciplinary Action.

#### Section 8. Personal Leave Day

Each fiscal year, each full-time employee is entitled to one (1) personal leave day of eight (8) hours. Such time may be used in one (1) hour increments. Any unused time at the close of the fiscal year shall not be carried forward. Personal leave shall be scheduled at the request of the employee; however, forty-eight

(48) hours notice must be given to the supervisor except in the event of an emergency. Should exceptional operational demands require it, supervisors may deny a request for personal leave. Part-time employees shall be granted a pro-rated number of personal leave hours based on scheduled work hours per the employee's personnel action effective July 1. No compensation for personal leave shall be provided to any employee if it would cause them to be paid in excess of their budgeted full-time equivalent (FTE) in a regular work day and/or regular work week.

#### Section 9. Educational Leave

Upon written approval of the department director, subject to operating requirements, and with the notification of the Human Resources office, an employee may be granted an educational leave of absence without pay for up to one (1) year when the educational program is related to the employee's current job. An employee requesting an educational leave of absence shall apply in advance. Leave may be granted only after the employee has first exhausted all paid leave which might have been utilized for the absence. During any unpaid leave of absence the employee shall be responsible for all costs of fringe benefits covered by insurance contracts. The department director's decision as to when and whether the leave will be granted is not grievable.

#### Section 10. Bereavement Leave

Employees shall be allowed bereavement leave pursuant to County policy.

### **ARTICLE 11 – SENIORITY**

#### Section 1. Seniority Defined

Employees shall acquire three (3) types of seniority:

- a. employer seniority (length of service with the County);
- b. departmental seniority (length of service within the department); and
- c. job classification seniority (length of service in the job classification within the department).

Seniority shall be determined by the employee's length of continuous service with the County, within the department, or within the job classification and department and shall be prorated for part-time employment. Service within a classification having progressive grades shall be treated as continuous service within that classification within a department. In the event an employee returns to a previously held classification in the department within two (2) years without a break in seniority, that employee shall be credited with the job classification seniority she or he accumulated before he or she left the previously held classification. Classification seniority shall not apply outside the department in which it accrued. In the event of involuntary transfer from one department to another only, departmental seniority shall be transferred to the new department. Time worked in a management position outside the bargaining unit will not constitute a break in service, but will not be added to classification seniority. The County will annually provide to the Union a seniority list.

#### Section 2 - Temporary Employees Hired to Fill Bargaining Unit Positions

If a temporary employee is hired to fill a regular bargaining unit position, with no break in service, the employee's County seniority date will be calculated based on the hours worked from the date of hire in the temporary position.



### Section 3. Termination of Seniority

Seniority shall be terminated by any of the following:

- a. Voluntary quit;
- b. Discharge for cause;
- c. Layoff for a period of time equal to the lesser of eighteen (18) months or of the employee's employer seniority at the time of layoff;
- d. Unpaid leave in excess of twelve (12) months, acceptance of other employment during such leave or failure to return from unpaid leave at the time designated for return; or,
- e. Retirement.

## **ARTICLE 12 – LAYOFF**

### Section 1. Defined

A layoff is defined as an involuntary separation from County employment for reasons not reflecting discredit on the employee. The Union and the employee shall be given written notice of layoff as early as possible but at least fifteen (15) calendar days before the effective date, stating the reasons for the layoff.

Layoff shall be by specific job classification within the concerned department and shall be in ascending order (bottom to top) of an employee's seniority for the job classification in the department, provided that the needs of the department, including the ability to operate specific pieces of equipment and possession of specific job skills as determined by the department director shall modify operation of this provision. The person designated as the least senior as provided herein shall be laid off first and offered recall last.

For purposes of layoff, defined as the elimination of no less than a half-time position, part-time employees with more prorated seniority based on hours worked may elect to bump a full-time employee if fully qualified and willing to fill the full-time position. Conversely, a full-time employee may bump into a part-time position if fully qualified and willing to fill the part-time position.

### Section 2. Displacement Procedures

Where an employee is to be laid off, that person may elect to displace another employee in a different job classification at the same or a lesser pay range within the same department, provided that the employee electing to displace another has given written notice of intent to bump to another classification within the department within five (5) working days after receiving notice of layoff, has greater department seniority, and is fully qualified to perform the job to which he/she has given notice of intent to bump. Failure to give timely written notice of intent to bump into a specific job classification as provided herein shall constitute waiver of bumping rights. An employee electing to bump in lieu of layoff under this provision shall be treated as on layoff for purposes of recall rights.

### Section 3. Employee to be Displaced

The employee displaced by the process described in Section 2 of this Article, above, must be the employee with the least amount of seniority in the job classification of the displaced employee. An employee subject to layoff by displacement may in turn invoke the displacement process as described in Section 2 of this Article, if such an opportunity exists.

#### Section 4. Non-bargaining Unit Seniority

For purposes of measuring seniority in order to determine layoff and/or displacement rights under this article, a former management employee shall receive full credit for all departmental service for purposes of measuring departmental seniority.

#### Section 5. Pay for Employees who Elect to Displace

Employees who elect to bump down in lieu of layoff will be paid at the rate of pay which is applicable for the classification to which he/she bumps at the step occupied by the bumping employee at the time he/she chooses to bump. The anniversary date for the employee who bumps will be changed to correspond with the effective date of bumping into this position.

#### Section 6. Pay for Employees who Elect to Bump into a Previously Held Classification

Notwithstanding the provisions of Section 5 of this Article, if an employee elects to bump into a classification previously occupied by that employee, he/she will be placed at the step in the new range closest to the employee's current rate of pay, which does not provide an increase, and the employee's anniversary date will not change.

#### Section 7. Procedures for Recall from Layoff

If a position within a classification from which an employee has been laid-off becomes available within the County as a whole, for which a laid off employee (with recall rights under Section 9, Expiration of Recall Rights) is fully qualified and possesses the job-related qualities necessary to perform the job, the senior such employee in that classification within the County as a whole shall be offered recall. An employee who is recalled to a department different from the original position held, shall serve a trial period of sixty (60) working days with up to a one time thirty (30) day extension if mutually agreed to by the manager and the employee. If the employee, for any reason during the sixty (60) working day period and/or any mutually agreed upon extension, decides to return to the recall list, she/he may do so. If, during the sixty (60) working day period, which may include up to one thirty (30) day extension, the County decides that the employee cannot fill the job satisfactorily the employee shall be returned to the recall list without prejudice. Time worked during trial service shall not count against time on the recall list. The County shall first attempt to reach the employee by telephone for recall purposes. The County shall send a certified letter to the employee at his/her last known address on file with the County. The employee shall have seven (7) calendar days from the date of the personal telephone call or the postmark of the letter to accept recall, whichever is sooner. Failure to accept recall shall constitute removal of the employee's name from the recall list. Employees are responsible for ensuring that the County has correct telephone numbers, addresses and message locations. If the County is unable to reach the employee by certified mail or message, the employee's name shall be removed from the recall list except when there is a situation that is beyond the control of the employee.

#### Section 8. Pay after Recall

An employee who is recalled from layoff to his/her former position within the period specified in Section 9, Expiration of Recall Rights will be placed at the salary range and step, accrued sick leave, and vacation accrual rate he/she held at the time of layoff.

#### Section 9. Expiration of Recall Rights

Recall from layoff rights shall expire eighteen (18) calendar months after the layoff, or when the employee has been laid off for a period of time in excess of his/her employer seniority at the time of layoff, whichever



is the lesser. If a person has been laid off for any period of time greater than eighteen (18) calendar months or his/her employer seniority, whichever is the lesser, that person is automatically considered permanently terminated, and such individual has no further right to recall. It is the laid off employee's responsibility to maintain a current address and telephone number with the County. Employees who are laid off from part-time positions shall lose recall rights by refusing to accept recall to a full-time job of the same classification from which the employee was laid off. Employees who are laid off from fulltime positions shall lose recall rights by refusing to accept recall to a part-time job of the same classification from which the employee was laid off.

#### Section 10. Effect of Subcontracting on Lay Off and Recall Rights

If the County exercises its right to contract and subcontract, employees in the bargaining unit who are displaced as a result thereof will be treated as employees subject to layoff under this Article 12.

### **ARTICLE 13 - VACANCIES AND PROMOTIONAL OPPORTUNITIES**

#### Section 1. Posting, of Vacancies

When a vacancy occurs and/or new jobs are created for positions in the bargaining unit, they shall be posted, stating the qualifications and job-related qualities necessary to perform the job, the job shift, rate of pay, and approximate date the job is expected to commence for a period of seven (7) calendar days at each County work-site, which would run concurrently with external at-large postings. If the County has enough applications from a prior posting, a vacancy may be filled from that posting.

#### Section 2. Requirement to Fill Vacancies

Nothing in this agreement will be construed to require the County to fill a vacant position nor to limit the right of the County to fill a vacant position by employing the most qualified bidder from a pool of four (4) or more fully qualified internal bidders from within the County. Qualifications for this purpose constitute existing qualifications and qualities to perform the particular job involved. The County will select the most qualified bidder from among the pool of fully qualified bidders. In the event the most qualified bidder selected declines the position, or the pool of qualified bidders is smaller than four (4), the County may, at its option, seek external applicants. In that event, the County may fill the position from any source.

#### Section 3. Selection of Candidates

Vacancies shall be filled in accordance with the procedures of Section 2 Requirement to Fill Vacancies. In the event two or more internal bidders are selected as most qualified under Section 2, and are determined to be equally qualified, classification seniority in the department will be determinative.

#### Section 4. Trial Period

A successful qualified bidder shall have a Trial period of up to fifteen (15) working days on the job. If the employee for any reason during the fifteen (15) working days period decides to return to his/her last job, he/she may do so. If, during the fifteen (15) working day period, the County decides that the employee cannot fill the job satisfactorily, the employee shall be returned to his/her former job. The fifteen (15) day limit may be extended if agreed upon by the affected department director(s). The successful bidder's former job shall not be filled permanently until he/she has completed the Trial period. A job vacated as a

result of a successful bid may be filled by the County at its discretion pursuant to these procedures as determined by the County.

#### Section 5. Classifications on Which an Employee may Bid

An employee may bid to another classification of the same, higher or lesser pay range.

#### Section 6. Pay for Person Filling Vacant Positions

An employee who is promoted to fill a vacant budgeted position in a job classification with a higher pay range shall be placed at the first step in the new range which provides the promoted employee an increase in his/her rate of pay. An employee who fills a vacant position at a lesser pay range, shall receive the step in the new range closest to the employee's former rate of pay which does not provide an increase. The date of promotion or change to a lesser classification shall become the employee's new anniversary date. An employee who fills a vacant position at the same pay range will have no change in pay or anniversary date.

### **ARTICLE 14 - DISCIPLINE AND DISCHARGE**

#### Section 1. Probationary Status

New employees shall be placed in a probationary status during the first six (6) months of regular full-time or regular part-time employment in a regular position following inclusion in the bargaining unit. During the probationary period, any such probationary employee may be discharged without cause, subject to rights which may be protected under State or Federal law. The probationary period may be extended by mutual agreement in writing between the employee and the County.

#### Section 2. Disciplinary Actions

The County shall not discipline or discharge any employee who has completed his/her probationary period, as described in Section 1 of this Article, without just cause. Disciplinary action or measures shall include the following: oral reprimand, written reprimand, suspension, or discharge. Oral reprimands shall not proceed to arbitration. Disciplinary action may be imposed in a progressive manner, or otherwise, depending upon the severity of the situation, for failing to fulfill his/her responsibilities as an employee. Nothing in this Agreement shall preclude the County from placing an employee in a work-improvement status, subject to periodic performance review, as a means, short of suspension or discharge, of improving such employee's job performance. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. The County shall provide the employee a written copy of any disciplinary action taken. If the County has reason to discipline an employee, it shall make reasonable efforts to impose such discipline in a manner that is not intended to embarrass or humiliate the employee before other employees or the public.

#### Section 3. Investigatory Suspension

With respect to non-probationary employees, if the department head or other supervisor feels there is just cause for discharge, the employee involved may be immediately suspended without pay for not more than five (5) working days. The employee will be notified in writing that he/she has been suspended for a definite period of time and is subject to discharge, and shall be informed of the reason(s) for such suspension and possible discharge. When known and applicable, relevant dates and locations will be included in such notification. The suspension period shall be for the purpose of allowing the County to

investigate the disciplinary matter, and to determine whether or not the suspension will result in a discharge or, alternatively, a longer period of suspension. The employee shall be notified in writing of such action and the reasons for such action. Other factors which have been considered and which are pertinent to the action taken, including prior documented work history, may thereafter be specified if dismissal or other disciplinary action occurs and becomes the subject of a grievance under Article 22, Settlement of Disputes.

#### Section 4. Suspension and Discharge

Notice of disciplinary action involving suspension or discharge shall be in writing and shall be given to the employee prior to or at the time of such action. Suspension or discharge imposed upon an employee under this Article may be processed as a grievance under Step 1, but commencing at Step 2 of the regular grievance procedure, provided that a grievance concerning disciplinary action must be filed within fifteen (15) calendar days of notice of the action or shall be deemed waived. Should disciplinary action be found to have been taken without cause, the action may be remedied on such terms as may be mutually agreed between the parties in the course of the grievance procedure, or by arbitration under Article 22, Settlement of Disputes, and may include a make-whole remedy.

### **ARTICLE 15 – COMPENSATION**

#### Section 1. Compensation Adjustment

- a. Effective the first full pay period in July 2016 - Salary schedule will be adjusted by one percent (1%).
- b. Effective on the first full pay period in July 2017 – Increase the salary schedule by a percentage equal to the percentage increase in the CPI-W, West Coast Index Annual Average, minimum one percent (1%), maximum two and one-half percent (2.5%) from 2015 to 2016.
- c. Effective on the first full pay period in July 2018 – Increase the salary schedule by a percentage equal to the percentage increase in the CPI-W, West Coast Index Annual Average, minimum one percent (1%), maximum two and one-half percent (2.5%) from 2016 to 2017.

#### Section 2. Computation of Paid Leaves

- a. Paid time off for sick leave, vacation, and any other accrued time shall be charged to the employee in an amount equal to the number of hours in his/her regular workday. (For example, if a person works a regular five (5) -day, eight (8) -hour work schedule, he/she will be charged eight (8) hours for each day off. If he/she works a four (4) -day, ten (10) –hour schedule, he/she will be charged ten (10) hours for each day off. The above computation does not include his/her normal days off). No compensation for accrued leave shall be provided to any employee if it would cause him/her to be paid in excess of his/her regular work day or regular work week.
- b. Pay for any vacation, sick and other accrued time is limited to not more than the actual number of hours the employee is regularly scheduled to work for each work day and/or workweek.

- c. Accumulation of leave time for each pay period shall be calculated as one-twenty-sixth (1/26) of the annual rate converted to hours for full time employees. For part-time employees, leave shall be calculated in accordance with Article 16, Fringe Benefits, Section 3.

### Section 3. Anniversary Increases

- a. Except as indicated in Section 1 of this Article, personnel on any step, other than individuals on the top step, within the applicable range, shall be eligible for an increase to the next immediate higher step within that applicable range after twelve (12) full calendar months in grade on a given step based on satisfactory performance.
- b. An employee will receive an increase to the step level for which he/she becomes eligible automatically upon completion of the applicable in-grade time requirement except in those instances where an employee has been notified in writing at least thirty (30) days prior thereto as to the just cause for not recommending the employee for a raise.
- c. The employee's department supervisor will complete the necessary paperwork to implement the step increase and will forward such paperwork through the appropriate channels before the effective date of the step increase.

### Section 4. Compensation When Required to be Available for Work Outside of Regular Working Hours

An employee shall be compensated at the rate of two dollars (\$2.00) per hour when required to be available for work and to be contacted for such work outside of his/her regular working hours. The period of time an employee is required to be available shall be six (6) hours unless otherwise specified. For the purpose of this section, "available" means the employee can be contacted by telephone, and is in no instance on the job.

### Section 5. Callback

Callback time shall be payable at the rate of one and one-half (1-1/2) times the regular hourly rate. A minimum of two (2) hours of callback time shall be guaranteed whenever an employee is called back.

### Section 6. Personal Vehicle Usage

County employees, who utilize their own vehicles for County duties and who are authorized to use their own vehicle, shall be reimbursed as set forth in County policy.

### Section 7. Out-of-Class Pay

An employee temporarily assigned to a higher classification shall receive five percent (5%) to their base rate as additional compensation for each hour worked in the higher classification under the following conditions:

- The employee's supervisor has approved assignment to the higher classification.
- Compensation shall only be for full hours worked computed during a pay period.
- Employees participating in a training program per Article 26, Education, Training And Development, Section 3 are not eligible for out-of class pay.

#### Section 8. Paycheck Information

Where technically feasible, the County shall list the following items on each employee's paycheck each pay period: 1) total regular hours worked; 2) total overtime hours worked; 3) rate of pay; 4) regular pay; 5) overtime pay; 6) other; 7) gross pay; and 8) those deductions required by law.

#### Section 9. Extra Compensation

Employees may receive extra compensation for achievements of outstanding merit. Extra compensation shall be awarded in amounts not to exceed two and one half percent (2-1/2%) of an employee's base pay, for any period of time ranging from between two (2) weeks to one (1) calendar year. This amount shall be awarded in one lump sum. Extra compensation shall be awarded by the department head.

If extra compensation for outstanding merit is awarded to more than one employee for work conducted as a team or joint project, the percentage calculation for each employee shall be based on the average (mean) per hour rate of all of the employees being recognized on the date the award is requested.

Extra compensation shall be granted only for the following reasons:

- a. ideas which save the County significant amounts of money, material, or time.
- b. ideas or programs which significantly improve services to the public or user groups.
- c. significant documented outstanding performance in carrying out job duties.

Nothing in this agreement shall preclude the County and the Union from developing, on an experimental basis, an incentive program to reward employees for innovation and cost savings.

#### Section 10. Compensation for Bilingual Positions

Persons designated by the County to communicate in a second language other than English, shall be granted a five percent (5%) pay differential. Such persons shall be proficient in the needed second language. It shall be at the sole discretion of the County to select persons for bilingual compensation and to decrease or eliminate the positions should the County determine the need for translation no longer exists. Nothing in this Agreement shall preclude the County from using persons other than those designated for second language communication should an emergency occur.

#### Section 11. Final Paycheck

Upon termination from employment for any reason (including, but not limited to, voluntary or involuntary discharge, retirement, layoff, or voluntary quit with or without prior notice), the County shall have until the next regularly-scheduled payday or five (5) business days, whichever is later, after the date of the employee's termination to pay the employee all wages earned and unpaid at the time of the employee's termination. At the end of employment, said final pay will be mailed to the employee's last known address unless Human Resources is notified otherwise in writing no later than the last day of employment.

### **ARTICLE 16 - FRINGE BENEFITS**

#### Section 1. Definitions

For the purpose of this Article, fringe benefits include all County-paid insurance programs. Holidays, vacation accrual, and sick leave will be prorated according to the guidelines in this Article.



Bargaining unit employees who are regularly scheduled to work forty (40) hours per pay period, inclusive of vacation, sick leave, and holidays, shall qualify for prorated fringe benefits.

Benefits shall be payable on any work schedule that has been approved by the County and provides at least forty (40) hours of work per pay period.

Time spent as a delegate to the Union's biannual General Council or time spent in negotiations as a member of the Union's negotiating team shall be treated as time worked for purposes of computing fringe benefit entitlement.

#### Section 2. Designation of Agent of Record

The Union shall designate the Agent of Record for health, dental and vision insurance programs as well as life, disability and any other insurance program established by the Union.

#### Section 3. Funds Available for Insurance Programs

- a. Effective August 1, 2016, the County shall make available for health, dental, vision, disability and life insurance premiums, a maximum of one thousand three hundred sixty five dollars (\$1,365.00) per month for each eligible bargaining unit employee towards premium costs. It shall be the right and the responsibility of the Union to use the available funds for any combination of these insurance programs.
- b. Effective August 1, 2017, the County maximum base contribution shall increase to one thousand four hundred thirty dollars (\$1,430.00) per month for each eligible bargaining unit employee towards current premium costs.
- c. Effective August 1, 2018, the County maximum base contribution shall increase to one thousand four hundred eighty five dollars (\$1,485.00) per month for each eligible bargaining unit employee towards current premium costs.

#### Section 4. Prorated Benefits

All fringe benefits for persons in regular benefited positions, who are paid for less than eighty (80) hours per pay period shall be calculated as follows:

- a. To receive benefits, employees must be paid for an average of forty (40) hours per pay period. Paid time may be the result of scheduled work, holidays, paid vacation, and paid sick leave.
- b. Benefits shall be paid on a prorated basis based on the actual number of hours paid divided into the actual number of hours available for work in a given pay period. Hours paid do not include compensation when required to be available for work outside of regular working hours. As an example, an employee who is paid for 65 hours in a pay period for which there are eighty (80) hours available, would receive eighty-one percent (81%) of benefits paid ( $65/80 = 81\%$ ).

#### Section 5. Payment of Insurance Premiums that Exceed Maximum Allowable by the County

- a. In the event that any of the aforementioned programs shall have a net premium in an amount pro rata per covered employee greater than the applicable basic County contribution (see Section 3 of this Article) then the individual employee shall be responsible for paying any such difference and the County is hereby authorized to advance such sums for the express purpose of premium payment and then to make automatic payroll deductions from the earnings of any and all covered employees for reimbursement to the County of any such amount advances.
- b. Where the condition of the insurance contract calls for premium payment before the covered month has ended, should an employee not remain on the payroll for the entire calendar month, the employee is automatically liable to the County for any such amounts advanced and the County is hereby authorized to deduct such amounts from the earnings of the employee.

#### Section 6. Copy of Insurance Contracts Provided to County

- a. For those insurance programs where the Union designates the insurance carrier and/or the Agent of Record, the Union must provide a true copy of the insurance contract, policy and/or amendment at least thirty-one (31) days before the effective date. The Union shall also provide the County an annual statement, prepared by the insurance company, summarizing the costs of all benefits paid for the calendar year, expected rate increases or decreases and any changes in benefit coverage. Such annual reports shall be filed no later than March 1 of any given year. The Union shall provide the insurance premium rates to the County's Human Resources Office at least twenty-one (21) working days prior to the effective date of any such insurance programs.

#### Section 7. Administration of Insurance Programs

- a. The Union shall be responsible for all employee-related servicing activities; such as but not limited to: insurance committee meetings, distributing insurance claim forms, distributing lists of medical professionals that honor the program, notifying the employees of changes in premium rates, following up on complaints, assisting with claims, etc. Such administration may occur during regular working hours, but is not to exceed a combined total of forty-five (45) hours per year, regardless of the number of persons involved.
- b. For those insurance programs other than as referenced in Paragraph (a) of this section, the County shall conduct the employee-related servicing activities.

#### Section 8. Retirement

Retirement will be provided under the Public Employees Retirement System (PERS) and/or Oregon Public Service Retirement Plan (OPSRP), whichever is applicable pursuant to ORS 238 and 238A and contracts of integration between the County and PERS.

The County will pick-up the six percent (6%) employee contribution to PERS and/or OPSRP, whichever is appropriate.



#### Section 9. Pretax Benefit

Effective January 1, 2001, the County shall provide a Section 125 plan under which employees can designate pre-tax dollars to pay for qualified transportation, dependent care or out of pocket medical expenses.

#### Section 10. PERS Sick Leave Credit

Effective July 1, 2000, pursuant to ORS 238.350, the County will credit employees for accumulated sick leave upon retirement, by adding one half (1/2) the monetary value of the accumulated sick leave to the final average salary calculation used to determine retirement benefits.

### **ARTICLE 17 - OTHER FRINGE BENEFITS**

#### Section 1. Coveralls

The County shall arrange for providing and maintaining coveralls for those positions specified below:

- a. Equipment Mechanic
- b. Senior Equipment Mechanic
- c. Equipment Service Worker I
- d. Equipment Service Worker II

#### Section 2. Uniforms and Protective Clothing

If an employee is required by the County or by law to wear a uniform, protective clothing or protective devices, such uniform, protective clothing or devices shall be provided by the County. Generally, uniforms provided by the County will bear the County logo.

#### Section 3. Reimbursement for Employees Assigned to Roadway Work

Other employees in the Roads and Parks Department whose work is primarily performed on roadways shall wear high visibility colored clothing in accordance with applicable safety standards and will maintain such clothing in good condition. Wearing high visibility colored clothing is intended to enhance safety by making the employee highly visible to motorists and to enhance the image and professional appearance of all employees while they are working on the roadways.

Employees shall be reimbursed up to two hundred fifty dollars (\$250) per year for clothing. During the first year of employment in a covered position, new regular, full-time employees shall have their clothing reimbursement increased up to four-hundred dollars (\$400). Employees covered in Section 1 of this Article 17 who perform equipment repair in the field away from a covered repair facility, shall be reimbursed up to one hundred dollars (\$100) per year for clothing such as rain gear or winter coats.

Up to two hundred dollars (\$200) of the clothing allotment may be used to purchase sturdy work shoes, unless otherwise provided by the County. The footwear should be suitable for the task being performed and provide ankle and foot protection. If the allowance is used for footwear, the footwear must be worn on the job on a regular basis. This allotment can be used to repair or resole sturdy work shoes that are worn on the job.

Safety clothing may be purchased in any style and from any source approved by the department head. Safety clothing shall be worn at all times while on the job and shall not be worn off the job except to travel to and from work. Receipts for clothing and boots shall be required before reimbursement is made.

In addition to the above, certain employees who work on roadways are assigned to positions that cause their clothing to become heavily soiled with grease, oil, asphalt, tar, or other substances as determined by management. These positions typically include those working on asphalt, chip seal, pavement marking, and bridge crews and who are in regular contact with grease, oil, asphalt, tar or other substances.

For employees assigned to the above positions for an entire season the County will provide up to three sets of orange coveralls during each year. It is expected that these coveralls will become unwearable due to excessive soiling prior to new coveralls being provided. Employees who are allowed coveralls as described above, may use their annual clothing allocation toward cleaning/laundry coveralls. Receipts for cleaning/laundry shall be required before reimbursement is made.

#### Section 4. Charitable Contributions

The County agrees to make payroll deductions on behalf of any members of the bargaining unit for United Way contributions provided that the individual employee authorizes the deduction in writing. Additional payroll deductions for retirement and/or pension plans and charities will be made by the County in those instances where fifty percent (50%) or more of the members of the bargaining unit authorize such deductions from their paychecks and further provided that such deductions shall be standardized so that the same percentage and/or same flat dollar amount shall apply to all participants.

#### Section 5. Tool Allowance

Non-probationary employees who are required to provide a substantial number of special tools for use in the course of their employment will be provided an allowance of five hundred dollars (\$500) per year. Such allowance shall be available to employees permanently assigned to the following classifications: Equipment Mechanic, Senior Equipment Mechanic, Equipment Service Worker I, Equipment Service Worker II. Allowances shall be paid on a reimbursement basis with receipts for the purchase of tools. All tools purchased under this Agreement shall be used at County work sites for the repair and maintenance of County vehicles.

#### Section 6. Reimbursement for Employees Assigned to Community Justice Work Crew Coordinator Positions

Employees shall be reimbursed up to two hundred fifty dollars (\$250) per year for clothing. Up to two hundred (\$200) of the clothing allotment may be used to purchase sturdy work shoes, unless otherwise provided by the County. The footwear should be suitable for the task being performed and provide ankle and foot protection. If the allowance is used for footwear, the footwear must be worn on the job on a regular basis.

### **ARTICLE 18 - PER DIEM**

Employees traveling on County business shall receive allowances and reimbursements for expenses, meals, and lodging as set forth by County policy. Expedited cash advances will be allowed for required escorted transportation and other emergency situations.

## **ARTICLE 19 - EVALUATION**

### Section 1. County to Provide Evaluations

The County agrees to evaluate all bargaining unit personnel at least once annually.

### Section 2. Evaluation Format

The County shall be responsible for providing a written format from which to evaluate employees, which format shall be approved by the administrator, with a copy to be provided to the Union. Any future change in evaluation format shall be discussed with the Union prior to implementation of such change.

### Section 3. Discussion of Evaluation with Supervisor

An employee's immediate supervisor shall be obligated to discuss an employee's evaluation with the employee and to provide a written copy of the evaluation to the employee. At that time, the employee will sign the evaluation to acknowledge that he/she has read it, not implying agreement or disagreement with the evaluation. Nothing herein shall preclude an employee from indicating in the space provided on the evaluation form agreement or disagreement with an evaluation. Evaluations shall not be subject to the procedures of Article 22, Settlement of Disputes, unless the evaluation is used in the denial of an anniversary increase.

### Section 4. Evaluation and Personnel File

An employee's evaluation shall remain a part of the employee's personnel file.

### Section 5. Team Work and Innovation

The County encourages innovative ideas, team work, cost saving ideas and original solutions to problems. Evaluations will reflect contributions employees make toward innovation, team work and cost savings. Where the employee has no opportunity for team work or innovation, the evaluation need not reference team work and innovation.

## **ARTICLE 20 - PERSONNEL FILE**

### Section 1. File Maintenance

A personnel file may be established and maintained in each department for each employee. An employee or, upon the employee's written authorization, the appropriate job representative or Union representative, shall have the right to view only his/her official personnel file maintained in the County's Human Resources Department. An employee shall be entitled to a copy of any negative material which is placed in his/her official file. Receipt of any such material shall be acknowledged by the employee or endorsed and dated by two (2) management employees in the event the employee refused to initial the material. Material which is not so endorsed may not be used for any purpose detrimental to the employee.

### Section 2. Employee Disagreement with File

An employee who disagrees with material which has been placed in his/her official personnel file may place a response to such material in the file if such response is received, in writing, by the County, within fifteen (15) days of the date the employee is notified of the placement of the material in the file.

### Section 3. Permanent Record

An employee's official personnel file is a permanent record of an employee's service with the County and is maintained in the County's Human Resources Department.

### Section 4. Removal of Material from File

Material relating to disciplinary action recommended but not taken, or disciplinary action which has been overturned and ordered removed from the official personnel file on final appeal, shall be removed. Material which the parties agree to be incorrect, will be removed, upon request, from an employee's personnel file.

## **ARTICLE 21 - JOB REPRESENTATIVES AND UNION RIGHTS**

### Section 1. Stewards

The Union may designate employees of the County to serve as stewards. Stewards shall assist with investigation of grievances, solving problems before grievances develop, investigation of disciplinary action and administration of this Agreement.

There shall be not more than fifteen (15) stewards throughout the County. It is the Union's responsibility to select stewards; however, each department/program of the County that includes bargaining unit employees shall have a steward designated to represent employees in that department/program. Stewards shall also be selected based on geographic location of County departments. Should the number of bargaining unit employees exceed 550, the Union may add one steward for a total of sixteen (16). Should the number of bargaining unit employees fall below 500, the Union shall delete one (1) steward for a total of fourteen (14). The number of stewards shall be adjusted only once per fiscal year.

The Union shall be responsible for notifying the County of employees who are serving as stewards and shall also designate the departments/program(s) the steward represents. The County shall recognize only employees designated as stewards, officers of the Jackson County Employees Association and Union staff as official representatives in the administration of this Agreement.

A steward or local officer may use up to fifteen (15) hours per calendar year of County time to resolve problems prior to the filing of a grievance and to investigate grievances. Time spent by stewards under this provision will be designated as "steward time" and recorded and reported to the immediate supervisor by the steward or local officer as the time is incurred. If the Union fails to provide current steward names, no County time shall be granted for unnamed stewards. If a steward fails to maintain or provide proper records of time spent, no further County time shall be granted. Stewards and first-level managers are encouraged to resolve problems before the problem becomes a grievance.

### Section 2. Grievance Meetings

To the extent feasible, meetings between the County and the Union under the grievance procedure shall be conducted during regular working hours on County premises and shall be considered time worked. At a grievance meeting, in addition to the affected employee, up to two (2) persons representing the Union including stewards, local officers, or the Union organizer may attend.

### Section 3. Bulletin Board Space

The County shall provide reasonable bulletin board space for the use of the Union in communicating with employees. The Union shall limit its posting of notices and bulletins to such boards.

### Section 4. Attendance at Union Functions

Any employee may use vacation, accrued compensatory time off or unpaid leave to attend a Union function such as General Council, Annual Stewards' Conference, stewards training, etc., provided the employee has requested time off to attend the event at least thirty (30) days in advance of the event, provided no other employee has scheduled leave at the same time or that leave would not affect the efficient operation of the department/program. An employee who selects unpaid leave to attend a Union function other than General Council, shall be responsible for all fringe benefit costs prorated as the result of unpaid leave. Employees who select unpaid leave to attend General Council shall have such time treated as time worked for fringe benefit purposes.

### Section 5. Negotiations

Contract negotiations shall be conducted outside regular working hours. For the purpose of this section working hours are defined as Monday through Friday, 8 a.m. to 5 p.m. Nothing shall prevent an employee from requesting vacation, compensatory time off or leave without pay to attend bargaining.

### Section 6. Reprisals

There shall be no reprisal, coercion, intimidation, disparate treatment or discrimination against any Union steward, officer, or bargaining team member for the conduct of contract administration, grievance handling, contract negotiations, new employee orientations, labor management committee meetings or any other function related to collective bargaining.

## **ARTICLE 22 - SETTLEMENT OF DISPUTES**

### Section 1. Grievance Procedure

Any grievance or dispute which may arise between the parties with regard to the application, meaning, or interpretation of a specific provision of this agreement shall be settled in the following manner:

Step 1 If an employee has a grievance, he/she shall file a written grievance with the employee's immediate supervisor or department director if the employee's immediate supervisor is also the department director. Upon mutual agreement between the County and the Union, where there are group grievances over the same issue involving two (2) or more supervisors, such grievances may be filed and processed at a higher step of the grievance procedure. The employee, if he/she desires, may be assisted by the Union. Any such grievance shall be presented in the following manner at this step within fifteen (15) calendar days of its occurrence, or within fifteen (15) calendar days of the day on which the employee knew or should have known of the occurrence or shall be deemed waived:

- a. A statement outlining the approximate date and nature of the alleged grievance and the person(s) responsible.
- b. The specific provision of the agreement which the grievant believes to have been violated.



- c. The relief sought.
- d. The signature of the employee(s) to include electronic signature(s).

Grievances failing to meet the requirements of Step 1 shall be subject to the time limits of this section and will not be processed if Step 1 requirements have not been completed within such time limits. The immediate supervisor shall then attempt to adjust the matter and respond in writing to the employee with a copy to the Union within fifteen (15) calendar days. If the grievant's immediate supervisor is also the department director, the grievance has not been settled at Step 1, and the employee and the Union choose to pursue the matter, Step 2 shall be inapplicable and shall be processed as provided at Step 3.

Step 2 If the grievance has not been settled between the employee and the immediate supervisor, and the employee and the Union choose to pursue the matter, it must be in writing and include the reasons the employee and Union disagree with the Step 1 response and be presented by the employee or the Union to the department head, or where applicable, the elected official within fifteen (15) calendar days after the immediate supervisor's response is received. That department head or elected official shall respond in writing within fifteen (15) calendar days.

Step 3 If the grievance has not been resolved at Step 2 and the grievant and the Union choose to continue to pursue the matter, it must be in writing and include the reasons the employee and Union disagree with the Step 2 response, and be presented by the employee or Union to the County Administrator within fifteen (15) calendar days after the Department Director's response is received. A date must be selected for a meeting with the County Administrator, or designee within fifteen (15) calendar days. The actual meeting must occur within 45 days of the request unless another date is mutually agreed upon by the Union and the County.

The County Administrator shall have fifteen (15) calendar days after the closing of the hearing to reach his conclusion and respond in writing to the grievant and the Union. If accepted by the grievant, the conclusion of the County Administrator shall be final and binding.

Step 4 If the decision of the County Administrator is not accepted, the Union may submit the matter to binding arbitration under Step 4 within forty-five (45) calendar days from the date the County Administrator's response was due or received, whichever occurs first. The Union must request arbitration in writing, with a copy to the Employment Relations Board requesting a panel of thirteen (13) Oregon and Washington arbitrators within said forty-five (45) calendar days the County Administrator's response was due or received whichever occurs first. Oral reprimands shall not proceed to arbitration. Both the County and the Union shall have the right to strike six (6) names from the panel. The parties shall determine by coin flip who shall strike the first name; the other party shall then strike one (1) name. The process will be repeated, and the remaining person shall be the arbitrator. Both parties shall expedite striking the list and scheduling a hearing. The parties will contact the selected arbitrator within seven (7) calendar days to notify the arbitrator of his/her selection and schedule a hearing at the earliest mutually convenient date.

The power of the arbitrator shall be limited to interpreting this agreement, determining if any provision of it has been violated and resolving the grievance within the terms of this agreement. The decision of the

arbitrator shall be binding on both parties. Costs of the arbitrator shall be borne equally by both parties except that attendance at an arbitration hearing by the grievant and the steward of record only will be considered time worked. Each party shall be responsible for the costs of its own representatives and witnesses at arbitration. Unless waived by mutual consent of the parties, an arbitrator shall have no jurisdiction to consider the merits of a grievance if the arbitrator finds that the matter is not timely under this procedure.

#### Section 2. Self Representation

Nothing in this Article shall preclude an employee from representing himself/herself at Steps 1, 2 and 3 of the grievance procedure, provided that the Union is notified by the County that a grievance has been filed and the time and place of all hearings. A matter shall be submitted to arbitration only by the Union, and individual employees shall have no right under this agreement to proceed independently to arbitration if the Union has made a determination that the claim involved is without merit.

#### Section 3. Time Limits

All time limits provided under this Article shall be measured on the basis of receipt during normal business days and hours of the County, Monday through Friday 8:00 AM to 5:00 PM. Failure by the Union to comply with a time limit shall constitute waiver of the grievance. Failure by the County to comply with a time limit shall move the grievance to the next step. All time limits may be extended by mutual consent of the parties.

#### Section 4. Discrimination

No person shall be discriminated against or disciplined by either the Union or the County, or by anyone acting on their behalf, by reason of their participation in the grievance procedure or in an arbitration proceeding.

#### Section 5. Grievance Filing Procedure

Grievances may be filed in person or by email. If filed via email, the email must be sent to the appropriate person and the Director of Human Resources/Risk and the subject line of the email must read "GRIEVANCE" and include the grievant name(s). Use of County computer pursuant to County policy on personal use of computer system.

### **ARTICLE 23 - CLASSIFICATION REVIEW**

#### Section 1. County to Establish Job Classifications

The County will establish job classifications and will prescribe job content for such classifications. Employees will be classified for pay purposes in accordance with the job assigned.

#### Section 2. Negotiation of Pay Rate

Whenever a substantial change in job classification or a new job classification is instituted by the County, it is agreed that the County will set the rate for such job and will notify the Union. The Union, if it desires to negotiate a rate which is different than has been specified by the County, will notify the County within ten (10) working days of its desire to meet and discuss the matter. In such event, the parties agree to meet within ten (10) days for that purpose. Any mutually agreed extension of time must be in writing. The County's final decision shall not be subject to the Article 22 grievance procedure.



### Section 3. Reclassification Procedure

Where the Union can establish that there has been a substantial change in job content, as opposed to work load, the Union may request reclassification of a position by submitting a written explanation for the proposed reclassification to the administrator's office. The administrator's office shall review the merits of the request. Within fifteen (15) days after receipt of the reclassification request, the administrator's office shall notify the Union of the County's position. If the administrator's office disagrees with the request, the Union shall have fifteen (15) days to present further arguments in support of the request. Any mutually agreed to extension of the time must be in writing.

### Section 4. Pay Rate for Reclassified Employees

An employee who is reclassified shall be placed at the next higher step in the salary range or the first step of the new salary range, whichever is higher. The date of reclassification shall become the employee's anniversary date. In the case of downward and lateral reclassification, salary step and anniversary date will remain unchanged.

## **ARTICLE 24 - HEALTH AND SAFETY REGULATIONS**

### Section 1. Health and Safety Committees and Laws

The County and the Union agree to establish safety committees in accordance with the rules and regulations of OR-OSHA, the Oregon Safe Employment Act (OSEA) or its legal successor, and Oregon Administrative Rules, adopted thereto. These safety committees are to bring workers and management together in a non-adversarial, cooperative effort to promote safety and health in each work-site.

- a. Workplace safety committees shall be established at each of the County's primary places of employment having both management and bargaining unit employees present on a regular basis. Each committee shall consist of an equal number of management and employee members, not more than four (4) in number. If there are 20 or fewer employees, there must be at least two (2) members. If there are more than 20 employees, there must be at least four (4) members. Employee representatives shall be volunteers or selected by their peers. Each committee member must serve a minimum of one (1) year when possible, be compensated at their regular rate of pay, have training in principles of accident and incident investigations for use in evaluating those events, have training in hazard identification, be provided with meeting minutes and represent major activities of their business or in the event of change in regulations, criteria will be as outlined in OR-OSHA regulations at the time. The chairperson of each committee shall be selected by the committee. Each committee shall meet on a regular basis, at least monthly or quarterly where the committee's area of responsibility involves low-risk work environments such as offices.
- b. Each committee may make recommendations to the department head who will address safety concerns and hazards. Should the department head decide not to implement the suggestions of the committee, the committee may refer the decision to the County Safety Committee.

The County Safety Committee will be composed of the chairs of the work place safety committees and an equal number of County representatives. This committee will be headed by a chair elected by the

committee members. The committee shall meet on no less than a quarterly basis. It is the primary duty of this committee to review all safety-related issues not covered by the Work Place Safety Committees, and to review matters referred by the work place committees. This committee shall be directly responsible for all duties outlined in OAR 437-001-0765, but may delegate duties to the work place safety committees. Such delegations shall be in writing. Decisions by this committee will be made by simple majority.

### Section 2. Threats to Employee Health and Safety

Employees who believe that a particular piece of equipment or work place condition poses an immediate threat to any employee's health or safety shall be obligated to report the equipment and perceived threat to the immediate supervisor immediately. The County will investigate such report promptly and the employee shall not be obligated to operate the equipment or be exposed to the work place condition until it is determined by the County the equipment or condition in question does not pose an immediate threat to health or safety.

### Section 3. Drivers Licenses

- a. Classifications requiring a CDL - The following classifications shall be required to have a CDL, and the cost of the CDL license and any related physical examinations shall be the responsibility of the employee:
  - Equipment Operator II
  - Lead Equipment Operator
  - Equipment Services Worker I
  - Equipment Services Worker II
  - Senior Equipment Mechanic
  - Equipment Mechanic
  - Welder
  - Bridge Carpenter
  - Traffic Control Worker
  - Traffic Control Lead worker
  - Herbicide Applicator
  - Senior Bridge Carpenter
  - Landscape Technician
- b. Renewals - All renewal fees and tests shall be the responsibility of the employee, which includes the cost of the CDL license and any related physical examinations for any job required license, except as otherwise specifically provided herein.
- c. Promotion or Transfer Candidates - Employees in classifications which do not require CDLs shall be responsible for all costs to obtain a CDL if the employee becomes promoted or transferred to a position requiring a CDL. The County will continue to provide driver training opportunities for employees who wish to become promoted or transferred to such position. For successful promotional or transfer candidates, the County will make equipment available up to three (3) times for the skills test. A newly promoted or transferred employee must obtain a CDL in sixty (60) days or be returned to his/her former position. The County will pay for any skills test and continue to provide equipment if the skills test is failed as the result of County equipment.

- d. Lost License - For the purpose of this Section, a lost license includes any job required license and is one that is suspended, revoked, canceled, or disqualified or expired.
1. An employee who loses his/her license outside of employment for one (1) year or less, and who is otherwise eligible for a work permit or hardship license, shall receive a five percent (5%) pay decrease for the period of time he/she is without a license providing there is work available at the time which does not require the license. If no work is available for which a license is not required, the employee will not work and will not be compensated, however, they may apply applicable accrued leave during this time period. All fees and costs shall be the responsibility of the employee. The employee shall be returned to his/her regular rate of pay when a hardship license or work permit is obtained and the employee provides proof to the County. If the license is lost and a hardship license or work permit is not obtained within forty (40) days of the loss, the employee shall be terminated upon the close of the forty (40) day period after the loss.
  2. An employee who loses his/her job required license outside of employment for more than one (1) year shall be terminated.
  3. An employee who loses his/her job required regular license or CDL for an offense committed at work shall be terminated.
  4. Any employee who is required to drive as part of their job and whose license is changed to provisional, suspended, revoked, canceled, disqualified, expired or otherwise lost due to citations, restrictions, arrests, or convictions or failure to comply with DMV requirements shall report the change in driving status or actual loss of license to his/her supervisor no later than the next day he/she is scheduled to work. Failure to do so shall result in disciplinary action which may include termination.
  5. The County is not required, and shall not under any circumstance, install an Ignition Interlocking Devices ("IID") on its vehicles or sign an Employer Ignition Interlocking Device Exemption form. A work permit or hardship license with an IID requirement does not satisfy any job requirement for an employee to have a driver's license if the employee is required to drive a County vehicle.

#### Section 4. Alcohol and Drug Testing

Alcohol and Drug Testing will be in accordance with the County Policy in effect on the execution of this agreement, which includes the requirements of the Federal Highway Administration (FHWA). All classifications identified under Section 3 a) of this Article are subject to the FHWA testing requirements, as well as road maintenance workers and any other job classification which may be established, which requires a commercial driver's license.

## **ARTICLE 25 - SAVINGS CLAUSE AND FUNDING**

### Section 1. Savings Clause

Should any article, section, or portion of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof, directly specified in the decision; upon the issuance of such a decision, the parties shall immediately attempt to negotiate a substitute for the invalidated article, section or portion.

### Section 2. Funding

The parties recognize that revenue needed to fund the wages and benefits provided by the agreement is subject to established annual budget procedures and in certain circumstances by vote of the citizens of the County. The wages and benefits provided herein may not be cut unilaterally, but the parties recognize that, if there are insufficient funds to maintain the level of wages and benefits provided herein, the parties will meet and confer on that subject on request of either party. The County cannot and does not guarantee any level of employment in the bargaining unit covered by this agreement. The County makes no guarantee as to passage of budget requests, voter approval thereof, or necessary sources of revenue.

## **ARTICLE 26 - EDUCATION, TRAINING AND DEVELOPMENT**

### Section 1. Time for Education Programs

If an employee requests to attend educational courses which are directly related to an employee's employment and which are only offered during regular working hours, time off for such courses may be approved by the department head provided the time off can be conveniently arranged.

### Section 2. Tuition Payment

The County shall pay incurred tuition/registration and allowable travel, per diem, salary, benefits and all other necessary costs when the County directs employees to attend training, lectures, conferences or conventions. Training opportunities and out-of-state travel shall not be arbitrarily denied.

### Section 3. Temporary Training Assignment

A temporary assignment which is designated in advance as a training assignment, and agreed to as such between the employee and the County, shall not be subject to out-of-class pay. Such training time shall not exceed a maximum of thirty (30) days or two hundred forty hours (240) for such assignment unless extended by mutual consent of the employee and the County. Training assignments and any evaluation of employee performance in connection therewith shall be documented in the employee's personnel file. Employees will be provided with a copy of any written evaluation. Employees interested in future training assignments will notify their supervisor in writing of such interest.

### Section 4. General Educational Opportunities

The County and the Union recognize the importance of continuing education. All employees are encouraged to further their education to every extent possible. When educational opportunities become available, the County shall notify all affected employees, and they shall have an opportunity to express their interest.

#### Section 5. Professional Certification, Licensing or Registration

If professional certification, licensing, or registration is required as part of the job description, the County will provide the necessary training, or will allow time off during working hours to attend necessary courses for maintenance/renewal thereof. The cost required for such courses shall be reimbursed under Section 2 of this Article. Location, cost and scheduling shall be subject to supervisor approval. The provisions of this section do not apply to CDL licensing or related tests. However, the County shall pay the cost of physical examinations to renew a CDL where the employee uses a County selected provider.

### **ARTICLE 27 - POLICIES AND DIRECTIVES**

Copies of all written policies and directives shall be furnished to the Union at the time they are issued.

### **ARTICLE 28 - JOINT LABOR-MANAGEMENT COMMITTEE**

- a. There shall be a Joint Labor-Management Committee. The committee shall consist of ten (10) members: five (5) appointed by the Union (one of whom shall be the Union organizer) and five (5) appointed by the County (to include the County Administrator or designee). Depending on the topic to be discussed, representatives of the Sheriffs Department may be added.
- b. Regular terms for committee members shall be two (2) years. The initial length of members' terms shall be staggered to ensure future continuity.
- c. The committee shall be empowered to make recommendations on broad subjects of mutual interest to the County and the Union, such as training, employee recognition, budget, organizational structure and change, and technological change. Both the Union and management may bring issues to the committee. The Joint Labor-Management Committee shall not deal with matters that are part of the collective bargaining agreement. Issues which are covered by the collective bargaining agreement shall be pursued through the channels defined by the agreement.
- d. The County agrees to use the committee as a forum to provide information to the Union.
- e. Committee recommendations shall be by consensus.
- f. The committee shall meet quarterly. By mutual agreement meetings may be postponed or additional meetings may be scheduled.
- g. The County agrees to provide meeting space and routine support to the committee.

### **ARTICLE 29 - SUBCONTRACTING OF SERVICES**

The Union recognizes the County's right to subcontract services. It is the County's intention to compete for cost effective delivery of services with the private sector, the non-profit sector and other governmental entities.



Should the County determine that subcontracting a particular service might be appropriate and may cause the displacement of bargaining unit employees, the County will so notify the Union.

Prior to subcontracting services, the County and the Union will work together to develop in-house costs to provide the services. The in-house cost to deliver particular services considered for subcontracting shall be used to form the in-house "bid" or quote packages, as determined by the applicable Local Control Review Board (LCRB) process. Should the Union desire to bid on a particular service it shall do so in conjunction with the County based on any requirements, including time lines, issued by the County that would apply to any other bidder. The County will then ask for bids, proposals, or quotes depending on the service to be considered for subcontracting. Upon proposal review or bid opening, the County shall, in accordance with County policy, determine the lowest cost/best value bid, proposal, or quote and shall continue to provide the service through the County or issue a contract depending on the results of the bid process.

The County will make every effort to place employees who are displaced as the result of contracting out County services into other jobs.

Nothing in this Agreement shall require the County to continue to deliver any particular service. The County and the Union recognize the pursuit of cost effective service delivery is continual and nothing in this Agreement shall prevent the County from continuously and informally seeking information regarding others' costs to deliver County services.

In the event of any conflict with the provisions of this Agreement, where employees in the bargaining unit are transferred in accordance with Oregon's Public Employee Transfer Law, the provisions of those statutes shall take precedence.

## **ARTICLE 30 - SCOPE OF AGREEMENT**

The Union and the County acknowledge that they have had the opportunity to present and discuss proposals on any matter which is or may be subject to negotiation. Accordingly, this document constitutes the sole and complete agreement between the Union and the County and it embodies all the terms and conditions concerning the employment of employees in the bargaining unit.

## **ARTICLE 31 - NEW EMPLOYEE ORIENTATION INFORMATION**

The Union shall be granted reasonable time at new Employee Orientations for a representative of the Union to make a presentation on behalf of the Union for the purpose of identifying the organizations' representation status, organizational benefits, facilities, and related information. The individual conducting the presentation must either be the Union organizer, a paid agent of SEIU/OPEU, or a union steward, or any member of the Union Executive Board using appropriate accrued leave (approved by his/her supervisor). The presentation itself shall be no more than ten (10) minutes in length.

The Union may provide information pertaining to Union history, business, Union membership, benefits to be included with information provided by the County to new employees as long as the County continues to provide new employees with information.

The Union shall be responsible for providing sufficient copies of information.

SEIU Local 503, OPEU



Jereme Grzybowski  
Executive Director

10/27/16  
Date

Jackson County



Danny Jordan  
County Administrator

11/3/16  
Date



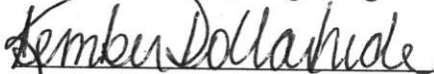
Sarah Weis, JCEA President



Robert Bartalini, Bargaining Delegate



Angela Cruthirds, Bargaining Delegate




Kember Dollarhide, Bargaining Delegate




Jeff Hathaway, Bargaining Delegate



Jim Stith, Bargaining Delegate



Lisa Stuart, Bargaining Delegate



Norma Martinez-HoSang, Organizer

Approved as to Legal Sufficiency:



Joel Benton  
County Counsel