

# **COLLECTIVE BARGAINING AGREEMENT**

Between

**SERVICE EMPLOYEES INTERNATIONAL UNION**

**LOCAL 503,  
JOSEPHINE COUNTY DEPARTMENT OF**

**PUBLIC WORKS**

**EMPLOYEES, LOCAL 496**

And

**JOSEPHINE COUNTY BOARD OF COMMISSIONERS**

**JOSEPHINE COUNTY  
DEPARTMENT OF PUBLIC WORKS**

**July 1, 2015 - June 30, 2018**

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**SEIU Local 503, OPEU  
1730 Commercial Street  
Salem OR 97310-0159**

**Josephine County  
500 NW 6<sup>th</sup> Street  
Grants Pass OR 97526**

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## **COLLECTIVE BARGAINING AGREEMENT**

This Agreement is entered into by the Oregon Public Employees Union, SEIU Local 503, OPEU hereinafter referred to as the "Union," and Josephine County, hereinafter referred to as the "Employer." 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; and to develop a working relationship between the Union and the Employer in which the rights of both parties are to be mutually recognized and respected, to maintain harmonious relations and conditions of employment between the Union and the Employer during the life of this Agreement, and further to provide a systematic method of settling disputes which may arise between the parties signatory hereto.

The parties agree as follows:

### **ARTICLE 1 – RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining agent and representative for all employees of the Josephine County Division of Public Works with the exception of those employees properly excluded from the bargaining unit. For purposes of clarification, employees in the following classifications are eligible to be represented by the Union:

- |                                |                                    |
|--------------------------------|------------------------------------|
| 1. Road Maintenance Worker I   | 7. Journeyman Mechanic             |
| 2. Road Maintenance Worker II  | 8. Lead Mechanic                   |
| 3. Road Maintenance Worker III | 9. Traffic Control Coordinator     |
| 4. Road Maintenance Worker IV  | 10. Vegetation Control Coordinator |
| 5. Vehicle Service Worker      | 11. Road Surface Coordinator       |
| 6. Mechanic                    |                                    |

Temporary employees are limited to no more than six (6) months' employment, and are not part of the bargaining unit. Additionally, part-time and contract employees are not part of the bargaining unit and thus are not covered under this Agreement.

### **ARTICLE 2 – MAINTENANCE OF STANDARDS**

The Employer agrees that all conditions of employment in its individual operations relating to wages, hours of work, overtime differential and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, except where those standards have been modified through collective bargaining.

### **ARTICLE 3 – NON-DISCRIMINATION**

#### **Section 3.1 Non-Discrimination and Harassment.**

The County and the Union agree that they will fully comply with applicable laws regarding discrimination and harassment. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit

without discrimination or harassment as to age, marital status, disability, race, color, creed, sex, national origin, union membership, political affiliation, or other protected classes.

### **Section 3.2 Complaint Procedure.**

Claimed violations of Section 3.1 may be pursued through the County's identified complaint procedure, the grievance procedure contained in Article 24 of this Agreement, or alternate legal procedures. The County's complaint procedure states that employees who have harassment/discrimination complaints should make a report to their supervisor and/or Director. If this is not appropriate or comfortable for the employee, employees are urged to seek assistance directly from the Human Resources Office.

Supervisors who receive complaints from employees shall report such complaints immediately to the Director and the Human Resources Office. After notification of an employee's complaint, a confidential investigation will immediately be initiated by the Human Resources Office to gather all of the facts about the complaint. All employee complaints will initially be evaluated by the County Human Resources Office to determine if there appears to be a violation of Section 3.1. Those employee complaints that do not appear to be violations of Section 3.1 may be forwarded to the Director for immediate evaluation and timely follow-up.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

Except as otherwise specifically limited by the terms of this Agreement, the Employer retains all the customary, usual and exclusive rights, decision-making, prerogatives, functions and authority connected with, or in anyway incident to, its responsibility to manage the affairs of the County, or any part of it. The rights of the Employer are not subject to negotiation or the filing of grievances. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the Employer shall include the following:

- (a) To determine the services to be rendered to the citizens of the County.
- (b) To determine and to follow, the Employer's financial, budget and accounting procedures.
- (c) To direct and supervise, all operations, functions, policies and reasonable work rules of the department in which the employees in the bargaining unit are employed.
- (d) To close, or liquidate, any office, branch, operations or facility, or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, operations, or facilities so long as such action is not in violation with the provisions of this Agreement or implemented in an arbitrary, capricious, or discriminatory manner.
- (e) To manage and direct, the work force including, but not limited to, the right to determine the methods, processes and manner of performing the work; the right to hire, promote and retain employees; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies.
- (f) To determine the need for a reduction or an increase in the work force.
- (g) To establish, revise and implement standards for hiring, classification, promotion, and quality of work,

safety, materials and equipment.

- (h) To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- (i) To contract, or subcontract, work as may be determined by the Employer.
- (j) To assign shifts, workdays, hours of work and work locations.
- (k) To designate and to assign, all work duties.
- (l) To determine the need for new employees.
- (m) To determine and enforce, minimum qualification requirements of all employees, and to make transfers and promotions of employees as needed.
- (n) To discipline, suspend, demote, or discharge an employee.
- (o) To determine the need for additional courses, training programs, on-the-job training and cross-training, and to assign employees to such duties for such periods to be determined by the Employer.

## **ARTICLE 5 – UNION RIGHTS**

### **Section 5.1 Union Representation.**

- (a) The Union shall provide the Employer and the County Human Resources Office with a list of authorized representatives who may be allowed to visit the work areas of employees. Visitations are limited to times of break, lunch and after hours or those times which have the approval of the Director of Public Works or his designated representative. Such approval shall not be unreasonably withheld.
- (b) Designated Union Stewards may be granted reasonable time off during regularly scheduled working hours without loss of pay or other benefits to investigate and process grievances.
- (c) There shall be no reprisal, coercion, intimidation, or discrimination against any Union Steward for the conduct or the function described herein.

### **Section 5.2 Bulletin Boards.**

The Employer shall maintain current bulletin board space for the use of the Union in communicating with employees. The only material allowed on the bulletin board shall have the signature of the authorizing union officer.

### **Section 5.3 List of Employees.**

The Employer will provide a listing of new employees who are hired by the Division to the Union Shop Steward within thirty (30) days of their hire date.

### **Section 5.4 Union Dues.**

The Employer agrees to deduct the regular Union membership dues plus any additional voluntary Union deductions, upon the written, electronic or recorded oral request from an employee. The aggregate deductions of all employees shall be remitted together with an itemized statement to the Union no later than the fifteenth (15th) day of the month following the month for which the deductions were made. Any discrepancy in the amount remitted to the Union shall be corrected no later than the twentieth (20th) of the same month. All applications or cancellations of membership shall be submitted by the employee to the Union. Any written applications for Union membership and/or authorizations for Union dues and/or other deductions or dues cancellations which the County receives shall be promptly forwarded to the Union. The Union will maintain the written, electronic and recorded oral authorization records and will provide copies to the Employer upon request.

Any written, electronic or recorded oral dues deduction authorizations submitted that contain the following provision will cease only upon compliance by the employee with the stated conditions as follows:

This authorization is irrevocable for a period of one year from the date of execution and from year to year thereafter unless not less than thirty (30) and not more than forty-five (45) days prior to the end of the annual period or the termination of the contract between my employer and the Union, whichever occurs first, I notify the Union and my employer in writing, with my valid signature of my desire to revoke this authorization.

The Union will indemnify and hold the Employer harmless against any claim as a result of the Employer's carrying out the provisions of this Article.

### **Section 5.5 Fair Share.**

- (a) This section shall be known as the Fair Share Agreement. Employees, who, on the effective date of this Agreement, are members of the Union shall either remain members in good standing or make a payment in lieu of dues to the Union. Those employees who are not dues-paying members of the Union shall contribute each month a payment in lieu of dues in an amount equal to the monthly Union dues. Those contributions shall commence the first of the month following the first full month in which this Agreement is in effect. Employees hired after the date of ratification shall commence payments the first of the month, following the month in which they were employed. The Union shall set regular dues, if any, which shall automatically be withheld from all employees in the bargaining unit by payroll deduction.
- (b) Any employee who is a member of a church or religious body having a bona fide religious tenet or teaching which prohibits association with a labor organization, or the payment of dues to it, shall pay an amount of money equivalent to regular dues to a nonreligious charity or to another charitable



organization mutually agreed upon by the affected employee and a representative of the labor organization to which the employee would otherwise be required to pay dues.

### **Section 5.6 Reorganization Notice.**

The Union shall be advised of any significant reorganization which may affect employees' pay, classification, or geographical location.

### **Section 5.7 Strikes and Slowdowns.**

The Union and its members, as individuals or as a group, will not initiate, cause, permit, participate, or join in any strike, work stoppage, slowdown, picketing or any other restriction of work. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Union, or by any other labor organization, when called upon by the Employer to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the Employer against any employee or employees engaging in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the Employer, and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the Employer.

In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately, upon notification, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage, or by whether such subject matter is or is not subject to the grievance provision of this Agreement. The Employer will not impose a lockout upon either the Union or its members during the life of this Agreement.

## **ARTICLE 6 – NEGOTIATION PROCEDURE AND MEETINGS**

### **Section 6.1 Meetings.**

Meetings for the purpose of labor relations and/or contract administration between the Employer and the Union may be held, if practicable, during regular working hours on the premises of the Employer and without loss of pay to authorized participating employees. The number of participating employees representing the Union, exclusive of any aggrieved employee, shall be limited to two (2) without loss of pay.

### **Section 6.2 Labor Negotiations.**

Meetings shall be conducted fifty percent (50%) on working time and fifty percent (50%) on non-working time. Three (3) members of the Union's Bargaining Committee shall be granted time off with pay if negotiations are during working hours.

## **ARTICLE 7 – PERSONNEL RECORDS**

### **Section 7.1 Location and Review of File.**

The official personnel file, both paper and electronic, shall be maintained in the Human Resources Office and is solely the property of the County. Upon reasonable request, an employee or, upon written authorization from the employee, the Union Representative may review or copy the employee's paper and electronic personnel and/or unofficial personnel file, except for references from previous employers, workers' compensation claims documents, medical information, and other information which is prohibited from disclosure by law.

### **Section 7.2 Critical Material.**

No material reflecting critically upon the employee may be placed in the employee's personnel file that does not bear the signature of the employee or a statement by the employee's supervisor that the employee has seen the material and been provided a copy. Letters of caution, consultation, warning, admonishment, work improvement and reprimand; and suspensions, salary reductions and demotions shall be considered temporary contents of the personnel record, and shall not be used after three (3) years and may be removed earlier by mutual agreement, if there are no recurrences of a similar nature. Such materials shall be removed from the personnel file after three (3) years. The removal of disciplinary material is to be at the written request of the employee or his Union Representative. The employee will be informed when any material is removed from their personnel file. Material placed in the personnel file not in conformance with this Article will not be used by the Employer in any subsequent evaluations or disciplinary proceedings involving the employee.

### **Section 7.3 Employee Notice.**

Employees shall be given a copy of those "Personnel Actions" affecting their pay or classification.

### **Section 7.4 Employee Signature.**

Signatures required by the Employer on any document that may be placed in the employee's personnel file, or may be used by the Employer to support their position in a labor dispute shall confirm only that the supervisor has discussed and given a copy of the material to the employee, and does not indicate agreement or disagreement. In the event the employee does not concur with the material, a letter of explanation may be attached to the document and shall be placed in the personnel file.

## **ARTICLE 8 – HOURS OF LABOR**

### **Section 8.1 Workweek.**

- (a) For payroll purposes, the workweek shall be defined as a seven-day period beginning at 12:00 a.m. on Sunday, and ending at 12:00 (midnight) on Saturday.

- (b) The regular work schedule and the regular hours of labor for all employees shall consist of five (5) consecutive eight (8) hour days.
- (c) The Employer reserves the right to establish a forty (40) hour workweek consisting of four (4) ten (10) hour days. In the event that the workdays are non-consecutive, the Employer shall assign the non-consecutive work schedule not to exceed four (4) consecutive work weeks per employee unless mutually agreed.

**Section 8.2 Workday.**

For payroll purposes, the workday shall be defined as the twenty-four (24) hour period commencing at 12:00 a.m. and ending at 12:00 p.m.

**Section 8.3 Report Pay and Minimum Call Back Pay.**

An employee who reports to his/her scheduled shift shall receive a minimum of two (2) hours of pay during the current workday. Employees called to work outside their regular shift shall be compensated for a minimum of two (2) hours of pay, if the call-in request is made any time during the employee's off-duty hours.

**Section 8.4 Schedule Change.**

If an employee's regularly assigned work schedule is to be changed, the Employer shall make reasonable effort to notify the employee at least seven (7) days in advance of the schedule change. In the event that seven (7) days notice is not provided, the employee will receive one time payment of two (2) hours of straight-time pay for the schedule change occurrence.

**Section 8.5 Breaks.**

All employees in the bargaining unit shall receive a rest period of fifteen (15) minutes in every four (4) hours working time, or major fraction thereof to be taken insofar as practicable in the middle of such working period. Should the Employer implement a four (4) day ten (10) hour workweek, each employee affected shall receive a twenty (20) minute break in the middle of each five (5) hour working period. Said breaks shall not be taken if the interruption would be detrimental to the efficient operation of a task in progress. Employees shall be granted an unpaid thirty (30) minute lunch break to be taken as close to the middle of the work shift as practicable.

**Section 8.6 Absent Without Leave.**

Any employee who fails to report for scheduled work for two (2) consecutive days shall be considered as having abandoned their position and resigned their employment. The County may declare the position vacated except, and unless, the employee provides evidence that the employee was unable to notify the supervisor of the absence by reason of sickness, physical disability, or other legitimate reason beyond the employee's control.

## **ARTICLE 9 – OVERTIME**

### **Section 9.1 Overtime Calculation.**

This Article is intended only to provide a basis for the calculation of overtime and none of its provisions shall be construed as a guarantee of any minimum or maximum hours of work or weeks of work to any employee or to any group of employees.

### **Section 9.2 Overtime Compensation.**

Employees who qualify for overtime shall be compensated for overtime work at the rate of time and one-half (1-1/2) their regular hourly rate under any of the following conditions, but compensation shall not be paid twice for the same hours.

- (a) All work performed in excess of eight (8) hours in a workday when assigned five (5) eight (8) hour days, or ten (10) hours in a workday when assigned four (4) ten (10) hour days, except for those working an irregular workweek where the number of hours have been mutually agreed upon between the Union and the Employer.
- (b) All work performed in excess of forty (40) hours in any workweek.
- (c) All overtime shall be calculated to the nearest fifteen (15) minutes.
- (d) All authorized work performed on regularly scheduled days off and holidays shall be compensated as overtime. Overtime for holidays shall be in addition to his/her normal pay.

### **Section 9.3 Overtime Notice.**

The Employer shall give as much notice as possible of overtime to be worked.

### **Section 9.4 Overtime Distribution.**

Overtime shall be distributed as equally as feasible among qualified employees customarily performing the kind of work required, and currently assigned to the work section in which the overtime is to be worked.

### **Section 9.5 Compensatory Time.**

All non-exempt employees shall receive compensatory time off at the rate of time and one-half (1-1/2) for overtime worked, unless the Employer elects to pay cash for such overtime. Except in instances when the overtime work results from circumstances beyond the Employer's control, the Employer shall advise affected

employees at the time overtime work is assigned, whether it will be compensated in the form of compensatory time off or cash. If two (2) or more employees request the same period of time off in utilizing compensatory time off and the matter cannot be resolved by agreement of the employees concerned, the employee having the greatest length of service with the Employer shall be granted the time off, provided, however, that an employee shall not be given this length of service consideration more than once a year. Employees shall be allowed the option of taking compensatory time in combination with paid leave. Compensatory time may be accumulated to a maximum of eighty (80) hours. Compensatory time may be taken upon the request of the employee if the supervisor agrees, based on the associated costs and operating needs of the Division.

**Section 9.6 Overtime Payment.**

Payment for overtime shall be made no later than the seventh (7th) day of the month following the pay period in which the overtime is worked. Cash payment is at the rate earned by the employee at the time the work was performed.

**Section 9.7 On-Call.**

An 'On-Call' assignment shall mean a specific period of time in which an employee is required to be near a telephone, cell phone or provided pager and able to respond immediately to a specific service need of the County. An employee shall be placed in an on-call assignment status, for a specific classification and for a specific period of time, in the following way: 1) volunteers will first be sought; 2) employees in the classification will be surveyed to determine availability for the period of time needed; and 3) employees will be assigned on a rotational basis by classification.

**Section 9.8 Compensation While On-Call.**

An employee shall be compensated at the regular straight time rate for 'On-Call' duty time at a rate of two (2) hours for a sixteen (16) hour period of time (an assignment directly following a regularly scheduled work day), and a rate of four (4) hours for a twenty-four (24) hour period of time (an assignment for a weekend or holiday). Employees who are called back to perform county service shall receive a minimum of two (2) hours of report pay in addition to said 'On-Call' compensation. Compensation for 'On-Call' shall be credited at the regular non-overtime rate and shall be credited to the compensatory leave time bank of the employee.

**ARTICLE 10 – HOLIDAYS**

**Section 10.1 Recognized Holidays.**

The following days are holidays for regular employees:

New Year's Day	January 1
Martin Luther King, Jr. Birthday	Third Monday in January
Presidents' Day	Third Monday in February

Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following fourth Thursday in November
Christmas Day	December 25

Whenever a holiday falls on Sunday, the following Monday shall be considered a holiday. When a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. All regular employees are entitled to ten (10) paid holidays per year. Supervisors of employees working unusual shifts must exercise care to ensure that such employees receive another day off whenever a holiday falls on a regularly scheduled day off. Holidays which occur during paid leave shall not be charged against such leave.

**Section 10.2 Holiday Work.**

Employees required to work on days recognized as holidays which fall within their regular work schedules shall be entitled, in addition to their regular hourly salary, to compensatory time off or cash paid for all time worked at the rate of time and one-half (1-1/2).

**Section 10.3 Holiday Pay.**

An employee shall receive cash for holiday time worked unless he/she elects to receive compensatory time off. If an employee wishes to receive compensatory time off in lieu of cash, he/she must request this method of compensation no later than the first (1st) workday following the holiday worked. An employee who does not have any earnings from work or paid leave in a calendar month will not qualify for holiday pay or compensatory time for any holiday that falls within that month.

**Section 10.4 Ten Hour Workday.**

When on a ten (10) hour workday, as a normal scheduled work shift, an employee shall earn eight (8) hours of holiday pay. The other two (2) hours not worked on the holiday shall be taken as paid leave, compensatory time (if available), or leave without pay, as determined by the employee.

**ARTICLE 11 – ILLNESS AND INJURY LEAVE**

Paid leave is provided by the County to cover illness or injury under Article 13. Paid Leave (PTO).

**Section 11.1 Illness or Injury.**

An employee may utilize accrued paid leave when he or she is unable to perform his or her work duties by reason of illness or injury, necessary medical or dental care, exposure to contagious disease under circumstances in which the health of the employees with whom the employee associates or members of the public necessarily dealt with by the employee would be endangered by the attendance of the employee, or by illness in the employee's immediate family.

**Section 11.2 Doctor Certification.**

Certification of an attending physician or practitioner may be required by the Employer to support the employee's claim for paid leave if the employee is absent in excess of three (3) days, or if the Employer has evidence that the employee is abusing paid leave for illness or injury. Additional cost, if any, of such certification shall be paid by the Employer. The Employer may also require such certificate from an employee to determine whether the employee should be allowed to return to work, where the Employer has reason to believe that the employee's return to work would be harmful to either the employee or to others.

**Section 11.3 Workers Compensation.**

When an injury or illness occurs in the course of employment, the injured or ill employee may utilize accrued paid leave or compensatory time to receive the difference between payments received under Workers Compensation and the employee's regular salary (net after taxes). In such instances, prorated charges shall be made against the employee's accrued paid leave banks. If paid leave hours become exhausted, the employee will be contacted in writing by the Human Resources Office regarding insurance and payroll withholdings.

The County will continue to provide health benefits for employees who continue to pay the employee portion of the health insurance premium.

**Section 11.4. Injury or Illness Leave Notice.**

An employee shall notify his/her supervisor, when reasonably possible, not less than thirty (30) minutes before his/her shift if he/she is unable to report to work as specified herein.

**ARTICLE 12 – OTHER LEAVES**

**Section 12.1. Jury Duty.**

Employees shall be granted leave with pay for service with a jury, and the employee must not waive payment of jury duty fees, and shall forward the jury duty fees to the County Finance Office.

**Section 12.2. Emergencies or Disasters.**

Employees shall be granted leave with pay for instances when they are unable to report for their regular duties because of natural disasters beyond their control, because they are needed to work for the safety of their family or to prevent property damage, or because they are needed to help rescue operations to save life and property. Supervisors may grant leave under this paragraph only when the Board of County Commissioners has determined that these conditions exist.

### **Section 12.3 Military and Peace Corps Leave.**

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

### **Section 12.4 Family and Medical Leave.**

Leave may be taken by eligible employees pursuant to the Family Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA). Employees must make application for Family Medical Leave at least 30 days prior to the event or as soon as they become aware of the need for such leave. The employee is expected to make application for Family and Medical Leave for FMLA/OFLA qualified absences due to illness or injury beyond three (3) days.

An employee who is qualified for and utilizes leave under the provisions of this section shall have all such leave time counted towards the annual amount allowed under FMLA and OFLA. Unless designated by the employee, leave banks will be reduced in the following order: paid leave, compensatory leave, holiday compensatory leave, frozen paid leave. In the event that leave banks are depleted the employee will be in approved leave without pay status through the remainder of the qualified leave. The County shall continue to make the contributions for insurance coverage while the employee is on qualified leave, and the employee shall be required to pay any required employee's portion of premiums for such coverage to stay in effect for the full term of the leave.

The County may require medical certification(s) to support a request for leave and may require additional medical opinions as allowed under FMLA and OFLA regulations. Fees associated with the completion of the medical certification forms, or additional medical opinion not covered by insurance, shall be paid by the County in accordance with FMLA and OFLA regulations.

Upon return from Family and Medical Leave, employees shall be restored to their original or equivalent positions with equivalent pay and benefits. If the Family and Medical Leave was for the employee, the employee may be required to provide a medical release upon returning to work. The use of paid leave to attend to a family member shall be limited to time qualified under FMLA/OFLA.

### **Section 12.5. Bereavement.**

Where paid leave is taken due to a death in the employee's immediate family, a maximum of five (5) days of paid leave usage will be allowed, unless the County grants additional time due to unusual circumstances.

### **Section 12.6 Leave Without Pay.**

- (a) In instances where the work will not be seriously handicapped by the temporary absence of an employee; the Department Head, in coordination with the Human Resources Director, may grant a leave



of absence without pay not to exceed six (6) months. Requests for such leave must be submitted in writing and must establish reasonable justification for approval of the request. Normally, such leave will not be approved for an employee who is accepting employment outside the County's service. Employees must exhaust all available paid leave before they will be granted an unpaid leave of absence of any type.

- (b) Employees shall automatically move into leave without pay status when leave banks and donated hardship leave hours are depleted during Family and Medical Leave, and applicable leave laws shall govern.
- (c) When leave without pay is granted for illness or injury not qualified under Family and Medical Leave, the County may choose to require that the employee submit a certificate from the attending physician or practitioner. In the event of a failure or refusal to supply such certificate, or if the certificate does not clearly show sufficient evidence to preclude the employee from the performance of duties, such unpaid leave shall be canceled and the employee's services terminated.
- (d) Employees who are on leave without pay in excess of three (3) days in a calendar month shall be required to pay a prorated health insurance premium, except when on Family and Medical Leave or other legally protected status.
- (e) An employee will not accumulate paid leave hours during any month in which leave without pay is in excess of three (3) days or in which any suspension without pay is in excess of three (3) days.
- (f) Failure to obtain approval for leave without pay prior to such absence, and as provided herein, may result in discipline up to and including the termination of employment.
- (g) When the Department Head determines it to be in the best interest of the County due to budgetary and operational considerations, an employee requesting voluntary leave without pay may be granted such leave not to exceed 90 days. During such period of voluntary leave without pay the employee will work or utilize paid leave hours sufficient to cover withholdings. The County will pay the regular health insurance premiums for this period. The employee will not be required to exhaust all available and accumulated paid leave prior to taking such voluntary leave.

### **Section 12.7 Failure to Return from Leave.**

Any employee who has been granted a leave and who, for any reason, fails to return to work at the expiration of said leave shall be considered as having resigned his/her position with the County, and the position shall thereupon be declared vacated, unless the employee is on leave status protected under state/federal laws or he/she has furnished evidence that he/she was unable to return to work by reason of sickness, physical disability, or other legitimate reason beyond his/her control.

### **Section 12.8 Hardship Leave.**

Applicants for hardship leave shall apply in writing to the Human Resources Director, or designee, accompanied by the treating physician's written FMLA statement certifying that the prolonged serious health condition of the employee, or a prolonged serious health condition in the employee's immediate family, will

continue after the employee is projected to exhaust all accumulated paid leave. Hardship leave is not intended to cover intermittent FMLA leave nor a period of time that precedes the date of the hardship leave request.

Upon determination that the written request satisfies the hardship leave requirements, the County shall approve one leave totaling at least one calendar week in length, and not more than ninety (90) calendar days, during the term of this Agreement. Approval shall be subject to availability of donations from County employees to cover all hardship leave costs. The Human Resources Director, or designee, shall initiate and collect donation(s) on a form the County provides that includes a donation closing date. The donation closing date will be three (3) weeks after the date of request. Hardship leave applicants are not to solicit employees for donations and employees may ask that the donations be kept confidential.

Employees may donate accumulated paid leave to an employee who qualifies for hardship leave. The donated paid leave shall be donated in increments of two (2) hours, and such donated leave will be credited on an hour-for-hour basis to the paid leave account of the employee to whom it is donated as needed. Employees who receive such donated leave shall only be credited with such amounts as required to continue compensation during the period of hardship leave. Excess contributions of paid leave shall be returned to the employees who donated paid leave in the proportion of the contribution by the donating employees and the use by the hardship employee.

**ARTICLE 13 – PAID LEAVE (PTO)**

The Paid Leave (PTO) program is effective January 1, 2014. Hours accrued as of December 31, 2013 under the vacation/sick program shall be converted to a combined paid leave balance. The paid leave program maximum accrual limits shall be applied to such converted hours.

**Section 13.1 Paid Leave (PTO Plan).**

Paid leave is a period of time in which employees receive compensation but during which County assigned work and responsibility is suspended. Paid leave also provides for compensated time for employees who are absent due to personal illness, a death in the immediate family, or emergency needs due to illness of an immediate family member.

**A. Accrual Rates.**

Full-time employees shall accrue paid leave in accordance with the following schedule:

Months of Completed Continuous Service	Monthly Hours Accrued	Total Paid Leave Hours Accrued/Year
1-6 months	16.0 hours	96 hours
7 - 24 months	17.5 hours	210 hours/year
25 - 60 months	19.5 hours	234 hours/year
61 - 120 months	21.5 hours	258 hours/year
121 - 180 months	23.5 hours	282 hours/year

More than 180 months

25.5 hours

306 hours/year

## **B. Probationary Period.**

Initial probationary employees shall not be eligible to take or use paid leave, except due to the illness or injury of the employee, a covered serious health condition of a member of the employee's immediate family as covered under FMLA, or due to a death in the employee's immediate family, for the first six (6) months of continuous employment. Employees may not use or be compensated for paid leave accruals until they are earned.

## **C. Utilization.**

1. Employees requesting time off for personal reasons shall provide supervision with as much advance notice as practical and reasonable. Use of leave in excess of three (3) days, for reasons other than illness or injury, requires advance supervisory approval.
2. An employee may utilize accrued paid leave when he or she is unable to perform his or her work duties by reason of illness or injury, necessary medical or dental care, exposure to contagious disease under circumstances in which the health of the employees with whom the employee associates or members of the public necessarily dealt with by the employee would be endangered by the attendance of the employee, or by illness in the employee's immediate family.
3. Beginning in their third calendar year of employment, employees are required to take a minimum of forty (40) hours of paid leave in a calendar year.
4. Employees shall be permitted to request paid leave for the purpose of vacation on either a split or an entire basis. Upon request, employees will submit to the Director, or designee, a non-binding forecast of their expected vacation requests not later than March 1 of each calendar year. Employees shall have the right to determine vacation times, subject to the Director's or designee's, judgment as to the scheduling required for public service, the needs of an efficient operation, as well as the County's right to arrange scheduling so that each employee has an opportunity, if she or he chooses, to use paid leave during the calendar year. Subject to the considerations set forth above, vacation time shall be selected on the basis of County seniority provided, however, that each employee will be permitted to exercise his/her right to seniority only once annually. Such exercise of this seniority right shall be submitted to the Director or supervisor in writing. Conflicting requests for the same vacation time shall be resolved on the basis of prior scheduling.

Leave requests submitted after March 1 shall be submitted in writing on a form provided by the County with as much advance notice as practical. The request shall be approved or denied in writing within two (2) calendar weeks of receipt of the request using the same County form submitted by the employee. Requests that are denied will include the reason(s) for the denial.

## **D. Leave or Suspension.**

An employee shall not accumulate paid leave during any month in which leave without pay is in excess of three (3) days or in which any suspension without pay is in excess of three (3) days.

#### **E. Maximum Accumulation.**

An employee's maximum paid leave accumulation shall not exceed 1000 hours.

#### **F. Paid Leave at Termination.**

A probationary employee who terminates employment prior to completing his/her initial probationary period shall not be entitled to cash compensation for paid leave hours accrued. Regular employees shall be entitled to one hundred percent (100%) of the total paid leave accrued up to a maximum of 200 hours. Employees may not take vacation after having provided notice of termination of employment. In the event of death, compensation for accrued leave shall be paid in the same manner that salary due to the decedent is paid. If separation from County Service is due to retirement, all accrued paid leave hours up to a maximum of 800 hours shall be reported to PERS and included as PERS subject compensation at the rate of fifty percent (50%) if permitted by PERS.

### **Section 13.2 Accumulated 'Paid Leave Program' Hours Earned Prior to January 1, 2006.**

#### **A. General**

Effective January 1, 2006, the Paid Leave Program was replaced with a leave program consisting of vacation leave and sick/personal leave. The amount of accrued Paid Leave hours/credits as of January 1, 2006 became the amount of Paid Leave hours/credits 'frozen' into each eligible employee's account. The following options are available to employees who choose to voluntarily convert/exchange Paid Leave from their 'frozen' hours/credits:

- a. Retain and cash in upon retirement or departure as covered in Section 14.2.B (Paid Leave at Termination).
- b. Sell back on a monthly basis at one hundred percent (100%) at fifteen (15) hours/month.
- c. Cash in all or a part of accrual, as a lump sum, at seventy-five (75) cents on the dollar immediately, or at a later time.
- d. Place into a deferred compensation program, at full dollar value, not to exceed \$3500 per year.
- e. Retain and use as paid time off (including for sick/personal leave) with approval from supervision.
- f. Any combination of the above.

The Finance Office has a form available for employees to utilize for allowable Paid Leave conversion/exchange.

#### **B. Paid Leave at Termination**

1. Initial Probationary Terminations. An employee who terminates prior to completing six (6) continuous months of her or his initial probationary period shall not be entitled to cash compensation in lieu of Paid Leave.
2. General Terminations. Employees separated from County service, for reasons other than retirement, shall be entitled to cash compensation for one hundred percent (100%) of the first three hundred (300) hours of his or her accrued Paid Leave. The remaining hours of Paid Leave shall not be compensated.
3. Retirement Terminations
  - a. An employee who retires is entitled to cash compensation at their then current hourly rate to a maximum of nine hundred (900) hours of accrued paid leave. Employees who retire under PERS prior to age 58 shall receive cash compensation for one hundred percent (100%) of the first 300 hours of accrued paid leave, with the remainder of any accrued paid leave reduced by eight percent (8%) for each year earlier than age 58, with the exception that of a PERS General Service Employee who retires with thirty (30) years of service.
  - b. In case of death or permanent disability, compensation for all accrued Paid Leave hours shall be paid to the employee or their heirs.
  - c. All compensation received by employees due to retirement shall be included as PERS subject compensation, if permitted by PERS.

## **ARTICLE 14 – COMPENSATION PLAN**

### **Section 14.1 Maintenance of Compensation Plan.**

The Employer shall maintain a compensation plan for positions in the Union service. The plan shall include for each class a minimum and maximum rate and such intermediate rates as are considered necessary or equitable. The ranges shall reflect the relative responsibilities of the class, availability of labor, prevailing rates, or pay and financial conditions of the County.

In order to assist in keeping the compensation plan equitable, a study of prevailing salary rates shall be conducted by a joint labor management committee consisting of equal numbers of management and union representatives. There will be at least one representative each from roads and fleet for the Union. The committee shall convene and have a recommendation completed by September 2017 to review the pay grades of all SEIU Local 503 Public Works represented positions and shall work together to make a joint report to the Board of County Commissioners. Thereafter the committee will meet at least every three (3) years. The goal is to bring the positions identified and surveyed by the County and the Union to within 10% of the average comparable. It is recognized by the parties that increases or decreases in a classifications pay grade must be jointly agreed upon. If the Union and County cannot agree to the results of the joint wage study, then the County will agree to hire a mutually agreed upon firm to conduct an independent study. The cost of the study shall be split equally between Union and County.

## **Section 14.2 Administration of Compensation Plan.**

- (a) Rates of Pay. Each employee shall be paid at one of the rates in the salary range for the class in which he/she is employed.
- (b) Wage Increases:
  - 1. Effective January 1, 2016 the compensation for bargaining unit employees in all pay grades (Step 1 and higher) shall increase the equivalent percentage to 100% of the US CPI-W for the November to November period preceding January with a maximum of 0% and a minimum of 0%.
  - 2. Effective January 1, 2017 the compensation for bargaining unit employees in all pay grades (Step 1 and higher) shall increase the equivalent percentage to 100% of the US CPI-W for the November to November period preceding January with a maximum of 0% and a minimum of 0%.
  - 3. Effective January 1, 2018 the compensation for bargaining unit employees in all pay grades (Step 1 and higher) shall increase the equivalent percentage to 100% of the US CPI-W for the November to November period preceding January with a maximum of 4% and a minimum of 0%.

Effective pay rates are found in Appendix "A" of this Agreement.

- (1) Probationary Increases for New Employees. Every new employee who satisfactorily completes a probationary period of one (1) continuous year shall become a regular full-time employee. The first step shall be the base salary. Following six (6) months of continuous employment, based on the adjusted payroll anniversary date, the employee shall receive a six (6) month step increase. The intent behind this six (6) month increase is to assist new County employees in the requirement that they pay six percent (6%) of their gross monthly wages to the Oregon Public Employees Retirement System (PERS) after six (6) months of continuous employment. Upon satisfactory completion of an employee's probationary period, the employee shall move up an additional one (1) step in the salary schedule. The date of this increase is the employee's payroll anniversary date. Employees having less than one (1) year of employment shall be probationary employees.
- (2) Promotional Increase. When an employee is promoted, the employee shall move to the new salary pay grade and shall be placed at a new salary step which provides a salary increase in an amount closest to, but not less than, a two (2) step increase in their pre-promotion pay grade. The date of this increase shall then become the employee's payroll anniversary date.
- (3) Reclassification Upward. When an employee is reclassified upward, the employee shall be placed at a new salary step that is closest to, but not less than, the employee's salary step of their pre-reclassification pay grade. The date of this increase shall not reset the employee's payroll anniversary date.
- (4) Proficiency Pay Increases. All regular employees shall be eligible for a one-step pay increase (not to exceed Step 9 of Appendix A) one (1) full working year after completing probation, and each full year thereafter upon their payroll anniversary date, providing they receive an overall

satisfactory performance appraisal. Employees continue to be eligible for pay step increases until they reach the top of their salary range. Denials of proficiency pay shall be subject to the grievance procedure.

Employees who attain journeyman level of job proficiency before reaching the maximum step must continue to serve one (1) year between each successive one-step pay increase. The Director may encourage employees to enhance their job skills above the journeyman level.

Proficiency increases are available only to those employees who are at Step 8 or below in their salary range.

- (5) Promotions. The Employer advocates promotions of employees whenever possible and will make every effort to inform employees of promotional opportunities by announcing such opportunities as they occur, posting for seven (7) days on the Union's bulletin board.
- (6) Demotion. If an employee is demoted, the employee shall move to the new salary pay grade and shall be placed at a new salary step that provides a salary decrease in an amount equal to or greater than a two (2) step decrease in the employee's pre-demotion pay grade. If the decrease does not place the employee within the new salary pay grade, he or she shall move to step twelve (12) of said grade. The date of this decrease shall then become the employee's payroll anniversary date.
- (7) Reclassifications Downward. If an employee is reclassified downward, the employee shall be placed at a new salary step that is closest to, but not less than, the employee's salary step of their pre-reclassification pay grade. The date of this decrease shall not reset the employee's payroll anniversary date.
- (8) LONGEVITY LEAVE

Upon completion of ten years continuous employment, employees will be eligible to move to step L10 (longevity 10) and receive a 2% pay increase on their annual review date. In order to qualify, the employee must have competed at least one year at step 9, and received at least a "Competent" on their current evaluation.

Upon completion of fifteen years continuous employment, employees will be eligible to move to step L15 (longevity 15) and receive a 2% pay increase on their annual review date. In order to qualify, the employee must have competed at least one year at step L10, and received at least a "Competent" on their current evaluation.

Upon completion of twenty years continuous employment, employees will be eligible to move to step L20 (longevity 20) and receive a 2% pay increase on their annual review date. In order to qualify, the employee must have competed at least one year at step L15, and received at least a "Competent" on their current evaluation.

### **Section 14.3 Pay Days.**

The wages of employees shall be paid monthly, on or before the seventh (7th) day of the month following the pay period, provided, however, an employee may request a loan of said wages to be paid on or before the twenty-first (21st) day of the pay period, said loan to be established according to the existing payroll policy of Josephine County. The Employer may change this schedule if conditions warrant it. Monthly draws are available only to participants enrolled as of July 1, 2009.

**Section 14.4 Personnel Evaluation.**

- (a) General. All employees shall be evaluated, using prescribed personnel evaluation forms. The purpose of this procedure is to evaluate all new employees before they reach regular status, and to evaluate regular employees to provide a guideline for the Employer relative to salary increases and job performance. Once an employee successfully completes his/her probation period, he/she should be evaluated at least once each year prior to his/her anniversary date.
- (b) Use of Evaluation. The Employer shall review with their individual employees the performance factors rated and should stress areas of commendation and areas needing improvement. Specific recommendations on ways of improving performance should be provided. Performance ratings become a part of the employee's work history and are kept in the employee's personnel file. Employees will be given a copy of their evaluations.

**ARTICLE 15 – DEFERRED COMPENSATION**

**Section 15.1 Deferred Compensation Plan.**

The County shall offer a Deferred Compensation Plan under Section 457 of the Internal Revenue Code for all bargaining unit employees. The County retains the right to administer the plan and retains the sole right to select the investment providers for the Plan. The County will not contribute to the deferred compensation plan on a matching basis.

**ARTICLE 16 – HEALTH AND WELFARE**

**Section 16.1 Life Insurance.**

The County shall contribute one hundred percent (100%) of the cost of \$25,000 group life insurance coverage for each regular full-time employee that is eligible, and \$2,000 group life insurance coverage for their eligible dependents.

Coverage shall be available no later than the first day of the month following completion of two (2) full calendar months of employment or one full month and a partial month of employment.

**Section 16.2 Long Term Disability Insurance.**



All regular full-time employees shall be eligible for participation in the County long term disability insurance plan. Such coverage shall provide for 66 <sup>2</sup>/<sub>3</sub>% wage replacement following a ninety (90) day elimination period. Coverage shall be available no later than the first day of the month following completion of two (2) full calendar months of employment or one full month and a partial month of employment. The County shall contribute one hundred percent (100%) of the cost for long term disability coverage for eligible employees.

**Section 16.3 Medical, Dental and Vision Insurance.**

(a) Medical Insurance Eligibility.

All regular, full-time employees who are employed shall be eligible to participate in the County medical insurance plan. Coverage shall be available no later than the first day of the month following completion of two full calendar months of employment or one full month and a partial month of employment.

(b) Vision Insurance Eligibility.

All regular, full-time employees who are employed shall be eligible to participate in the County voluntary vision insurance plan.

(c) Dental Insurance Eligibility.

All regular full-time employees shall be eligible to participate in the County dental insurance plan. Coverage shall be available no later than the first day of the month following completion of two (2) full calendar months of employment or one full month and a partial month of employment.

(d) Comparable Coverage.

The County agrees to continue to make available through the term of this Agreement for each eligible employee and his/her dependents, through a carrier(s) of the County's choice, the same or comparable medical and dental insurance benefits as found in the OEBB plan, that was in effect on July 1, 2015.

(e) Contribution for Full Time Employees.

Effective January 1, 2015, the County agrees to pay \$897.36 per month towards the premium costs of the medical, dental and vision coverage for each eligible full time employee through October 31<sup>st</sup>, 2015. Thereafter, effective November 1<sup>st</sup>, 2015, October 1<sup>st</sup>, 2016, and October 1<sup>st</sup> 2017, the cap shall be increased by the same percentage as the Medical Rate of the US CPI-W effective for the June to June period preceding each October. The US CPI-W Medical Rate to be utilized will be the CPI-W for Urban Wage Earners and Clerical Workers for the West - Size B/C (for populations less than 1,500,000) that are not seasonally adjusted. In the event the renewal date for the medical/dental/vision benefit plan changes, the effective date for the contribution increase will change to match it accordingly.

In the event the County contribution amount is greater than the cost of an employee's medical/dental/vision plan coverage cost, the remainder of the County contribution shall be contributed

to the employee's HSA, FSA or HRA account. The balance of such account shall roll over from year to year when allowed by the HSA, FSA or HRA account rules.

#### **Section 16.4 Health Insurance Benefit Committee.**

To assure that employees receive the best benefits for the money, the County has established a Health Insurance Benefit Committee comprised of County employees from participating bargaining units and work groups. The committee shall meet periodically to review county 'loss experience' and insurance provider's bids, consider plan design changes and make recommended changes, if any, to the Board of County Commissioners. The Committee members shall have an obligation to represent their group's interests with regard to the Committee's mission to receive the best benefits for the money. The Committee shall meet during regular business hours. The County may make changes in the insurance plans after receiving the recommendations from the Employee Benefits Committee. Upon request by the Union, the County shall allow the designated Health Benefits Committee members to review broker proposals and provide input as to the selection of the broker.

### **ARTICLE 17 – RETIREMENT**

#### **Section 17.1 PERS Pick-Up Requirement.**

The participants in the Oregon Public Employees Retirement Systems (PERS) shall be required to pay, as an employee contribution, six percent (6%) of their gross wages. All contributions to PERS shall be made pursuant to Article IX, Section 10 of the Oregon Constitution and such contribution shall be deemed “picked up” for purposes of Section 414 (h) of the Internal Revenue Code. No bargaining unit employees shall have the option of receiving the money and directly making the contribution. The amount of any contribution made by an employee pursuant to Article IX, Section 10 of the Oregon Constitution shall not be included in or reported as gross income for income tax purposes. Pursuant to federal law, the "pick-up" contribution shall be subject to FICA and Medicare taxes.

#### **Section 17.2 Retiree Benefits.**

Employees who retire from the County, or the employee's spouse, may elect to continue his/her group health insurance coverage at his/her own expense until they reach Medicare eligibility, or until premium payments are discontinued by the retiree.

### **ARTICLE 18 – FLEXIBLE SPENDING**

A. The Employer shall make available to the employees covered in this Agreement, a flexible spending account program for medical and dependent care, in accordance with Internal Revenue Service guidelines. It is understood, by the parties, that the County's responsibility is limited to the fiscal administration of this program and not to the tax liability, consequences, or responsibilities of the employees.

- B. Should an eligible employee's premium costs for medical, dental and vision insurance coverage exceed the then-current maximum contribution by the County, the employee shall pay such excess costs. Such employee payment may be made through a Section 125 Flexible Spending Account, if the employee so chooses.

## **ARTICLE 19 – EDUCATION, TRAINING, TRAVEL, LODGING, AND MEAL EXPENSES**

### **Section 19.1 Education.**

Employees shall be granted time off, with pay, for educational purposes to attend conferences, seminars, briefing sessions, training programs, and other programs of similar nature required or approved by the Director. Reasonable expenses, as determined by the Division, shall be reimbursed by the Division upon receipt of proper expense reports and receipts. Employees will be compensated for time spent at training, classes, workshops, or meetings in accordance with the Fair Labor Standards Act.

### **Section 19.2 Mandatory Licenses, Training and Physical Examinations.**

The Employer shall reimburse employees for the full cost of special licenses, physical examinations and any mandatory training required by the Employer, so long as the rates charged by employee selected providers are not excessive in comparison to industry standards. Physical examinations shall not exceed one examination every twenty-four (24) month period, but may be up to one examination every twelve (12) months when required by the physician. Such special licensing and mandatory training shall be set out in the Josephine County Public Works Policies & Work Rules.

### **Section 19.3 Travel.**

Payment of expenses for official travel, the cost of lodging and the cost of meals on behalf of the County shall be subject to the prior approval of the Director and based upon the County Travel Policy. Travel time in conjunction with training or county business is considered time worked.

## **ARTICLE 20 – SENIORITY**

### **Section 20.1 Seniority Definition.**

Seniority means the employee's length of continuous service with the Division since his/her last date of hire. The date of hire for full-time employment, even if probationary, shall be the effective anniversary date for employment benefit computation.

### **Section 20.2 Seniority List.**

The Union may request a seniority list showing the continuous service of each employee. Such request shall not be unreasonably withheld.

**Section 20.3 Continuous Service Records.**

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement. Continuous service shall be service unbroken by separation from the Employer's service, with the exception of military, Peace Corps, paid leave, holiday, job disability, or family medical leave. Time spent on other types of authorized leave will not count as time of continuous services; except that, employees returning from such leave, or employees who were laid off, shall be entitled to credit for service prior to the leave or layoff for purposes of determining paid leave accrual rate. In the case of a layoff, credit for prior service shall occur only if re-employment is within eighteen (18) months of layoff.

**Section 20.4 Initial Probation.**

All employees shall be on initial probation for the first twelve (12) months of continuous employment from their date of hire. During his/her probationary period, an employee may be discharged with or without cause, and such discharge shall not be subject to review under the grievance procedure contained in this contract. Evaluations will be done in accordance with Article 15.4. All initial probationary employees will receive a written performance appraisal from their supervisor no later than the first six (6) months of employment and at the end of their initial probationary period.

**Section 20.5 Trial Service Periods.**

Every employee promoted, or transferred to a new position in the bargaining unit, who has completed their initial probationary period, shall serve a trial service period of six (6) months in that position (which may be extended in writing an additional six (6) months with mutual agreement between the employee and the supervisor), unless she or he is removed prior to or at the end of that period. During the first forty-five (45) calendar days of the trial service period, the employee shall have the right to return to his/her former position.

During the remainder of the trial service period, if the employee is removed from the new position, the employee will be transferred in the following sequence: a) into an open position equal in pay and classification to the one the employee previously held, and is qualified for; or b) into a position the employee is qualified for; or c) into a position utilizing the provisions of Article 22 (Layoffs). The removal and transfer shall be non-grievable and at the discretion of the County.

**ARTICLE 21 – LAYOFFS**

**Section 21.1 Layoff Procedures.**

In the event it becomes necessary to lay off employees and/or employees become displaced as a direct result of the contracting out of work previously done by the bargaining unit, the following procedure shall apply, provided nothing herein shall limit the County's right to determine the classification(s) in which the force reduction shall occur:

- (a) Those positions funded as extra help or temporary shall be laid off first.
- (b) Next, those employees who have not completed their initial probationary period shall be laid off.
- (c) Finally, regular employees will be considered for layoff within the affected classification in the inverse order of their seniority. A senior employee may be laid off before a junior employee when the junior employee is performing the job in question in a substantially better manner, taking into consideration job performance, experience, training, and relevant ability to do the job.
- (d) Any employee who is to be laid off may bump the least senior employee in a lower classification within his/her job progression provided he/she has greater seniority than the employee to be bumped and provided he/she is able to perform the job in question in a manner equal to, or better than, the employee to be bumped, taking into consideration job performance, experience, training, and relevant ability to do the job. Personnel evaluations as described in Article 15.4 may be used in such determinations. Upon notification of layoff an employee shall have twenty-four (24) hours to provide written notification to the Director and the Human Resources Office of his/her intent to exercise the bumping rights set forth in this Article.
- (e) Bargaining unit employees promoted to a management position shall retain the right to displace a bargaining unit member only during their six (6) month trial service period outside of the bargaining unit.
- (f) Whenever a layoff is contemplated, if possible, at least thirty (30) days notice shall be given to the employee along with a Personnel Evaluation Form.

### **Section 21.2 Recall from Layoff.**

Employees shall be recalled to positions in the inverse order of the layoff. No new employees shall be hired until all employees on layoff status have been given an opportunity to return to work. Eligibility to be recalled from layoff shall terminate after eighteen (18) months.

## **ARTICLE 22 – DISCIPLINE AND DISCHARGE**

### **Section 22.1 Just Cause.**

Discipline shall be imposed only for just cause. Disciplinary action may include the following: oral reprimand; written reprimand; demotion; suspension without pay; and discharge.

Normally, discipline will be applied in a progressive manner, except that a more severe offense by the employee may merit a more severe penalty.

## **Section 22.2 Grievance.**

Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the procedure as provided in this Agreement.

## **ARTICLE 23 – GRIEVANCE PROCEDURE**

### **Section 23.1 Policy.**

It is the policy of the County to encourage open and frank communications between its employees, supervisors and managers regarding employment problems and concerns, and to seek resolution of such concerns on a direct, person-to-person basis, without the need for involving other employees or outsiders. By approaching employment problems and concerns in a positive way rather than as adversaries, such matters should normally be readily resolved between the employee and his/her supervisor. However, in the event that an employee believes that the County has violated a term of this Agreement and, after reviewing the matter with his/her supervisor, is unable to informally resolve that issue, the following formalized procedure shall be available to the employee to allow that claim (grievance) to be progressively considered as fairly and rapidly as possible

### **Section 23.2 Grievance and Arbitration Procedure.**

In the event that an employee deems that a grievance cannot be resolved informally, then the following formal procedure shall be applied:

- (a) After having reviewed the matter verbally with his/her immediate supervisor, if the employee believes a formal grievance is necessary, then she or he shall file a written statement of the grievance with his/her immediate supervisor within twenty-one (21) calendar days from the occurrence or from when the employee reasonably should have had knowledge thereof. The supervisor shall respond to the grievance no later than fourteen (14) calendar days after the grievance is received. If the employee has no immediate supervisor capable of resolving the grievance, the matter may be commenced through the Workgroup Supervisor as provided in Subsection (b).
- (b) If the grievance remains unresolved, the employee shall submit a written notice to the Workgroup Supervisor within fourteen (14) calendar days after the immediate supervisor's reply including: (1) statement of the grievance and relevant facts; (2) specific provision(s) of the contract violated; and (3) remedy sought. The Workgroup Supervisor shall respond within fourteen (14) calendar days after receiving the employee's written notice. If the employee has no Workgroup Supervisor capable of resolving the grievance, the matter may be commenced through the Director as provided in Subsection (c).
- (c) If the grievance remains unresolved, the employee shall submit the grievance to the Director within fourteen (14) calendar days after the Workgroup Supervisor's reply. Within fourteen (14) calendar days of receiving the grievance, said person or persons with authority shall respond to the grievance in writing. If the grievance remains unresolved, an informal meeting on the matter may be arranged by mutual consent of the parties.

Said meeting shall be held within fourteen (14) calendar days after said response is due, and may be attended by the employee, representatives of the Union, the immediate supervisor or Workgroup Supervisor, Director, any other representative of the Employer (e.g. Human Resource Director), and any other person deemed necessary for the proper resolution of the matter.

- (d) If the grievance remains unresolved, the Union may submit the matter to the Board of County Commissioners within fourteen (14) calendar days after the meeting is held, or if no meeting is held, then fourteen (14) calendar days after the response by the Director, or other authority. Once the grievance is submitted to the Board of Commissioners parties shall proceed in the following manner:
  - (1) Within fourteen (14) calendar days of submission to the Board of County Commissioners, the written position of the parties shall be submitted to the Board.
  - (2) Upon submission of the written positions of the parties, the Board may affirm, modify or reverse the action or decision which is the subject of the grievance by written findings and order. The Board shall render its decision within fourteen (14) calendar days from the date of the last written submission.
- (e) If the grievance remains unresolved, the Union may submit the matter to an arbitrator within fourteen (14) calendar days after the Board of County Commissioners decision in the following manner:
  - (1) A list of seven (7) arbitrators referred by the State of Oregon Employment Relations Board shall be requested, and the parties shall alternately strike from the list until only one is left. The moving party shall strike the first name. The selection process shall be completed within seven (7) calendar days from receipt of the list if possible.
  - (2) The arbitrator shall render a decision no later than (30) thirty calendar days after the conclusion of the final hearing. The decision of the arbitrator shall be final and binding on all parties. The arbitrator shall have no right to amend, modify, nullify, ignore or add to the provisions of this Agreement but shall be limited to consideration of the particular issue(s) presented to him/her. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning and application of this Agreement.
  - (3) Costs of the arbitrator shall be borne by the losing party. Each party shall be responsible for costs of presenting its own case to arbitration. Any or all time limits specified in the grievance procedure may be waived by mutual consent of the parties.
- (f) Failure by the employee or the Union to submit the grievance in accordance with these rules and time limits without such waiver, shall constitute a waiver of the grievance. Failure by the Director to submit a reply within specified time limits will not preclude the employee or the Union from moving to the next level of the grievance process. A grievance may be terminated at any time, upon receipt of a signed statement from the Union, or the employee, that the matter has been resolved. A grievance will be considered to have been presented or forwarded within the time limits so long as the mailing of such action was within the time limits specified.
- (g) By mutual agreement, the parties may informally resolve a grievance outside of this procedure.

- (h) This grievance procedure is established for the sole purpose of resolving disputes related to this Agreement.

### **Section 23.3 Mediation.**

By mutual agreement in writing and within seven (7) calendar days of receipt of the response for the step of Arbitration, the parties may attempt to resolve the grievance through the use of a mutually acceptable mediator. Such mutual agreement shall suspend the time lines until such time as mediation can be completed. At any time during this process, either party may, by written notification, terminate the mediation process. If mediation is terminated, the grieving party has seven (7) calendar days to begin the step for Arbitration. The cost of mediation shall be shared equally.

### **Section 23.4 Grievance Hearings.**

Employees who appear as grievants or witnesses at a grievance hearing, including arbitrations, as provided for in Section 24.2, shall be compensated at their regular rate of pay for all time spent in traveling to, from and during such appearance, provided such time spent is during the employee's regular work hours.

## **ARTICLE 24 – SAFE WORKING CONDITIONS**

### **Section 24.1 Policy.**

The parties agree that employees and management personnel shall be aware of safety and health regulations, and that both management and employees have the responsibility to maintain good health and safety practices.

### **Section 24.2 Safety Committee.**

The Union shall elect four (4) employees to a Safety Committee which shall meet monthly, to discuss and resolve possible safety violations. The Union's representatives shall be given on-duty time to participate in committee meetings so long as the meeting is scheduled during the employees' regularly scheduled work shift.

## **ARTICLE 25 – EMPLOYEE RELATIONS COMMITTEE**

An Employee Relations Committee shall be formed upon ratification of the Collective Bargaining Agreement. The Committee shall consist of an equal number of participants, not to exceed four (4) in each respective party. Each respective party shall select its own representatives.

The Committee shall have no authority to modify or interpret the Collective Bargaining Agreement. The Committee shall generally be responsible for maintaining open communications between the parties and work as a catalyst to resolve issues.



The Committee shall be recognized as a recommending body only with the sole purpose of making recommendations on labor/management issues to the Director of the Division in order to provide mutual resolution as often as possible.

The County and the Union shall select a neutral third party to provide training to the committee and to facilitate meetings, as mutually agreed upon.

The Committee will meet as necessary, and requested by either party, but in no event shall meetings occur more frequently than once per month unless mutually agreed upon.

The Committee will disband effective one year from ratification of this Agreement unless both parties mutually agree to continue.

## **ARTICLE 26 – UNIFORMS, PROTECTIVE CLOTHING AND TOOLS**

### **Section 26.1 Uniforms and Protective Equipment.**

If an employee is required by the County or by law to wear a uniform, protective clothing, or any type of protective device, such uniform, protective clothing or device shall be furnished, and paid for by the Employer.

- (a) The Employer shall maintain, at its expense, coveralls, rain gear, aprons, rubber boots, gloves or other suitable apparel for employees working with materials that will soil clothing beyond normal home laundry capabilities
- (b) Regular employees whose work is done primarily outside of the Central Office, shall receive a uniform allowance. Boots suitable for work assignments and high enough to cover the ankle shall be worn by these employees at all times while on the job.
  - 1. Regular employees who have maintained full-time status for the entire preceding calendar year shall receive an annual uniform allowance in the amount of three hundred dollars (\$300.00) for the purchase of jackets and boots. The annual allowance shall be paid to each eligible employee on the payday following January 1<sup>st</sup> of each year of this Agreement.
  - 2. Upon completion of probation, full-time regular employees shall receive the allowance in a pro rata amount based on the number of full months of service remaining in the calendar year. The pro rata allowance shall be paid to the employee on the payday following completion of the probationary period.

### **Section 26.2 Tools.**

The County shall provide sufficient tools for the performance of all duties performed by the employee. Tools shall remain the property of the County. The Union and the Employer will utilize a labor-management committee to assess appropriate policies aimed at maintenance and best use of tools.

**ARTICLE 27 – SAVINGS CLAUSE**

Should any of the provisions of this Agreement be found by a court of competent jurisdiction to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Negotiations shall be opened within thirty (30) days after receipt of an action recognized in this Article which nullifies any terms of this Agreement. Such negotiations will be confined to the particular matter affected.

**ARTICLE 28 – LIFE OF AGREEMENT**

**Section 28.1 Full and Complete.**


This document contains the full and complete Agreement reached on the issues considered during negotiations. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is, or may be, subject to negotiations. All prior agreements and understandings between the parties are replaced and superseded by the provisions herein. No amendment or supplement to this Agreement shall be deemed effective unless in writing and signed by the parties to this Agreement.

**Section 28.2 Term of Agreement.**

This Agreement shall be in effect from July 1, 2015 through June 30, 2018. Parties retain all bargaining rights as under PECBA bargaining.

If either the Employer or the Union desires to renew, amend, or renegotiate this Agreement, the moving party shall notify the other party on, or before December 30, 2017. Negotiations of the successor agreement shall begin in January, 2018, or on such date thereafter as mutually agreed upon by the parties. Except for deadlines established elsewhere in this Agreement, there will be no pyramiding of benefits.

**FOR THE UNION:**

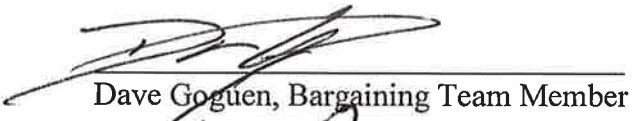
  
\_\_\_\_\_  
Laure Stockton, Local 503

**FOR THE COUNTY:**

  
\_\_\_\_\_  
Simon Hare, Commissioner

  
Dan Mock, Union President

  
Trent Dashiell, Bargaining Team Member

  
Dave Goguen, Bargaining Team Member

  
Terry Carroll, Bargaining Team Member

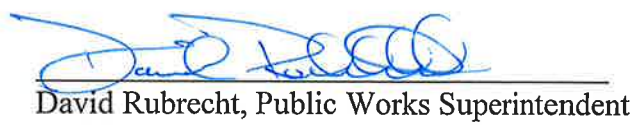
  
Heather Conroy, SEIU Executive Director

 1/13/16  
Cheryl Walker, Chair

 1/13/16  
Keith Heck, Vice Chair

  
JJ Scofield, HR Director/Chief Spokesperson

  
Rob Brandes, Public Works Director

  
David Rubrecht, Public Works Superintendent

  
Robert Keith, Fleet Program Supervisor

Appendix A: SEIU Salary Table

Jul-15

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step L10	Step L15	Step L20
<b>ROADWORKERS</b>												
<b>O10</b>	\$2,394.77 \$ 13.82	\$2,538.46 \$ 14.64	\$2,624.00 \$ 15.14	\$2,712.43 \$ 15.65	\$2,803.84 \$ 16.18	\$2,898.33 \$ 16.72	\$2,996.00 \$ 17.28	\$3,096.97 \$ 17.87	\$3,201.34 \$ 18.47	\$3,265.36 \$ 18.84	\$3,330.67 \$ 19.22	\$3,397.28 \$ 19.60
<b>O20</b>	\$2,646.02 \$ 15.27	\$2,804.78 \$ 16.18	\$2,899.30 \$ 16.73	\$2,997.01 \$ 17.29	\$3,098.00 \$ 17.87	\$3,202.41 \$ 18.48	\$3,310.33 \$ 19.10	\$3,421.89 \$ 19.74	\$3,537.20 \$ 20.41	\$3,607.95 \$ 20.82	\$3,680.11 \$ 21.23	\$3,753.71 \$ 21.66
<b>O30</b>	\$2,929.14 \$ 16.90	\$3,104.89 \$ 17.91	\$3,209.52 \$ 18.52	\$3,317.69 \$ 19.14	\$3,429.49 \$ 19.79	\$3,545.07 \$ 20.45	\$3,664.53 \$ 21.14	\$3,788.03 \$ 21.85	\$3,915.69 \$ 22.59	\$3,994.00 \$ 23.04	\$4,073.88 \$ 23.50	\$4,155.36 \$ 23.97
<b>O40</b>	\$3,199.65 \$ 18.46	\$3,391.62 \$ 19.57	\$3,505.92 \$ 20.23	\$3,624.07 \$ 20.91	\$3,746.20 \$ 21.61	\$3,872.45 \$ 22.34	\$4,002.95 \$ 23.09	\$4,137.85 \$ 23.87	\$4,277.30 \$ 24.68	\$4,362.84 \$ 25.17	\$4,450.10 \$ 25.67	\$4,539.10 \$ 26.19
<b>O50</b>	\$3,404.42 \$ 19.64	\$3,608.69 \$ 20.82	\$3,730.30 \$ 21.52	\$3,856.01 \$ 22.25	\$3,985.96 \$ 23.00	\$4,120.29 \$ 23.77	\$4,259.14 \$ 24.57	\$4,402.67 \$ 25.40	\$4,551.04 \$ 26.26	\$4,642.06 \$ 26.78	\$4,734.91 \$ 27.32	\$4,829.60 \$ 27.86
<b>FLEET</b>												
<b>O31</b>	\$2,895.35 \$ 16.70	\$3,069.07 \$ 17.71	\$3,172.50 \$ 18.30	\$3,279.41 \$ 18.92	\$3,389.93 \$ 19.56	\$3,504.17 \$ 20.22	\$3,622.26 \$ 20.90	\$3,744.33 \$ 21.60	\$3,870.51 \$ 22.33	\$3,947.92 \$ 22.78	\$4,026.88 \$ 23.23	\$4,107.42 \$ 23.70
<b>O41</b>	\$3,040.12 \$ 17.54	\$3,222.52 \$ 18.59	\$3,331.12 \$ 19.22	\$3,443.38 \$ 19.87	\$3,559.42 \$ 20.54	\$3,679.38 \$ 21.23	\$3,803.37 \$ 21.94	\$3,931.55 \$ 22.68	\$4,064.04 \$ 23.45	\$4,145.32 \$ 23.92	\$4,228.23 \$ 24.39	\$4,312.79 \$ 24.88
<b>O61</b>	\$3,344.13 \$ 19.29	\$3,544.78 \$ 20.45	\$3,664.24 \$ 21.14	\$3,787.72 \$ 21.85	\$3,915.37 \$ 22.59	\$4,047.31 \$ 23.35	\$4,183.71 \$ 24.14	\$4,324.70 \$ 24.95	\$4,470.44 \$ 25.79	\$4,559.85 \$ 26.31	\$4,651.05 \$ 26.83	\$4,744.07 \$ 27.37