

Collective Bargaining Agreement

between

Wallowa County

and

**SEIU Local 503, OPEU
Wallowa County Public Works Local 923**

Expires June 30, 2020

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PREAMBLE

This Agreement is entered into between Wallowa County, Oregon and its elected officials, hereinafter referred to as the “County,” and SEIU Local 503, OPEU, Wallowa County Roads Local 923, hereinafter referred to as the “Union.”

It is the intent and purpose of this Agreement is to set forth herein the basic and full Agreement between the County and the Union. This Agreement supersedes all prior agreements between the parties.

ARTICLE 1 – RECOGNITION

1.1 Bargaining Unit Description. The bargaining unit shall consist of all employees of the Public Works Department who regularly work twenty (20) hours or more per week, excluding supervisory, confidential, casual, and temporary employees.

1.2 Exclusive Bargaining Agent. The Union is recognized as the sole and exclusive bargaining agent for all employees in the bargaining unit for the purpose of negotiations with respect to employment relations as defined by ORS 243.650-782.

1.3 Notification. The County shall notify the Union of its decision to change or add any new classifications. The County acknowledges the duty to bargain the wages of new classifications as provided by PECBA, however, the County is not precluded from hiring employees in a new classification during the interim bargaining process. If the parties cannot agree whether a position is supervisory or confidential, the matter may be submitted to the Employment Relations Board.

ARTICLE 2 – MANAGEMENT RIGHTS

Except as otherwise specifically limited by the terms of this Agreement, the County retains all of the customary, usual, and exclusive rights, decision making, prerogatives, functions, and authority connected with, or in any way incident to, its responsibility to manage the affairs of the County or any part of it. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the County shall include the following:

- A. To direct and supervise all operations, functions, and policies of the departments in which the employees in the bargaining unit are employed.
- B. To manage and direct the workforce, including, but not limited to, the right to determine the methods, processes, and manner of performing work; the right to hire, promote, and retain employees; the right to determine schedules of work and vacations; the right to purchase, dispose of, and assign equipment and supplies.
- C. To determine the need for a reduction or an increase in the workforce.

- D. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, and equipment.
- E. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
- F. To notify the Union regarding contracting out before any formal bids are solicited affecting bargaining unit work that will impact bargaining unit positions.

Except as provided by ORS 243.650-782, utilization of any management rights not specifically limited by this Agreement shall be at the County's discretion and not subject to negotiation or the grievance procedure.

ARTICLE 3 – UNION SECURITY

All collective bargaining with respect to wages, benefits, hours, and working conditions shall be conducted by designated representatives (not more than three) of the Union and designated representatives (not more than three) appointed by the County.

3.1 Check-off. The County agrees to deduct the uniformly required Union membership dues and other authorized fees or assessments once each month from the pay of those employees who have authorized such deductions in writing.

3.2 Non-Discrimination. The County and the Union agree not to interfere with the rights of employees regarding membership in the Union and there shall be no discrimination, interference, restraint, or coercion by the County or Union against any employee because of Union membership.

3.3 Fair Share. All employees covered by the terms and conditions of this Agreement shall become a member of the Union or pay the equivalent of dues and initiation fee to the Union. Payment in lieu of dues, "Fair Share," shall be deducted from the employee's wages in accordance with ORS 243.650(10) & (18). Such dues and initiation fee shall be determined by the Union in accordance with statutory and constitutional requirements.

3.4 Religious Objections. Any individual employee's objection based on bona fide religious tenet or teaching of a church or religious body of which said employee is a member will require the employee to inform the County and the Union of his/her objection. The employee will meet with the representative of the Union and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Union membership dues to a non-religious charity. Such dues shall be determined by the Union in accordance with statutory and constitutional requirements.

3.5 Hold Harmless. The Union will indemnify, defend, and hold the County harmless against any claims or any suits against the County as a result of the County's actions carrying out the provisions of this Article. The County, Union and employees will cooperate to assist payroll in correcting errors.

ARTICLE 4 – UNION BUSINESS

4.1 Representatives. The Union will select a certain number of agents or members as Union representatives and certify their names, in writing, to the Wallowa County Board of Commissioners.

4.2 Visits. Union representatives, upon notification to the department head or a designee, may visit with employees during breaks or meal periods. Visits outside of those allowed herein may be granted with the express approval of the department head or a designee.

4.3 Union Business. Upon the approval of the department head or a designee, Union employee representatives may investigate grievances during working hours, without loss of pay, so long as such activity does not unduly interrupt or interfere with the performance of job duties.

An employee, acting as a representative during an investigative interview that may lead to discipline, during a due process hearing, or during a grievance hearing, shall not suffer any loss of pay.

4.4 Negotiations. Subject to operational requirements, the County will allow three (3) employees to attend negotiations, without loss of pay, so long as such employee is a member of the Union's bargaining team.

Official Union delegates shall be granted personal leave, accrued vacation leave, accrued compensatory time, or leave of absence without pay at their request to attend the Union's General Council every two (2) years. The Union shall notify the County of the names of the official delegates.

One Union officer or steward will be granted paid release time to attend public meetings that occur during regular work schedules: 1) which are scheduled to discuss or take action on road department issues; and 2) which may substantially affect employment conditions. Budget committee meetings scheduled to review road department performance are subject to this Article. The County will provide a copy of Board and Budget Committee agendas to the Union. Release time granted in this Article is subject to the operational needs of the department. No overtime will be incurred.

4.5 Bulletin Boards. A locking bulletin board shall be provided to the Union for the posting of meeting notices and other information of interest to its members. Such materials shall not be profane, obscene, threatening, or defamatory of the County or any individual or its employees. Materials may be posted only by Union officers and such material shall bear the initials of the officer so posting.

4.6 New Employees. Union stewards will give a copy of the Collective Bargaining Agreement and the Personnel Policy Manual to new employees.

4.7 Union Stewards. The County agrees that a Union steward system exists for employee representation available to all employees covered by this Agreement and also agrees to respect

that when the employee is acting in his/her role of steward, the relationship is different from that of supervisor and employee.

Union stewards will receive their regular rate of pay for time spent during working hours representing bargaining unit employees in investigatory interviews and/or grievances. If management schedules an investigatory meeting outside of working hours, the bargaining unit steward providing the representation will be in paid status during the meeting.

The County is not responsible for any compensation of employees or their representative for time spent processing grievances or distributing Union material outside their regularly scheduled hours of employment. The County is not responsible for any travel or subsistence expenses incurred by a grievant or Union steward in the processing of grievances and/or investigatory interviews.

Union stewards are authorized as follows: There will be three (3) Union stewards for the Union. A Union steward will be granted mutually agreed upon time off during regularly scheduled working hours to investigate and process grievances and to represent bargaining unit employees in investigatory interviews.

ARTICLE 5 – HOURS OF WORK AND OVERTIME

5.1 Workweek and Work Day. The workweek shall begin on Sunday and end on Saturday. The normal work schedule for full-time employees shall consist of up to forty (40) hours in a seven (7) day workweek. Full-time employees will normally be assigned to work five (5) consecutive eight (8) hour days with two (2) consecutive days off or four (4) consecutive ten (10) hour days with three (3) days off.

Definition of time worked: Holidays, vacation used, sick leave, compensation time used, and other paid leave shall count as hours worked for the purposes of computing overtime.

Employees shall be allowed to use compensatory time in lieu of sick time upon request.

5.2 Rest and Meal Periods. Each employee on each shift shall receive at least a one-half (1/2) hour unpaid lunch break and two (2) 15-minute paid breaks.

5.3 Overtime. Overtime shall be compensated as compensatory time for any hours worked in excess of forty (40) hours in any one (1) workweek. Refer to 5.1, definition of time worked.

Employees will be given compensatory time for overtime at the rate of time and one-half (1-1/2) their regular hourly rate at one quarter (1/4) hour increments. The County may approve payment of overtime if monies are available to do so. Compensatory time off shall be scheduled by mutual agreement or at the discretion of the employee's supervisor if mutual agreement cannot be reached.

Compensatory Time Usage. At the end of the fiscal year (June 30) only sixty (60) hours of compensatory time off will be carried forward. All compensatory time over sixty (60) hours will be paid to the employee.

5.4 Callout. Employees called out to work outside their normal work schedule shall receive a minimum of two (2) hours at a rate of time and one-half (1-1/2). Once actual hours worked equals the minimum at time and one-half (1-1/2), additional hours shall be paid in quarter (1/4) hour increments at time and one-half (1-1/2).

5.5 No Pyramiding. Compensation shall not be received twice for the same hours.

5.6 Flex Time. Employees may flex their schedules within the work week to accommodate personal needs by mutual agreement with their immediate supervisor. Employee-requested flex time shall not result in overtime expense to the County as specified above.

5.7 Portal to Portal. The County will provide transportation to and from the job site, from the employee's normal reporting site, on County time.

ARTICLE 6 – COMPENSATION

6.1 Wages. Employees shall be compensated in accordance with Exhibit “A” attached hereto.

Effective upon execution of this Agreement, the wage scale of 7/1/2016 will remain unadjusted.

Effective July 1, 2018, Step 1 for each classification will be increased by 1%. Steps are 1.5% apart.

Effective July 1, 2019, Step 1 for each classification will be increased by 2.0%. Steps are 1.5% apart.

6.2 Movement on the Schedule. Employees shall receive a step increase on July 1 each year after successfully serving their probationary period. After advancing to Step 1, advancement to subsequent steps will be based on satisfactory yearly evaluation.

For the purpose of this section, part-time employees will establish an anniversary date after one (1) year of continuous service or an accumulation of one thousand forty (1040) hours during continuous service, whichever is the greatest length of time. This process shall be ongoing and may cause a part-time employee's anniversary date to change from year to year. Benefits for part-time employees in the bargaining unit are prorated based on budgeted yearly FTE status.

6.3 Maintenance Worker Lead Worker Compensation: When assigned to perform the duties of MW Lead Worker, the assigned employee shall be paid two percent (2%) above the MW-2 Step 4 base hourly rate. Management reserves the right to assign lead worker duties.

6.4 Initial Placement. Under normal circumstances newly hired employees will be placed at the first step of the salary schedule. Additional steps may be granted for prior experience or qualifications.

6.5 Retirement. The County will continue to provide the current level of retirement benefits for all employees currently receiving such benefit.

6.6 Longevity. Employees with 15 years (180 months) of continuous service with the County will receive an additional 1% of their base hourly rate.

ARTICLE 7 – INSURANCE

7.1 The County will make available health and welfare insurance as provide by CIS Co-Pay Plan B, Vision VSP-3, Alternative Care, and Dental Plan 2 or comparable plan. Parties acknowledge that changes in health and welfare benefits that are a result of new requirements under the Affordable Care Act are not subject to additional bargaining. Effective January 1, 2015, the County agrees to add the hearing rider to the benefit plan and optional Willamette Dental Plan. Employees electing the Willamette Dental Plan will pay any and all premiums above and beyond the cost of the amount pay by the County for Dental Plan 2 provided for above. The Willamette Dental Plan is subject to carrier eligibility requirements.

7.2 Monthly Premium Cost Share: Effective upon the month following execution, the County will contribute the following monthly insurance contribution and the employee will pay the remaining monthly insurance premium through payroll deduction:

Monthly Insurance Premium Contribution:

Coverage	Employer Contribution	Employee Contribution
Employee only	90%	10%
Employee + child	90%	10%
Employee + spouse	85%	15%
Employee + children	85%	15%
Full Family	85%	15%

7.3 Part-Time Employees. Employees normally scheduled to work eighty-one (81) hours or more per month shall be required to take the benefits as described above and the County contributions shall be fixed on a pro-rated basis. Part-time employees will pay their monthly contribution and any additional pro-rata share on budgeted FTE equivalent. (i.e.: a .75 FTE employee with full-family coverage will pay the 15% monthly premium plus the remainder of the County's 75% of the County's 85% portion.)

7.4 Air Ambulance Membership. The County will pay up to \$103.00 per year for group Life Flight benefits beginning July 1, 2011; provided however, that if Life Flight discontinues air ambulance service to Wallowa County, the County will contribute up to \$103.00 for a combination of ground ambulance and life flight benefits, if available subject to CIS regulations.

7.5 Life Insurance. The County shall maintain the life insurance benefits for employees of at least \$10,000.

7.6 Section 125. The County will arrange for employee premiums to be paid on a pre-tax basis through a Section 125 Plan.

7.7 Domestic Partners. The County will provide benefit coverage and enrollment opportunities to recognized same sex domestic partners in the manner provided for by Oregon law.

7.8 Employee Insurance Opt Out. The County will pay an employee \$100.00 per month if the employee opts out of the CIS medical plan, subject to proof of other coverage and CIS rules and regulations. If the employee opts out the employee is required to be enrolled in at least employee only dental coverage.

7.9 Health Insurance Committee. The County agrees to participate in quarterly meetings to review health insurance concerns and plans. The meetings will invite up to two representatives from each bargaining unit. This committee is advisory only. Any suggested changes require Board and Union approval through written agreement.

ARTICLE 8 – VACATION

8.1 Accrual. All full-time employees shall accrue vacation at the following rate:

0 - 5 years:	Eight (8) hours per month
5 - 10 years:	Ten (10) hours per month
10 - 15 years:	Twelve (12) hours per month
15 - 20 years:	Fourteen (14) hours per month
After 20 years:	Sixteen (16) hours per month

Employees will accrue vacation hours on a monthly basis, but shall not be entitled to utilize such time until they have been employed by the County for at least six (6) months.

8.2 Part-Time Accrual. Part-time employees shall accrue vacation hours on a pro rata basis of the above schedule based on budgeted FTE for the position. Part-time employees shall not be eligible for utilization or payment of accumulated hours unless they have been employed by the County for six (6) continuous months.

8.3 Maximum Accrual. Employees may only accrue a maximum of twice their annual accrual rate by the end of the fiscal year (June 30). All hours over the maximum will be forfeited. Employees may exceed the maximum if vacation leave is denied as a result of the County's inability to grant requested time off.

8.4 Scheduling. Employees may schedule vacations by mutual agreement with their immediate supervisor.

8.5 Payment Upon Death or Termination. In the event of death or termination of a non-probation employee, the employee's remaining vacation accrual shall be paid to the employee or his/her heirs, whichever is appropriate. Probationary employees who are terminated prior to completion of their probation shall not be entitled to payment for accrued vacation.

ARTICLE 9 – HOLIDAYS

9.1 Designated Holidays. The following holidays will be recognized and observed on the date established by state statute and so recognized and approved by the County:

New Year's Day (January 1)
MLK Birthday (3rd Monday in January)
Presidents' Day (3rd 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 (4th Thursday in November)
Day After Thanksgiving (4th Friday in November)
Christmas Day (December 25)
Every day appointed by the Governor or President

Whenever a holiday falls on Sunday, the following Monday shall be considered a holiday. If a holiday falls on Saturday, the preceding Friday shall be the holiday. If on a 4-10 work schedule, and the holiday falls on a Friday, then the preceding Thursday shall be the holiday. Holidays that occur during paid vacation or sick leave shall not be charged against vacation or sick leave. Employees' holiday time off is based on the scheduled shift for the day. (e.g.: employees scheduled for a 10-hour shift on the holiday earn 10 hours of holiday pay for the day.)

9.2 Personal Day. In addition to the above holidays, the employee is entitled to one (1) personal day on their one-year anniversary date after their date of hire and on July 1 thereafter. The employee shall use this personal day before June 30 or another personal leave day will not accrue. No payment will be received for a personal day not used.

9.3 Holiday Pay. Full-time employees shall receive pay for each of the holidays listed above. In order to be eligible to receive such pay, the employee must have been employed a minimum of thirty (30) days on the day the holiday occurs. Should an employee be on authorized paid leave when a holiday occurs, such a holiday shall not be charged against such leave.

9.4 Holiday Work. In addition to the holiday pay described above, any employees working on a holiday shall receive one and one-half (1-1/2) times their regular hourly rate for all hours worked on the holiday.

9.5 Part-Time. Part-time employees normally scheduled to work eighty (80) hours or more per month shall be eligible for the above-referenced holidays on a pro rata basis, based on budgeted FTE for the position.

ARTICLE 10 – SICK LEAVE

10.1 Accrual. Full-time employees will accrue sick leave at the rate of eight (8) hours per month, beginning with the employee's date of hire. Sick leave accrual shall be unlimited.

10.2 Utilization. Employees are eligible for leave for the following reasons:

- A. Personal illness or physical disability.
- B. To attend a dentist or physician appointment, but the employee shall make an effort to schedule such appointments during off-duty hours.
- C. To provide care for ill family members' in accordance with the Oregon Family Leave Act, other applicable law, and including spouse, parent, parent in law, child (including adopted and foster children), same sex domestic partner (validated by a state certificate of domestic partnership), grandparent, grandchild and grandparent and grandchild of married opposite sex spouses.
- D. For leave permitted under other applicable State or Federal law.

10.3 Doctor Verification. The County may require a doctor's verification of illness or physical disability after five (5) days off of work or if it has reason to believe that the employee is abusing sick leave or has concern about the employee's ability to physically or mentally perform their job. The County will pay any out-of-pocket expense of the employee incurred as a result of such requirement. The County may request medical verification after 3 consecutive days' leave for the purposes of FMLA/OFLA designated leave.

10.4 Workers Compensation. Employees away from work as a result of an on the job injury covered by the County's Workers' Compensation insurance carrier may elect to be paid accrued sick leave in the amount of the difference between regular base net pay on a regular schedule and that paid by State Accident Insurance after the third (3rd) day off the job. Employees will retain their Worker's Compensation payments. Sick leave will be deducted in proportion to the amount paid the employee by the County. Overpayment may later be deducted from accrued leave.

10.5 Part-Time Employees. Part-time employees shall accrue sick leave hours on a pro rata basis on budgeted FTE for the position. Part-time employees shall not be eligible for utilization or payment of accumulated hours unless they have been employed by the County for 90 days. Part-time employees will earn at a minimum of one (1) hour for every 30 hours worked up to their budgeted FTE.

10.6 Abuse. Abuse of sick leave is cause for disciplinary action up to and including discharge.

10.7 Payment Upon Termination or Death. Upon resignation or retirement in good standing or death, the employee (or in the event of his death, his surviving spouse or children if the employee is not then married) shall be paid one-half (1/2) of the employee's accumulated unused

sick leave not to exceed two hundred forty (240) hours. An employee who faces disciplinary termination shall not be entitled to payment under this section.

ARTICLE 11 – LEAVE OF ABSENCE

11.1 Leave Without Pay. The County will consider a written application for leave of absence without pay not to exceed ninety (90) calendar days. The written application must describe the reason for the request and confirm a specific date at which the employee is expected to return to work. Employees may request an extension of unpaid leave after the ninety (90) days due to unforeseen circumstances. The County may terminate or cancel such leave by thirty (30) days' written notice mailed to the address given by the employee on his/her written application for such leave. Such leave shall not be approved for the purpose of accepting employment outside the service of the County and notice that the employee has accepted employment or entered into full-time business or occupation may be accepted by the County as a resignation.

Any employee who is granted a leave of absence without pay under this Section and who for any reason fails to return to work upon the expiration or termination of said leave of absence shall be considered as having resigned his/her position with the County.

Employees returning to work from a leave of absence shall be returned to work in accordance with provisions of Section 16.4.

Employees on leave without pay, for any reason, shall not accrue any benefits, except as required by law (e.g., OFLA/FMLA).

11.2 Military. Military leave shall be granted as provided by law.

11.3 Jury Duty. Employees shall be granted leave with full pay whenever they are required to be absent to perform jury duty. The amount of compensation received for jury duty shall be turned over to the County Accountant, except for travel reimbursement if a private vehicle is used. Upon being excused from jury duty prior to the end of their shift, employees shall immediately contact their supervisor or department head for assignment.

11.4 Compassionate Leave. Employees shall be granted five (5) days of paid leave in the event of any death in their immediate family to make household adjustments or to attend funeral services. In relationships other than the immediate family, such leave may be granted by the elected official, department head, or its designee. Such leaves are concurrent to any leaves provided under OFLA.

For the purpose of this Section only, the immediate family shall be defined as provided by OFLA and includes the employee's spouse, parents, children, brother, sister, grandparent, step-children, step-parents, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents-in law, grandchildren, and domestic partner as defined by the County insurance carrier and only if otherwise eligible for health insurance.

11.5 Hardship Leave. This provision shall apply for the purpose of allowing employees to donate accrued sick and vacation leave for use by eligible recipients as sick leave. The County will allow employees to make irrevocable donations of accumulated vacation leave to a co-worker in the County. For the purposes of the Agreement, hardship leave donations will be administered under the following stipulations and the terms of the Agreement shall be strictly enforced with no exceptions. Eligible recipients shall be employees who have exhausted all accumulated leave as defined by Section E.

- A. The recipient and donor must be regular employees of the County.
- B. The County shall not assume any tax liabilities that would otherwise accrue to the employee.
- C. Use of donated leave shall be consistent with provisions found in this Agreement.
- D. Requests to make hardship leave donations shall be in writing and submitted to the County's Personnel Office. Requests will be processed upon receipt of the treating physician's written statement certifying that the illness or injury prevents or precludes the recipient's return to work. Donated leave must be used immediately.
- E. Accumulated leave includes but is not limited to sick, vacation, personal, and compensatory leave accruals.
- F. Employees otherwise eligible for or receiving workers' compensation, or on parental leave, absent medical circumstances, will not be considered eligible to receive donations under this Agreement.

ARTICLE 12 – UNIFORMS & EQUIPMENT

If any employee is required to wear protective clothing or any type of protective device, such protective clothing or device shall be furnished to the employee by the County. The cost of maintaining the protective clothing or device including tailoring, cleaning, and laundering shall be paid by the County.

In the event the County requires a uniform for employees other than what is currently worn, the County shall provide such uniform.

Protective clothing such as coveralls, welding aprons, or other apparel for employees working with tar, grease, paint, or asphalt that will soil clothing beyond normal laundry capabilities shall be provided by the County at no cost to the employee.

Effective the month following execution of this Agreement and July 1, 2018 and 2019, , the County will pay a shoe allowance of two hundred and fifty dollars (\$250.00) to all employees, subject to applicable withholdings and through payroll.

Appropriate gloves for employees performing hazardous duties in which the protection of hands are necessary shall be provided by the County at no cost to the employee.

Uniforms and protective clothing shall remain the property of the County and shall be returned to the County upon termination of employment.

ARTICLE 13 – DISCIPLINE

13.1 Discipline and Discharge. No regular employee shall be disciplined or discharged except for just cause. Oral warnings, even if reduced to writing, are not considered to be discipline and may not be protested through the grievance procedure. If the County has reason to reprimand an employee, every reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.

The employer may take corrective actions, such as, but not limited to counseling or verbal warnings reduced to writing, and they will not be considered formal discipline. Such corrective actions will not be directly placed in the personnel file, but may be used for progressive discipline and noted in yearly evaluations.

Formal discipline subject to the grievance procedure include written reprimand, suspension or similar economic sanction, demotion, and termination.

13.2 Probationary Employee. This Article shall not apply to any employee on probation as defined in Article 14, Probationary Period.

13.3 Due Process. In the event the County believes an employee may be subject to discipline greater than a written reprimand, the following procedural due process shall be followed:

- A. The employee shall be notified of the charges or allegations that may subject them to discipline.
- B. The employee shall be notified of the disciplinary sanctions being considered.
- C. The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal meeting.
- D. At their request, the employee will be entitled to be accompanied by a fellow employee or a representative of the Union at the informal meeting or investigatory interview.

13.4 Just Cause Standards. For the purpose of this Agreement, just cause shall be determined in accordance with controlling arbitral precedent which include and are not limited to:

- A. The employee shall have some warning of the consequences of their conduct, unless the conduct is of such nature that no prior warning is necessary in the eyes of a reasonable person.

- B. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate.
- C. The County must conduct a reasonable investigation.
- D. It must be determined, by a preponderance of evidence, that the employee is guilty of the alleged misconduct or act.
- E. The discipline must be appropriate based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the County's operation and other relevant factors.
- F. The employee's past employment record shall be considered.

ARTICLE 14 – PROBATIONARY PERIOD

Every employee hired into the bargaining unit shall serve a probationary period of six (6) months. New employees upon hire may be given notice by the County of the dates of their probationary period. The Union recognizes the right of the County to terminate probationary employees for any reason, with or without cause, and any such discharge shall not constitute a violation of this contract and shall not be subject to the grievance procedure.

Employees offered a promotional position within the bargaining unit will serve a probationary period as provided in Article 17.3

ARTICLE 15 – SETTLEMENT OF DISPUTES

15.1 Grievance Procedure. Any dispute concerning the application, interpretation or enforcement of this Agreement shall be resolved in the following manner.

Whenever a dispute concerning the application, interpretations, or enforcement of this Agreement arises, the employee (with or without a union representative) shall, within ten (10) working days of the occurrence or when the employee reasonably should have known of its occurrence, shall discuss the matter informally with the supervisor and/or the department head. If the matter cannot be resolved informally, then it shall be advanced in the following steps.

Step 1. An employee, with or without a Union representative, shall take the grievance or dispute to their immediate supervisor within twenty (20) days of the occurrence or when they reasonably should have known of its occurrence. The immediate supervisor shall then attempt to adjust the matter and respond to the employee and/or their representative within ten (10) days of his/her notification of the grievance. This step may be bypassed in the event the immediate supervisor doesn't have the authority to resolve the grievance.

Step 2. If the grievance has not been settled, it may be presented in writing to the department head or elected official within ten (10) days after the immediate supervisor's

response is due. The department head or elected official shall respond to the Union representative, in writing, within ten (10) days.

Step 3. If the grievance still remains unadjusted, it may be presented to the Wallowa County Board of Commissioners or to its designee within ten (10) days after the response of the department head or elected official is due. The Wallowa County Board of Commissioners or its designee shall respond in writing to the Union representative within ten (10) days.

Step 3.5. Mediation. In the event that no agreement is reached in Step 3, the parties may proceed to mediation, if mutually agreed.

Step 4. If the grievance is still unsettled, the Union shall request arbitration by written notice within ten (10) days after the reply of the Wallowa County Board of Commissioners is due.

Step 5. If arbitration is requested, a list of arbitrators shall be obtained from the State Conciliation Service. The list shall consist of thirteen (13) arbitrators from Oregon and Washington. The moving party shall strike the first and each party shall, in turn, strike one (1) arbitrator at a time from the list until one (1) name remains. The arbitrator whose name remains shall act as the arbitrator of the dispute. The arbitrator shall not have the authority to modify, add to, alter, or detract from the express provisions of this Agreement. The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing, and arbitration procedures, provided that in doing so the arbitrator shall not contravene any provisions of this Agreement. The arbitrator's decision shall be final and binding.

The arbitrator's fees and expenses shall be borne by the losing party.

All references to days in this section shall be construed to mean working days.

15.2 Time Limits. All parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such limits, the following shall result:

- A. If the grievant or the Union fails to respond in a timely fashion, the grievance shall be deemed waived and not subject to arbitration; but the employee or the Union may process the grievance to the Wallowa County Board of Commissioners. In this case, the decision of the Wallowa County Board of Commissioners shall be final and binding.
- B. If the County, at any step, fails to respond in a timely fashion, the grievance shall proceed to the next step.
- C. Extension of time lines will be granted if both parties agree.
- D. In the event the parties dispute timeline issues for matters submitted to arbitration, the arbitrator will be limited to hear the timeliness arguments first, including any

closing summation by the parties. The arbitrator will then rule from the bench on the timeliness issue.

ARTICLE 16 – SENIORITY

16.1 Definition. County seniority shall be defined as the employee's total length of continuous service with the County from the employee's last date of hire. Classification seniority shall be defined as the employee's length of service in a classification.

All seniority shall be terminated if an employee:

- A. Quits.
- B. Is discharged for just cause.
- C. Is laid off and fails to respond to written notice as provided in this Article, Section 16.4.
- D. Is laid off work for a period of time greater than thirty-six (36) months or a period of time equal to the employee's County seniority, whichever is shorter.
- E. Fails to report to work at the termination of an extended leave of absence.
- F. Is retired.

16.2 Reduction in Force. A layoff is a separation of employment. In the event of layoff in the Public Workers Department, layoffs shall be in inverse order of seniority by classification. The affected employee shall have the option to bump into the position occupied by an employee with the least seniority of a similar or lesser classification provided that the bumping employee has the minimum job skills, license(s) and qualifications to perform the job functions as determined by the County. Seniority for bumping will be based on continuous seniority with the County.

The County agrees to notify the Union and the employee, simultaneously, not less than thirty (30) days prior to any layoff by forwarding the name and occupational classifications of the employees to be laid off. This Article may be grieved to arbitration per Article 15, Settlement of Disputes. If an employee does not provide notice to the County to bump within 7 calendar days of layoff notice, the County may elect to pay the employee for the remainder of the employee's regular schedule during the 30 day period and end employment.

16.3 Recall. Employees on layoff shall be entitled to be recalled to their former positions so long as such recall is within thirty-six (36) months of the employee's layoff date.

16.4 Notice. It shall be the responsibility of the employees laid off to keep the County informed of the address at which they may be reached and re-employment shall be offered in person or by certified mail addressed to the last address furnished by the employee. When an offer of re-employment has been made, the former employee shall advise the County of acceptance within one (1) calendar week and shall report for duty within ten (10) days of the receipt of the notification by the County, unless prevented by circumstances beyond their control from reporting within that time period. An employee who fails to accept re-employment at

his/her previous classification when offered by the County in accordance with the provisions of this Article shall be deemed to have forfeited all recall rights to that classification.

16.5 Seniority List. A current seniority list shall be maintained by the County and made available to the Union upon request.

ARTICLE 17 – GENERAL PROVISIONS

17.1 Personnel Files. Employees or their representative, with written consent of the employee, may inspect items in their personnel file since their date of employment. The employees may request copies of material from their file.

Incorrect administrative material will be corrected or removed, upon request, from an employee's personnel file. Employees shall be entitled to prepare a written explanation or opinion regarding any critical material placed in his/her official personnel file. The employee's explanation or opinion shall be attached to the critical material and shall be included as part of the employee's official personnel record so long as the critical materials remain in the file. Where the personnel records are maintained in format other than paper, the explanation or opinion will be placed next to or in closest possible proximity to the critical material.

No material reflecting critically on an employee shall be placed in an employee's file which does not bear the signature of the employee indicating they have seen a copy of the material. Such signature does not necessarily indicate agreement with the content of the document.

At the request of the employee, written warnings and reprimands shall be removed from their personnel file after three (3) years if no other disciplinary actions have occurred during that period.

17.2 Non-Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, religion, sexual orientation or gender identity, mental or physical disability, veteran status, national origin, political affiliation or other protected status in accordance with applicable law.

All references to employees in this Agreement designate both sexes. Whenever a gender is used it shall be construed to include male and female employees.

17.3 Promotions. When an employee is promoted to a higher-paying position within his/her department, the employee will serve a probationary period of six (6) months. Promotional opportunities are at the discretion of the County and not subject to posting. In the event the employee does not successfully complete his/her probationary period, the employee will be entitled to bump back to his/her previous position or an equal position. Demotion by the County during the probationary period is not subject to the grievance procedure.

When an employee is promoted as described above, he/she shall be moved to the next highest pay step in the new range. The employee's new anniversary date shall be the date of his/her promotion.

A copy of all job openings will be provided to the Local Officers and the SEIU Local 503, OPEU Organizer through email by the Personnel Director prior to, or concurrent with the job posting.

17.4 Use of Road Department Shop. Personal use of County shop facilities and shop equipment shall be in accordance with County Road Department policy and at the discretion of the Wallowa County Board of Commissioners and may be revoked by the Wallowa County Board of Commissioners for any cause and without prior notice.

ARTICLE 18 – STRIKES

18.1 No Strike. The Union and Its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, or slowdown, or any other restrictions of work, at any location in the County during the term of this contract. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the County by the Union or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the County against any employee or employees engaged in a violation of this Article. Such disciplinary action shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the County.

18.2 Union Obligation. In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form whether on the basis of individual choice or collective employee conduct, the Union will immediately, upon notification, attempt to secure an immediate orderly return to work. The obligation and the obligations set forth in Section 18.1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to stoppage or by whether such subject matter is or is not subject to the grievance provision of the Agreement.

18.3 Lockout. There shall be no lockout of employees during the life of this Agreement.

ARTICLE 19 – SAVINGS CLAUSE

Should any portion of this contract be unlawful or held contrary to the law, such decision shall apply to the specific portion thereof directly specified and all other provisions of the Agreement shall remain in full force and effect for the duration of the Agreement. Upon such declaration, the parties agree to immediately negotiate a substitute, if possible, for the invalidated portion thereof.

ARTICLE 20 – TRAVEL REIMBURSEMENT

Travel expenses will be reimbursed in accordance with County policy as adopted and revised by the Board of Commissioners periodically. Reimbursements authorized by policy shall not be changed without written notice to the Union and mid-term bargaining as required by law.

ARTICLE 21 – TERM OF AGREEMENT

This Agreement shall be effective upon the signing by both parties unless otherwise specified herein and shall remain in full force and effect through June 30, 2020. Parties will initiate bargaining a successor agreement by February of the expiring year.

Signed and dated this 4th day of December 2017

WALLOWA COUNTY


Susan Roberts, Commissioner



Todd Nash, Commissioner

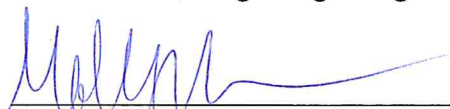

Paul Castilleja, Commissioner

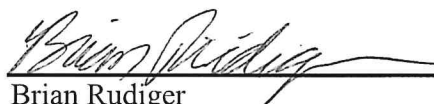
SEIU LOCAL 503, OPEU


Carl McFetridge, Bargaining Delegate


Tom McKenzie, Bargaining Delegate


Rick Gillette, Bargaining Delegate


Molly Malone
Public Services Field Director


Brian Rudiger
Executive Director

Appendix A

WALLOWA COUNTY PUBLIC WORKS WAGE SCALE

Effective July 1, 2017

Hourly Rates

Classification	Step 1	Step 2	Step 3	Step 4
Vegetation Project Specialist	14.45	14.67	14.89	15.11
	Step 1	Step 2	Step 3	Step 4
Public Works Admin Assistant	19.33	19.62	19.92	20.22
	Step 1	Step 2	Step 3	Step 4
Maintenance Worker 1 Solid Waste Worker 1	19.70	20.00	20.30	20.60
	Step 1	Step 2	Step 3	Step 4
Maintenance Worker 2 Vegetation Manager	21.38	21.70	22.03	22.36

Scale reflects hourly rates. Employees are generally paid on monthly annualized average salary on a 2080 hour yearly schedule.*

Steps are 1.5% apart.

** County is attempting to acquire new payroll software. When in place, parties agree to reopen contract using expedited bargaining (ORS 243.698) to negotiate new pay days.*

Bargaining note: County will increase per diem in travel policy for meals from \$10, \$10, \$20 to \$15, \$15, \$25 respectively.

WALLOWA COUNTY

TRAVEL REIMBURSEMENT POLICY

Employees who travel on County business and expect to be reimbursed for expenses must submit a Wallowa County Travel Expense Report form within 30 days of the date of travel.

The following rates and rules shall govern reimbursement to employees that report for work at any location outside Wallowa County. The reimbursements set forth in this policy will not be reduced without notice to County bargaining units and bargaining as required.

1. *Mileage*

- A. Employees are expected to travel in a County vehicle and to use the County fuel card for gasoline and oil.
- B. If the employee prefers to use a personal vehicle, mileage will be reimbursed only one way. For the Public Works and Courthouse bargaining units, if an employee uses a personal vehicle due to safety reasons, mileage will be reimbursed portal to portal from the employee's County work station. Safety reasons must first be noticed in writing to the supervisor or subsequent approval for use of a personal vehicle is required. Safety reasons can include weather related conditions and available vehicles to travel in inclement weather.
- C. If the employee must use a personal vehicle because a County vehicle is unavailable, mileage will be reimbursed round trip.
- D. If a vehicle and seating for a trip is available, additional mileage will not be paid for additional drivers.
- E. Mileage will be reimbursed at the current rate authorized by the IRS.

Mileage will be reimbursed at the current federal rate per mile for use of a private vehicle.

2. *Meals*

Reimbursement for meals when an overnight stay is **not** required is taxable, per the IRS, for the employee and will be paid in the employee's next scheduled paycheck. If an overnight stay is part of the travel, reimbursement is not taxable and will be made at the next scheduled accounts payable check run.

- A. Breakfast will be paid only if leaving before 7:00 a.m. (6:00 a.m. for Public Works). Reimbursement request must include time of departure.
- B. Dinner will be paid only if returning after 7:00 p.m. Reimbursement request must include time of return.
- C. Meals will be reimbursed at the following schedule not to exceed: \$40.00 per full day of travel.

Breakfast	\$10.00
Lunch	\$10.00
Dinner	\$20.00

- D. The full price of a meal will be paid when attending an event where the meal price is set above the maximum price, however, a receipt is required.

3. ***Lodging - Receipt Required***

- A. Employees must request governmental rates when making reservations.
- B. Double occupancy is required for employees of the same gender.
- C. Lodging will be reimbursed only beyond a two hundred (200) mile radius of Enterprise, unless the stay is more than one (1) day.

4. ***General***

- A. Expenses for meals and lodging which are included in conference registration fees must be itemized and will be reimbursed at cost. Out-of-pocket registration fees paid by employees will be reimbursed and a receipt is required. Meals provided in connection with a conference or training as part of registration are in lieu of a travel meal.
- B. Any employee may request a cash advance by declaring expected expenses at the rates quoted above. The final account within 30 days of travel will require a reconciliation between amount advanced and amounts reimbursed.

Wallowa County

TRAVEL EXPENSE FORM

Employee Name: _____

Department: _____

Date: _____

Reimbursement Request must be submitted within 30 days of date of travel.

Date of Travel	Departure and Return Time	Location & Reason for Trip	(A) Individual Meal Expense B L D			(B) Lodging Expense	Miles per Chant/Odom	(C) Rate @ _____/mi	(D) Miscellaneous (parking, fares, cab, etc)	TOTAL (A+B+C+D)
Total for Trip										

I certify that this claim is true and correct and that no part heretofore has been or will be claimed from any other source.

Advance Ck #_____ Less Advance (_____)

Total Reimbursement Due \$_____

Employee Signature

Date

Supervisor Approval
Revised 2/08

Date

Comments or Explanation of Special Circumstances:

