

Crook County  
July 1, 2013

**LABOR CONTRACT**

***CROOK COUNTY ROAD DEPARTMENT***

***AND***

***AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL  
EMPLOYEES (AFSCME) COUNCIL 75***

**CONTRACT TERM**

**July 1, 2013 through June 30, 2018**

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## PREAMBLE

This Agreement is made and entered into by and between Crook County (hereinafter the County) and the American Federation of State, County and Municipal Employees Council 75 (hereinafter the Union), for the purpose of fixing wages, hours, benefits, and mandatory conditions of employment and other matters affecting members of the bargaining unit as certified by the Employment Relations Board.

It is also the purpose of this Agreement to promote the mutual interests of the County and its employees and to provide for the operation of the County's business under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to production. The Parties will cooperate fully to secure the advancement and achievement of these purposes.

Personnel matters that arise which are not identified within the Union Contract shall follow the current Crook County Employee Policy Handbook and are not subject to the grievance process under Article 8.

## **ARTICLE 1 - RECOGNITION**

### **Section 1**

Crook County Road Department recognizes the Union as the sole and exclusive bargaining agent for all employees of Crook County Road Department excluding supervisory, confidential employees, temporary employees, seasonal employees and employees who are regularly scheduled to work less than half-time hours per month.

**Current Union Positions:**

**Truck Driver/Equipment Operator/Sign Shop**

**Shop Mechanic**

**Flagger**

### **Section 2**

If the County establishes a new classification included in the bargaining unit, or reclassifies an existing bargaining unit position, the County shall notify the Union in writing.

## ARTICLE 2 -UNION RIGHTS

### Section 1

The Union shall notify the County in writing of its staff representative of the Local, Council 75, or International, American Federation of State County and Municipal Employees, AFL-CIO.

### Section 2

The business of the Union shall be conducted by the employees during non-duty time. The activities of Union Stewards, however, in meeting with Management regarding employee grievances or meetings called by management where an employee requests representation will be permitted on paid duty time.

Contract negotiations will be conducted during the last two working hours of the day. This will be paid time for up to a maximum of three union members.

### Section 3

The Union shall notify the County of the selection of employee officers and Stewards and their alternates by means of written notice via mail, facsimile or e mail.

### Section 4

The County agrees to provide limited bulletin board space. The Union agrees that it will not post material that is profane, obscene or defamatory of the County or its employees.

### Section 5

The Union shall send all mail associated with Union business to the personal address of the employee.

Section 6

The County shall notify the Union within 30 days of a new hire who qualifies for representation under Article 1. The County shall also furnish the Union within 30 days of the effective date a list of employees entitled to representation who have terminated employment.

Section 7

Upon advance request and approval by the County, the Union may be allowed the use of the facilities of the County for meetings when such facilities are available and the meeting would not interfere with the business of the County.

ARTICLE 3 - FAIR SHARE

Section 1

The County shall deduct from the wages of employees in the bargaining unit who are members of the Union, and who have requested such deductions pursuant to ORS 292.055, a sum equal to Union dues. This deduction shall begin with the first payroll following such authorization and shall continue from month to month for the life of this Agreement.

Section 2

Employees in the bargaining unit who are not members of the Union shall make payment-in-lieu-of-dues to the Union. Payments-in-lieu-of-dues shall be equivalent to the regular Union dues used for collective bargaining purposes. Effective the first of the month the County will deduct from the wages of each bargaining unit employee who is not a Union member the payment-in-lieu-of-dues required by this Section. Similar deductions will be made in a similar manner from the wages of new bargaining unit employees who did not become members of the Union within thirty (30) days after the effective date of their employment. The County shall remit a payment of all said deductions to the Union by the twentieth of the month after the deductions have been made. Said payments shall be accompanied by a listing of the names and Social Security numbers of all employees from whom deductions are made.

**Section 3**

Any employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization, or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a nonreligious charity, or to another charitable organization mutually agreed upon by the employee affected and the Union.

The employee shall furnish proof to the County that this has been done. Notwithstanding an employee's claim of exemption under this Section, the County shall deduct payments-in-lieu-of-dues pursuant to this Section until agreement has been reached between the employee and the Union.

**Section 4**

The Union agrees that it will indemnify, defend and hold the County harmless from all suits, actions, proceedings, and claims against the County whether for damages, compensation, reinstatement or a combination thereof arising out of the County's implementation of this provision.

## ARTICLE 4 - SCOPE OF AGREEMENT

### Section 1

The Agreement expressed herein in writing constitutes the entire Agreement between the parties. This Agreement shall supersede all previous oral and written Agreements between the County and the employees. It is agreed that the relations between the parties shall be governed by the terms of this Agreement only; no prior agreements, understandings, past practices, existing conditions, prior benefits, oral or written, shall be controlling or in any way affect the relations between the Parties, or the wages, hours and working conditions unless and until such Agreement, understandings, past practices, existing conditions, and prior agreements shall be reduced to writing and duly executed by both parties.

### Section 2

In the event the County intends to make an unilateral change to a matter subject to mandatory bargaining as determined by the Employment Relations Board, the County agrees to notify the union prior to making said change. Additionally, the County agrees to negotiate with the union during a twenty-one (21) calendar day period following the notification.



## ARTICLE 5 - NON-DISCRIMINATION

### Section 1

The County and the Union agree not to discriminate against any employee because of race, color, sex, age, national origin, marital status, religion, disability, union membership, or non-membership.

### Section 2

The terms of this Agreement shall be applied equally to all members of the bargaining unit.

## ARTICLE 6 - PROBATIONARY EMPLOYEES

### Section 1

Every new employee shall serve a probationary period of six (6) months, unless extended for a maximum of an additional six (6) months. However, extension of a probationary period shall not delay access to retirement and vacation will continue to accrue.

### Section 2

Employees who are promoted or transfer classifications within his/her department shall not be required to serve a probationary period.

### Section 3

Each probationary employee shall be evaluated prior to the completion of the six (6) month probationary period, unless the probationary period has been extended for an additional (maximum six (6) months. In the event of a probation extension, the employee shall be given written notice containing the reason(s) for the extension.

### Section 4

Any employee who is terminated during his/her probationary period shall be given written notice of the reason or reasons for the termination. If the employee is terminated during his/her probationary period, termination is not subject to the grievance process in Article 8.

## ARTICLE 7 - DISCIPLINE AND DISCHARGE

### Section 1

The principles of progressive discipline shall normally be used except when the nature of the problem requires more serious action. An employee shall not be disciplined or discharged without cause.

### Section 2

Discipline shall normally consist of one of the following:

- a) Oral warning
- b) Written warning
- c) Suspension
- d) Discharge

### Section 3

Disciplinary action shall be accomplished in a manner, which affords the employee the most protection possible from embarrassment before other employees and the public.

### Section 4

When the County intends to take disciplinary action involving discharge or suspension, the County shall notify the employee and the Union in writing of the charges against the employee and the proposed disciplinary action and shall provide the employee with the opportunity to respond to the charges at a hearing with the person having authority to impose the proposed disciplinary action.

### Section 5

Disciplinary action shall be removed from the employee's personnel file after five (5) years, provided there has been no recurrence of a similar offense during the five (5) year period.

## ARTICLE 8 - GRIEVANCE PROCEDURE

### Section 1 - Policy

The County will promptly consider and respond to employee grievances relating to employment conditions and relationships. Furthermore, the County prefers to correct the causes of grievances informally and encourages both supervisors and employees to resolve problems as they arise.

An employee, at his or her discretion may elect to be represented by the Union at any step in the procedure. The aggrieved employee or group of employee's shall appear at all meetings.

Date of occurrence, means the date the aggrieved party had or should reasonably have had knowledge of the occurrence. Time limits for responses and advancement of grievances do not include the day the response is given or the day the grievance is advanced to the next level.

### Section 2 - Grievance Procedure

The following steps are to be followed in submitting and processing a formal grievance:

- Step I. The aggrieved employee or group of employees should verbally present the grievance to the Road Master within ten (10) working days of the occurrence of the problem. The Road Master shall give his/her oral reply within ten (10) working days of the date of the presentation of the grievance.
- Step II. If the grievance is not fully settled in Step I, it shall, in detail, be reduced to writing, dated, signed by the aggrieved employee or group of employees, and presented by the aggrieved party or group of employees to the Road Master within ten (10) working days. The Road Master shall reply in writing to the grievance within ten (10) working days of the date of the presentation of the written grievance.

**Step III.** If the grievance is not settled in Step II, the written grievance is to be presented by the aggrieved party, along with all pertinent correspondence, records, and information, to the County Legal Counsel and County Court within ten (10) working days after the Road Master's response is given. The County Court shall set a date and time and shall meet with the aggrieved employee or group of employees and Road Master. The County Court shall reply to, and the grievance in writing within ten (10) working days after the date of presentation of the written grievance.

**Step IV.** Alleged contract violations maybe processed by Oregon Employment Relations Board.

### **Section 3 - Time Limits**

If the grievance procedures established by this Article are not initiated within the time limits, the grievance shall be considered not to have existed.

### **Section 4 - County Liability**

If the County fails to meet or answer any grievance within the time prescribed for such action, the grievance shall automatically advance to the next step.

### **Section 5 - Extension of Time Limits**

The time limits for the initiation and completion of the steps of the grievance procedure may be extended by mutual consent. Mutual consent shall be indicated in writing and signed by authorized parties of the Union and County.

### **Section 6 - Prohibited Practices**

No employee can be disciplined or discriminated against in any way because of the employee's use of the grievance procedure.

## ARTICLE 9 - MANAGEMENT RIGHTS

In order to operate its business, the County, in its sole discretion, retains and shall have the following exclusive rights: to determine the number, location and type of facilities; to determine the type and/or quality of services rendered; to determine the methods, techniques and equipment utilized; to hire, supervise, evaluate, discipline, discharge, promote, demote, lay off, transfer and recall the work force; to assign work and change, combine, create or abolish job classifications and job content; to establish and make known reasonable work rules and safety rules for all employees, subject to this contract; and to determine the number of employees, including the number of employees assigned to any particular operation, location and shift, except as modified in this agreement.

## ARTICLE 10 - HOURS OF WORK

### Section 1

The work day is defined as twenty four (24) hours commencing at 0001 hours. The workweek is defined as seven (7) days within a calendar week. The standard work week for Crook County is Sunday through Saturday.

### Section 2

- a. A regular work schedule is a work schedule with the same starting and stopping time on four (4) consecutive ten (10) hour shifts, with three (3) consecutive days off
- b. An alternate work schedule is a work schedule with the same starting and stopping time on five (5) consecutive eight (8) hour shifts, with two (2) consecutive days off.
- c. Work Schedules shall be established and approved in advance by the Road Master.

### Section 3

Established regular work schedules set forth in Section 2, will not be changed with less than ten (10) working days advance notice, unless an emergency requires it, or an employee voluntarily agrees to the change and an earlier implementation date.

### Section 4

The meal period shall be comprised of combining two paid break periods of 15 minutes each into one paid half hour lunch period. The rest breaks shall be scheduled as near to the midpoint of each (1/2) shift as possible. No employee shall work through lunch without prior approval from the Road Master.

### Section 5

All travel time between the County Road Department and work sites shall be paid time. The Road Department will provide vehicles for duties performed by employee as approved by the Road Master. Only in the event, where the County cannot provide vehicles will the County reimburse the employee, based on mileage using the approved Crook County Rate. Advance approval from the Road Master shall be obtained prior to the use of personal vehicles and to receive reimbursement for mileage.

### Section 6

Personnel needed for emergency call-ins shall be at the sole discretion of the Road Master. Within the group of individuals qualified and available to perform the work, however, the Road Master will make a good faith effort to equalize overtime opportunities.

### Section 7

Nothing in this Article shall be construed as a guarantee of hours.

## ARTICLE 11 - OVERTIME

### Section 1

Overtime shall be provided in accordance with the Fair Labor Standards Act (FLSA). All non-exempt employees shall be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay for all hours worked in excess of ten (10) regular work hours or eight (8) alternate work hours per scheduled work day. Vacation pay shall be considered hours worked in computing overtime.

### Section 2

By mutual agreement, an employee may receive compensatory time-off at the rate of one and one-half (1 ½) times their regular rate of pay for overtime earned in accordance with Section 1. Compensatory time accrual shall not exceed eighty (80) hours and all compensatory time must be exhausted within twelve (12) months of accrual. After twelve (12) months, unused compensatory time shall be paid to the employee.

**Section 3**

Overtime shall be approved in advance by the Road Master or designee of the Road Master.

**Section 4**

Whenever an employee is called back to work after leaving for the day, or is called into work on his or her day off, the employee shall receive a minimum of two (2) hours of overtime pay.

**ARTICLE 12 – LAYOFF OF PERSONNEL AND JOB POSITIONS**

The decision to lay-off or recall employees shall be based on seniority, as long as the employee has the qualifications to do the job as determined solely by management. If a position becomes available within the Road Department it will be posted in the break room of the shop for current employees of the Road Department to apply. Recall rights shall be limited to twenty-four (24) months.

In order for an employee to transfer from another county department into the Road Department a position must be available. Any employee transferring from another department within the county to the Road Department shall also start over with the seniority within the Road Department only as to lay off status and job bidding status. No other benefits will be affected.



## ARTICLE 13 - HOLIDAYS

### Section 1

The following shall be recognized as paid holidays:

- |                           |   |
|---------------------------|---|
| 1. New Year's Day         | 6. Labor Day  |
| 2. President's Day        | 7. Veteran's Day  |
| 3. Martin Luther King Day | 8. Thanksgiving Day   |
| 4. Memorial Day           | 9. Christmas Day  |
| 5. Independence Day       | 10. One (1) floating holiday each fiscal year taken on a date requested by the employee and approved by the Road Master in advance. |

Whenever a holiday falls on a Sunday, the following Monday shall be considered a holiday. If a holiday falls on Saturday, the proceeding Friday shall be a holiday. Holidays that occur during paid vacation or sick leave shall not be charged against vacation or sick leave. In order to qualify for holiday pay the following must apply:

- 1) Employee must work on their regular scheduled day before and after the holiday.

OR qualify under the following events:

- a) Illness excused with doctors note.
- b) On leave under Worker Compensation, FMLA and OFLA.
- c) Bereavement or employee immediate family member is hospitalized as defined in Section 4 of Article 16.

If a, b or c do not apply then vacation time must be used in order to receive holiday pay.

### Section 2

Full-time employees shall be compensated at the straight rate of each recognized holiday, depending on the number of hours they are normally scheduled to work for the day. All part-time employees shall be compensated at the straight-time rate on a pro-rated basis for each recognized holiday.

**Section 3**

Work performed on holidays which fall within the regular work schedule shall be considered as overtime work (1 1/2 in addition to the regular rate of pay, totaling 2 1/2 times the regular rate of pay).

**ARTICLE 14 - VACATION**

**Section 1**

**Eligibility.** Employees may use their accrued vacation leave as soon as accrued after receiving authorization from the Road Master (see Section 5 below). Vacation does not accrue when an employee is on leave without pay. Employees on probation will not be eligible for vacation leave with pay until completion of probation. Eligibility for employee's hired between the 1<sup>st</sup> and 15<sup>th</sup> of the month shall be retroactive to the 1<sup>st</sup> day of the month. Employee's hired between the 16<sup>th</sup> and the end of the month shall be retroactive to the 16<sup>th</sup> day of the month. Accrual will start at the beginning of the eligible year.

**Section 2**

**Maximum Accrual.** The maximum accrual for vacation leave shall be equal to a total of two (2) years vacation leave credit. Leave accrued in excess of the above shall be forfeited unless prior approval for an extension is granted in writing by the Road Master.

**Section 3**

**Accrual Provisions.** Vacation shall be accrued as follows for full-time employees and will be paid starting at the beginning of the year:

0-5 years:	6.67 hours per month
6-10 years:	10.0 hours per month
11-15 years:	13.33 hours per month
16 + years:	16.67 hours per month

#### Section 4

**Payment Upon Separation.** Employees with accrued and unused vacation leave are entitled to payment for such leave at the time of separation from the County service. An employee who terminates employment during a period of probationary employment will not be paid for vacation time. On the death of an employee, all vacation shall be paid to his or her estate.

#### Section 5

**Scheduling.** The Road Master must approve all vacation schedules. No vacation time shall be scheduled during the oiling/paving season; however, oiling/paving season will include only one holiday weekend. Employees shall request vacation leave and any other request for leave by submission of leave request forms located in the Road Department Office. Submittals will be approved on a first come basis. Due to staffing limits, no more than three represented employees will be allowed off on any scheduled work day. This does not apply to events identified in Article 13, 1- (a & b)

Consecutive time off will be limited to three (3) weeks. This does not apply to Article, 13 1a – b. If special circumstances come up that an employee wishes more than three (3) consecutive weeks off, the employee will meet with the Road Master and provide the necessary information that identifies this as a special circumstance request. The Road Master will review the information provided and make a determination based on scheduling, training, prior requests for time off, seasonal requirements, staffing availability or other essential operational duties that may be significantly impacted due to the extended time off. Employees will receive a written notification of approval status for all submittals.

#### Section 6

**Vacation Buy Back.** Employees may cash in a single block of forty (40) hours of vacation per fiscal year. This will be paid at 100% of the vacation's monetary value.

Section 7

Vacation and Sick Leave Donation.

Employees who have exhausted all accumulated leave may be eligible for leave sharing. The employee must notify the County in writing that as a result of a medical condition of the employee or a family member of the employee, a prolonged absence of the employee from duty will result in a substantial loss of income. Once an employee has notified the County of eligibility for leave sharing, other County employees may donate up to twenty (20) hours of vacation time and four (4) hours of sick time to the eligible employee. Time shall be donated in blocks of two (2) hours and will not be refunded to the donor.

The value of time donated will be calculated based on the rate of pay applicable to the donor at time of donation. Once donated, shared leave will be paid to recipients at the rate of pay applicable to the recipient at the time of distribution. Any balance of shared leave donated for the benefit of a particular eligible employee expires and may not be used upon that employee's return to regular duty. Leave sharing does not extend the total amount of leave to which the employee is entitled under FMLA and OFLA.

County shall continue for the term of this contract the Long Term Disability Insurance policy as provided to employees during the 2013-2016 fiscal years.

ARTICLE 15 - SICK LEAVE

Section 1

Eligibility. Sick leave shall be earned by each regular full-time employee. Employees on probation will not be eligible for sick leave with pay until six (6) months completion of probation.

Section 2

Maximum Accrual: Employees shall accumulate sick leave at the rate of eight (8) hours for each full month of continuous service. Employee may accrue a maximum of 1,080 hours of sick leave.

### Section 3

**Authorized Usage.** Sick leave shall be used only for the following:

- a. When an employee is physically unable to perform duties because of illness or injury. The employee shall notify the Road Master as soon as possible prior to the beginning of each shift. If the employee is off for (3) three consecutive days, the employee will be required to provide a note from the doctor stating that they can return to work without any restrictions, prior to returning to work.
- b. Exposure to contagious disease under circumstances by which the health of the employees with whom associated or members of the public necessarily dealt with would be endangered by the attendance of the employee.
- c. When requested and approved as FMLA and or OFLA leave.

### Section 4

**Absence Paid by State Industrial Accident Commission.** Salary paid for a period of sick leave also covered by workers' compensation shall be equal to the difference between the workers' compensation for lost time and the employee's normal net pay rate. In such instances, prorated charges will be made against accrued sick leave then vacation upon receipt of a timecard signed by the employee.

### Section 5

**Worker's Compensation.** Employees absent under claims covered by workers compensation insurance shall call the Road Master every Monday to report on their progress of recovery.

### Section 6

Employees with a minimum of ten (10) years of service and who have accrued a minimum of six hundred (600) hours of unused sick leave, shall be eligible to cash in one half of their unused sick leave up to the cap placed on sick leave accrual. The maximum amount of sick leave that may be cashed in under this provision is five hundred (500) hours. This will not apply to any new employee hired after January 1, 2010.

## ARTICLE 16 - LEAVES OF ABSENCE

### Section 1

**Jury Duty.** Employees performing jury duty shall receive regular pay for the period of duty. Employees shall sign over to the County any compensation (excluding mileage) received as a result of such duty, but only if County employee is being paid by the County during service.

### Section 2

**Witness Duty.** Employees shall receive regular pay for appearance before a court, ERB hearing, legislative committee, judicial or quasi-judicial proceeding as a witness in response to a subpoena or other direction by proper authority if related to Crook County business. Employees shall sign over to the County any compensation received as a result of such duty, but only if County employee is being paid by the County during service. An employee called for witness duty not related to Crook County business shall use accrued vacation time, or leave without pay, and will keep any compensation received as a result of such duty.

### Section 4

**Bereavement Leave.** For the purpose of this section, the immediate family shall be defined as the employee's spouse, children, step-children, grandchildren, mother, father, brother, sister, grandparents, mother-in-law, father-in-law, domestic partner and any other relative residing within the employee's household. Up to three (3) working days in succession per occurrence may be used for these purposes.

### Section 5

**Leaves of Absence,** either with or without pay under FMLA and OFLA, shall be governed by those applicable statutes.

**ARTICLE 17 - HEALTH & WELFARE**  
**MEDICAL AND DENTAL INSURANCE**

**Section 1**

**Policy.** It is the policy of Crook County to provide health insurance to its employees, unless the employee elects not to take it. For the term of this Agreement, beginning July 1, 2013 to June 30th, 2018 the County will pay 80%.

The County will continue to provide equal or better medical insurance benefits to the Road Department employees as it provides to all other county employees. The County will continue to provide the current paid life insurance plans. The parties agree that the Road Department bargaining unit will have a representative on the Benefits Advisory Committee. The function of the Benefits Advisory Committee is to recommend to the County Commissioners any changes in insurance coverage or benefits.

**Section 2**

**Eligibility.** Regular full-time employees and regular part-time employees (working 80 hours per month) are eligible to be enrolled under the Health Plan on the first day of the month following 30 days of employment. Refer to the Health Insurance booklet for details on coverage, waiting periods, type of plan, etc.

**Section 3**

**Responsibility.** It is the responsibility of each employee to notify the Human Resource Department of any change of dependents for insurance.

**Section 4**

**Dental Insurance Policy.** It is the policy of Crook County to provide a means whereby employees of the County will be encouraged to take care of their dental needs.

## Section 5

**Eligibility.** Full-time employees will be provided with a dental insurance program unless the employee elects not to take it. All County employees are eligible the 1st day of the month following 30 days of employment. Refer to Dental brochure or booklet concerning details on dental coverage.

## ARTICLE 18 - SAFETY

### Section 1

The County and the Union agree to cooperate in the continuing objective to eliminate accidents and health hazards.

### Section 2

All employees shall inform the Road Master of safety concerns in the workplace, including health and safety issues. It is clearly understood that the County shall take no reprisals against employees for reporting issues to the Road Master or Safety Committee.

### Section 3

The County will continue a risk management program including approved OSHA safety committee and will review issues reported in Section 2 above. The safety committee will consist of three union members, (two CDL positions, and one Flagger position); management will have a minimum of one member on the committee with a maximum of two members based on staffing ability.

### Section 4

All Road Department Employees shall follow all safety policies and procedures as identified by OSHA, Federal Motor Carrier Regulations, Safety Committee and others approved by the Road Master. If an employee does not understand any part of a training exercise and or a safety policy, it is the sole responsibility of the employee to notify the Safety Committee and or Road Master that additional review and or training is requested. It is encouraged that all staff work together to create a safe work environment for co-workers and the public. It is also the responsibility for all employees of the Road Department to report immediately any safety concern of operations, equipment and or co-workers to the Road Master and or Safety Committee.



**Section 5**

All positions that require a Commercial Driver License as a condition of employment shall follow the current Crook County Drug and Alcohol Manual and Federal Motor Carrier Regulations. Crook County Road Department is a Drug and Alcohol Free work environment.

**ARTICLE 19 - SEPARABILITY**

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the Parties hereto that all other provisions not declared invalid shall remain in full force and effect.

**ARTICLE 20 - PERFORMANCE EVALUATIONS**

Each employee shall receive a performance appraisal prepared by the Road Master at least annually on his/her anniversary date. The Road Master shall discuss the performance appraisal with the employee. The employee shall have the opportunity to provide his/her comments to be attached to the performance appraisal. The employee shall sign the performance appraisal and that signature shall only indicate that the employee has read the performance appraisal. A copy shall be provided upon request by the employee, a copy will be provided to employee at that time.

## ARTICLE 21 - RETIREMENT

### Section 1

**Eligibility.** All regular full-time employees, shall be covered by the County Retirement Plan (401K) and be eligible for enrollment upon completion of successful probation period.

### Section 2

**Contributions.** For employees covered under the County Retirement Plan, monthly contribution will be \$180.00, beginning.

#### July 1, 2013 to June 30, 2018

July 1, 2013 – Remain with the \$180.00

July 1, 2014 – Remain with the \$180.00

July 1, 2015 – Increase by \$25.00 = \$205.00

July 1, 2016 – Increase by \$25.00 = \$230.00

July 1, 2017 – Increase by \$25.00 = \$255.00

The above proposal comes with a freeze on retirement with no match to other County employee's.

ARTICLE 22 - WAGES

Section 1

Wages. Effective the beginning of the July 1, 2013 payroll period, all wages shall be adjusted by 3.5% COL.

Effective the beginning of the July 1, 2014 payroll period, all wages shall be adjusted by an amount equal to the cost-of-living as determined by the Portland CPI-W for the year ending January 1, 2013. Such adjustment shall not be less than 2.0% or greater than 2.5%. The same conditions shall apply to any succeeding years of this contract and shall be calculated in the same manner.

Section 2

Movement on the schedule. An employee's anniversary date shall be the date of hire. Change of benefits will occur when eligible within the pay period of the actual date of hire and at the beginning of the anniversary year

Section 3

Longevity. Longevity pay of \$35 per month for each five years of continuous full-time service with the County will be paid starting at the beginning of the tenth year. Longevity pay will start with the first day of the pay period following the eligibility date of the employee. Eligibility for employee's hired between the 1<sup>st</sup> and 15<sup>th</sup> of the month shall be retroactive to the 1<sup>st</sup> day of the month. Employee's hired between the 16<sup>th</sup> and the end of the month shall be retroactive to the 16<sup>th</sup> day of the month.

10 years - \$35.00

15 years - \$35.00 additional = \$ 70.00 a Month

20 years - \$35.00 additional = \$105.00 a Month

25 years - \$35.00 additional = \$140.00 a Month


30 years - \$35.00 additional = \$175.00 a Month

ARTICLE 24 - TERM OF AGREEMENT

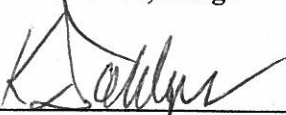
This Agreement shall be effective July 1, 2013 through June 30, 2018.

DATED THIS 1<sup>st</sup> day of April, 2013.

CROOK COUNTY:



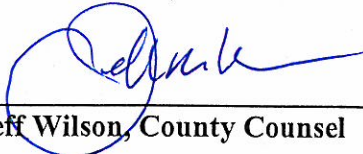
Mike McCabe, Judge



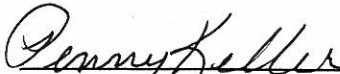
Ken Fahlgren, Commissioner



Seth Crawford, Commissioner



Jeff Wilson, County Counsel

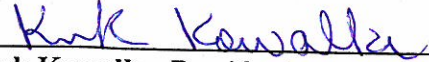


Penny Keller, Road Master

OREGON AFSCME, COUNCIL 75



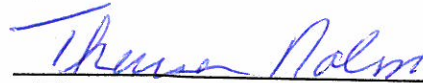
Yaju Dharmarajah,  
Counsel Representative



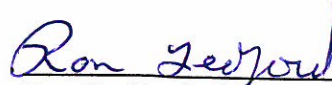
Kirk Kowalke, President



Steve Rockwood, Vice President



Theresa Nolan, Secretary



Ron Ledford, Steward