

AGREEMENT BETWEEN

GILLIAM COUNTY

and

GILLIAM COUNTY LOCAL UNION

#3326

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL 75

JULY 1, 2015 – JUNE 30, 2018

AFSCME LOCAL 3326
LIST OF OFFICERS 2015-16

PRESIDENT

Terri Carmine

VICE PRESIDENT

Chet Wilkins

SECRETARY/TREASURER

Michelle Colby

NEGOTIATING TEAM

Terri Carmine
Michelle Colby
Don Farrar
Larry Hardie

Alternate

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Preamble

This agreement entered into by Gilliam County, hereinafter referred to as the "County", and Gilliam County Local Union #3326, American Federation of State, County, and Municipal Employees, Council 75, hereinafter referred to as the "Union", defines the relationship between the parties, and is intended to promote harmonious relations between the County and the Union.

This agreement represents the whole and complete understanding between the parties, and has as its purpose the setting forth of those matters pertaining to rates of pay, hours of work, fringe benefits and other matters relating to terms and conditions of employment which are expressly covered in this agreement, and which are consistent with the primary objective of providing efficient and economical services to the citizens of Gilliam County.

It is understood and agreed that there is a division of responsibility between the County Court and the elected officials of departments covered by this Agreement in the administration of employment conditions for Gilliam County. All parties, therefore, agree to follow the requirements of Oregon Revised Statutes, and comply with the provisions of this agreement.

If any provision of this Agreement is held to be contrary to law, then such provision shall not be deemed valid, but all other provisions shall continue in full force and effect.

ARTICLE 1

SCOPE OF AGREEMENT / RECOGNITION

Section 1.1 - Scope of Bargaining Unit: The bargaining unit covered by this Agreement shall consist of all public employees of Gilliam County, as defined in ORS 243.650 working 20 hours or more per week and excluding deputy sheriffs, supervisory and confidential employees. Prior written or unwritten commitment or agreement between the County and the Union or any individual employee covered by this Agreement is hereby superseded by the terms of this Agreement. 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.

Section 1.2 - Union Recognition: The County recognizes the Union as the sole and exclusive collective bargaining agent of all the employees covered by this Agreement for the purposes of representation all matters relating to terms and conditions of employment for such employees.

ARTICLE 2

GENERAL PROVISIONS

Section 2.1 - Definitions: For the purpose of this agreement, the word employee shall refer only to Gilliam County Employees who are members of the bargaining unit as defined in Section 1.1.

Section 2.2 - Non-Discrimination: Gilliam County and the Union agree not to discriminate against any employee because of race, color, sex, age, national origin, marital status, religion,

political affiliation, physical or mental disability, Union membership or non-membership or any other classification protected by Oregon or Federal law.

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

Section 2.3 - Employee Categories: For the purposes of this agreement, the employment categories shall be as follows:

- (a) **Regular full-time** employee occupies a position with an established FTE of 1.0.
- (b) **Regular part-time** employee occupies a position with an established FTE of less than 1.0 to .5. The Definition of .5 is (20 hours per week).
- (c) **Limited part-time** employee occupies a position with an established FTE of less than 20 hours per week. Limited part time employees are not members of this bargaining unit; but do accrue step increases, vacation and sick leave on a prorated basis.
- (d) **Part-Time Intermittent/Temporary** employee is on an irregular fluctuating basis or used for the purpose of meeting short-term, emergency workload needs. Part Time/Intermittent/Temporary employees are not members of the bargaining unit and are not eligible for any benefits including any form of paid leave. For purpose of this contract, part time intermittent/temporary is defined as no greater than 1,040 hours maximum or six months within a fiscal year, whichever comes first.

Section 2.4 - New Positions: If the employer establishes a new position which is not clearly excluded from the bargaining unit under ORS 243.650 or reclassifies an existing bargaining unit position, the employer shall notify the Union in writing within thirty (30) days following the action, as to whether or not it believes the classification to be within the bargaining unit. The Union must notify the employer in writing within thirty (30) days from receipt of the notification if it disagrees about the inclusion or exclusion of the classification in the bargaining unit or the matter becomes closed. If notice of the disagreement is received within the thirty (30) days period, the parties shall meet within thirty (30) days of above notification, or later if mutually agreed to, to discuss the matter. If an agreement is not reached within thirty (30) days, the Union may submit the matter to the Employment Relations Board.

Section 2.5 - Existing Conditions: The County shall have the right to unilaterally modify any employment condition(s) not covered by the terms of this agreement, however, the Union reserves the right to bargain the impact of such change(s) on bargaining unit members. Whenever any changes are proposed, they shall be posted prominently on the bulletin board for a period of ten (10) consecutive work days, by the conclusion of which the rules will be deemed accepted and approved by the Union unless the Union has given notice of intent to negotiate the impact. If notice to negotiate is given, a reasonable time therefore will be allowed prior to the rules becoming effective.

Section 2.6 - County-Union Meetings: Nothing herein shall preclude the County and the Union from meeting during the term of this agreement, at the request of either party, to discuss procedures for avoiding grievances or other problems for generally improving relations between the parties.

ARTICLE 3

MANAGEMENT RIGHTS

Except as otherwise expressly 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 thereof.

The County retains all power and authority not specifically abridged, delegated, or modified by this contract. Nothing in the Article is intended to inhibit or restrict informal, routine discussion of working conditions between union employees and the County. Such discussions are encouraged for the purpose of providing mutually advantageous conditions and a high level of service to the citizens of the County.

ARTICLE 4

UNION RIGHTS

Section 4.1 - Individual Choice: Membership or non-membership in the Union shall be the individual choice of the employees covered by this Agreement. The County agrees not to interfere with the rights of employees to become members of the union or discriminate against any employee for upholding his/her right to file a grievance or participate in Union affairs.

Section 4.2 - Fair Share:

- (a) The following shall not apply to employees in the bargaining unit who have not provided the County with authorization for deduction of union dues and began their employment with the County prior to July 1, 1976.
- (b) All employees in the bargaining unit shall make an individual choice as to Union membership or non-membership within thirty-one (31) days after coming within the scope of this Agreement. Any employee so choosing not to become enrolled as a member of the Union shall be required to make an in-lieu-of-dues payment equivalent to the regular monthly dues of the Union.
- (c) Any individual employee objecting on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will inform, in writing, the County and the Union of their objection. The employee will meet with representatives of the Union and establish a contribution of an amount of money equivalent to regular Union membership dues to a non-religious charity.
- (d) Failure to comply with the requirements of this Article shall subject an employee to discharge upon request from the Union to the County. The Union agrees to hold the County harmless for any discharges pursuant to this provision.

Section 4.3 - Checkoff: Commencing with the first full calendar month following execution of this Agreement, the County agrees to deduct from the paycheck of each employee the Union's regular monthly dues or the in-lieu-of-dues assessment. The amounts deducted shall be transmitted monthly to the Union or to the designated non-religious charities on behalf of the employees involved.

Section 4.4 - Months: For the purpose of calculating months to determine the beginning or end of the payroll deductions called for in Section 4.3 of this Article, dues or like amounts shall be deducted for any calendar month during which the employee works ten (10) working days or more.

Section 4.5 - Hold Harmless: The Union will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County as a result of any County action taken pursuant to the provisions of this Article. The Union and the County each agree to reimburse any monies paid or not paid in error within thirty (30) days of notification of such error.

Section 4.6 - Union Representatives: 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. Representatives of the Union, upon reasonable and proper introduction, shall have reasonable access to County premises to conduct Union business. The Union agrees that there shall be no interruptions of the normal work of the affected employees, and to be responsible for the actions and conduct of its accredited representatives.

Section 4.7 - Union Stewards: The Union shall notify the County of the selection of the Officers, Stewards and their alternates. The Union may select Stewards from employees covered by this Agreement. The Stewards shall have the right to represent employees within the bargaining unit with respect to grievances. The Stewards shall be granted time to meet with County representatives on matters relating to the processing of grievances without loss of pay during normal working hours.

ARTICLE 5

HOURS OF WORK

Section 5.1 - Regular Hours: Working hours for each employee shall be regular and consecutive except for interruptions for rest and meal periods. All employees shall be scheduled to work on a regular shift and each shift shall have a regular starting and quitting time. The County shall give affected employees at least seven (7) calendar days notice of a change in shift schedules and/or their starting and/or quitting times. Sick leave, personal leave, comp time, holidays and earned vacation leave shall count as time worked.

Section 5.2 - Workweek: The normal work week for employees in the road/weed department shall be forty (40) hours per week, not to be worked in excess of five (5) consecutive days (Monday through Friday) with at least two (2) consecutive days off, or four (4) consecutive days with three (3) consecutive days off. The Road Supervisor shall have the authority to initiate either five (5) or four (4) day workweeks, consistent with priorities and efficiencies established by the County.

The maintenance staff's normal work week shall be forty (40) hours per week, not to be worked in excess of five (5) consecutive days (Monday through Friday) followed by two (2) consecutive days off, or four (4) consecutive days with three (3) consecutive days off. The County Court shall have the authority to initiate either five (5) or four (4) day workweeks, consistent with priorities and efficiencies established by the County.

For all other employees, the normal work week shall be thirty-seven (37 ½) hours per week, not to be worked in excess of five (5) consecutive days (Monday through Friday) followed by two (2) consecutive days off, or four (4) consecutive days with three (3) consecutive days off. The County Court or other Elected Official shall have the authority to initiate either five (5) or four (4) day workweeks, consistent with priorities and efficiencies established by the County.

The parties agree that the Juvenile and Planning Director Positions are FLSA exempt as "Professional" employees and will be exempt from this section of the contract accordingly and treated as salaried employees. All salaried and exempt employees will be afforded all rights accorded to them under Oregon wage and hour laws.

The normal workweek shall begin at 12:01 a.m. Monday (one minute after midnight on Sunday) and end on the following Sunday at 12:00 p.m. midnight.

Section 5.3 – Overtime: Overtime must be pre-approved by the supervisor. Overtime shall only apply to hours worked in excess of forty hours (40). Overtime shall be calculated to the nearest one-quarter (1/4) hour worked.

Section 5.4 – Comp Time: If budgeted funds are not available, the employee and the County agree that overtime shall be taken as comp time off. The County will follow Oregon wage and hour laws with respect to accrued Comp time. Accrued compensatory hours shall not exceed eighty (80) hours. Compensatory accruals in excess of eighty (80) hours shall be paid in the period earned.

- (a) **Bargaining Unit Employees:** An employee shall be paid or granted compensatory time off (at the County's discretion) at the rate of one and one-half (1 ½) times his/her regular rate of pay for all time worked in excess of forty (40) hours in any scheduled workweek. Any work performed on Sunday or a Holiday shall be paid at the double time rate.
- (b) **Call Out Time:** Any employee called to work outside of their regular scheduled shift shall be paid a minimum of two (2) hours at the rate of time and one-half (1 ½).
- (c) **Part Time:** A person working less than full time will be paid per hour. Any extra hours over the normal approved work week as listed above will be paid at the regular hourly rate up to forty (40) hours per week.

Section 5.5 – Rest / Meal Periods: Work schedules shall provide each employee a fifteen (15) minute rest period during each one-half of a work shift (2 per normal work shift). Rest periods shall occur as close to the middle of the first and second half shifts as possible.

Rest periods that are not utilized during any shift shall not be considered for the purpose of determining overtime payments. Rest periods shall be scheduled in a manner, which will not interrupt the efficient operation of the department.

Employees shall receive a meal period of at least one-half hour, and no more than one hour during each work shift. Meal periods shall occur as close to the middle of the shift as possible. Length of meal periods shall be determined by and in accordance with existing routines in each department.

ARTICLE 6

HOLIDAYS

Section 6.1 – Recognized Holidays: The following shall be recognized as paid holidays for regular full-time and regular part-time employees.

New Year's Day
Martin Luther King Birthday (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Independence Day
Labor Day (1st Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (4th Thursday in November)
Christmas Day

Section 6.2 – Additional Holidays: Two floating holidays to be selected within the fiscal year by each employee with supervisor approval, and must be used in the calendar year and cannot be carried over. No employee may utilize floating holidays during their probationary period of six (6) months.

In addition to the above-approved holidays, any day declared or approved by the County Court.

Section 6.3 – Holiday Pay: Employees shall receive one day's pay for each of the holidays listed above which fall on a regularly scheduled workday and on which the employee performs no work or vacation pay (employees working less than full time will be prorated).

Section 6.4 – Weekend Holiday: Whenever a holiday falls on Sunday, the following Monday shall be observed as a holiday. Whenever a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. Whenever the holiday falls equally between workdays, the last workday before the holiday shall be designated as the holiday.

Section 6.5 – Holiday During Leave: Whenever a holiday shall fall on a regular full-time employee's scheduled day off, the last normal workday before the holiday or the first normal workday following the holiday (whichever is closer) shall be designated as the holiday. Whenever the holiday falls equally between workdays, the last workday before the holiday shall be designated as the holiday.

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

Section 6.5 – Holiday Work: If any of the above recognized holidays, listed in Section 6.1, are worked, the employee shall receive double time.

ARTICLE 7

VACATIONS

Section 7.1 – Accrual: All regular full-time employees shall acquire vacation leave as follows. Regular part-time and limited part-time employees shall acquire vacation time on a prorated basis. Vacations may be granted after ten (10) days notice from the employee, except in unforeseen circumstances.

- (a) New employees shall be entitled to accrue .833 days per month (10 days per year) with pay. After an employee has been in the continuous service of the County and has completed six (6) months of active work, accumulated vacation may be used. No vacation is allowed during the first six months of employment. No employee shall receive vacation pay if employee is terminated or leaves position prior to one (1) year.
- (b) After one (1) year of continuous service the employee shall be entitled to 1 day per month (12 days per year) of vacation with pay to be accumulated per month.
- (c) After five (5) years of continuous service the employee shall be entitled to 1.25 days per month (15 days per year) of vacation with pay to be accumulated per month.
- (d) After ten (10) years of continuous service the employee shall be entitled to 1.666 days per month (20 days per year) of vacation with pay to be accumulated per month.
- (e) After fifteen (15) years of continuous service the employee shall be entitled to 2.083 days per month (25 days per year) of vacation with pay to be accumulated per month.

Section 7.2. Continuous Service: Continuous service shall be defined as service unbroken by an unauthorized absence (leave without pay) in excess of ten (10) working days within a calendar month of employment.

Section 7.3 – Accumulation: Each employee may accumulate up to 200 hours of vacation. Any amounts in excess of the 200 hour limit must be taken by the end of the calendar year or will be reduced to a maximum of 200 hours or may be carried over with written permission in advance by the County Court.

Section 7.4 – Vacation Pay: One day of vacation pay is calculated according to the work week schedule in Section 5.2 or 5.3.

Section 7.5 – Termination or Death: After twelve (12) months of service any employee that has earned vacation pay and has not taken their vacation shall receive up to 200 hours vacation pay upon termination; provided the employee who quits shall have given fourteen (14) days notice of intention to quit. In case of a death, compensation for all accumulated vacation shall be paid to the employee's estate. In the event a termination occurs the affected employee shall be entitled to all accrued benefits during their term of employment with the County.

ARTICLE 8

SICK LEAVE

Section 8.1 – Accrual: Sick leave will be credited as one (1) day for each full calendar month of employment according to the work week schedule in Section 5.2 or 5.3, either 8 hours per day or 7 ½ hours per day. All part-time employees shall accrue paid sick leave on a pro-rated basis according to their established FTE. Sick leave accumulations shall be unlimited. Sick leave is provided by the County to cover “sickness” and is not to be used as a supplement for vacation. Sick leave shall not accrue during any period of leave of absence.

Section 8.2 – Utilization: Sick leave with pay is intended to be utilized when an employee is unable to perform his/her duties by reason of illness or injury beyond their control. Sick leave may be used for dental or medical care without relation to illness or injury. Sick leave may also be used in the case of an illness or medical care in the employee’s immediate family. Immediate family is defined as mother, father, son, daughter, equivalent in-laws, husband, wife, sister, brother, significant other, and domestic partners. Relatives not listed who reside in the employee’s household are also included in the definition. In relationships other than those set forth above, and under exceptional circumstances sick leave may be granted by the Supervisor if requested by the employee.

The employee shall notify his/her supervisor of sick leave absence, and the nature and expected length thereof, prior to the time such employee would otherwise have reported to work. The supervisor, at their discretion, may require proof of the reason for utilization of sick leave, and may require a physician’s statement, where sick leave abuse is documented or patterns suggesting abuse are present.

Section 8.3 – Misuse: Any employee found to have abused sickness benefit privileges by falsification or misrepresentation will have their time reverted to leave without pay and will be subject to disciplinary action.

Section 8.4 – On-The-Job Accident: When an injury occurs in the course of employment the County’s obligation to pay under this sick leave article is limited to the difference between any payment received under Workers’ Compensation Laws and the employee’s regular salary. In such instances, prorated charges will be made against accrued sick leave.

Section 8.5 – Termination: Sick leave is provided by the County solely in the nature of insurance against loss of income, due to illness or injury. No compensation for accrued sick leave shall be provided for any employee upon termination of employment except for death or retirement from the County. Upon death or retirement from the County, employees shall receive cash for up to one-half (1/2) of their accrued sick leave not to exceed payment for 300 hours. Employees who on October 1, 1994 have more than 600 hours of sick leave time accrued, will be paid for one-half of the amount or not to exceed payment for 450 hours. Employees who as of October 1, 1994 have 600 hours or less of accumulated sick time accrued may upon retirement from the County receive cash for one half (1/2) of accrued sick leave not to exceed payment in cash for 300 hours. The balance of unused sick leave shall be credited to PERS to the extent allowed by PERS regulations.

Sick leave shall not accrue during any period of leave of absence or layoff.

Section 8.6 – Hardship Leave: Employees may donate accumulated vacation and/or sick leave to a leave bank to be used by employees whom, as a result of serious illness or injury, are about to exhaust or have exhausted their accumulated sick and vacation leaves. A committee of two employee’s representatives and two management representatives shall review requests from individual employees for use of leave from the hardship leave bank. The committee’s decision shall be final and binding as to the use of leave from the hardship leave bank and the amount and duration of hardship leave to be used. Each employee may donate no more than 25% of his or her accumulated vacation or sick leave during any one calendar year to the hardship leave bank.

ARTICLE 9

OTHER LEAVES

Section 9.1 – Bereavement Leave: In the event of death in the family (mother, father, son, daughter, husband, wife, sister, brother, step parent, step child, grandparent, grandchild, equivalent in-laws, significant other, domestic partners, and relatives not listed who reside in the employee’s household), an employee shall be entitled to a maximum of three (3) paid days off plus up to two (2) discretionary non-paid days off if necessary because of travel or family responsibilities, to attend the funeral. Compensable days must fall on the employee’s regularly scheduled workday.

Section 9.2 –Leave Due to Disaster: In the event of a disaster, which destroys or renders a County-occupied building unsafe or inaccessible, the employees who work in that building may be released and their regular pay shall continue until the end of that working day. Thereafter, the employee may use authorized leave accruals, until exhausted or until the employee is called back to work. If the employee has no leave accrual, all time off, excluding the day of the incident shall be without pay.

Section 9.3 –Leave Due to Weather Conditions: In the event of adverse weather conditions that may jeopardize an employee’s ability to travel to or from work, the employee may request paid leave. The employee may use any of his/her authorized leave accruals (except for sick leave), to cover this leave. If the employee has no leave accruals, this leave shall be without pay. If the County closes down because of inclement weather, employees will be paid for the first day of such closure.

Section 9.4 – Jury Duty and Subpoenas: When an employee is called for jury duty, or is subpoenaed as a witness as a result of official business for the county, s/he shall continue to receive his/her regular salary and shall transfer all compensation received for the performance of such duty to the County.

Section 9.5 – Family and Medical Leave (FMLA)/Oregon Family Leave Act (OFLA)/Military Family Leave Act (MFLA): Qualifying leave in accordance with any State and Federal Family and Medical Leave laws.

Upon return from any of the above stated leave, the employee shall be reinstated to their former job and pay rate. If the job has been eliminated, the employee shall be reinstated to an available and suitable alternate job if one is available.

Benefits shall not accrue during the leave period. An employee on parental leave may use accumulated sick leave or vacation leave during the three (3) months leave period, but not to extend the leave period, as required by Oregon Law.

Section 9.6 – Unexcused Absence: Absence of an employee from duty, including any absence for a single day or part of a day, which is not authorized by a supervisor or specific grant or leave of absence under the provisions of this Agreement, shall be deemed to be an unexcused absence without pay and subject to disciplinary action.

ARTICLE 10

WAGES

Section 10.1 – Compensation Plan: Employees shall be compensated in accordance with the job classification schedule attached to this Agreement and marked “Addendum A” for FY 2015-16 which is hereby incorporated into and made a part of this Agreement. “Addendum B” for FY 2016-17 and “Addendum C” for FY 2017-18 will be subsequently added for corresponding years. When any position not listed on the salary schedule is established, the County shall designate a job classification and pay rate for the position. The Union shall be notified and shall be afforded an opportunity to meet and discuss the matter. If the Union does not agree that the rate set for the classification is proper, the Union may submit the issue as a grievance under the Settlement of Disputes Article.

In the event wage increases (excluding individual merit increases) are granted to an employee or other employees, the union reserves the right to negotiate increases for the employees covered under this collective bargaining agreement.

Section 10.2 – Steps in Compensation Plan:

- (a) Employees hired at Step A of the compensation plan shall advance to Step B upon the date of July 1 following the anniversary of the completion of one (1) year of employment with the County. Each following step shall occur at the completion of the years listed on the Union Employee Step Increase Schedule. In Step B employees will receive a two (2%) increase; in Step C employees will receive a three percent (3%) increase; Step D and E are a four percent (4%) increase; Step F is a five percent (5%) increase. Step advancements will occur on July 1 of each year for all employees and will be granted until the employee reaches the top step of his/her position’s salary, unless work performance is evaluated as unsatisfactory.
- (b) If an employee’s work performance is deemed to be unsatisfactory, at least ninety (90) days prior to an employee’s step date, the supervisor shall counsel the employee. The supervisor and employee will develop a work plan, which will contain objective standards that the employee must meet over the next ninety (90) days in order to bring his/her performance to a satisfactory level. The work plan will specify regular meetings between the employee and supervisor to monitor progress. If the employee’s performance becomes satisfactory within ninety (90) days, he/she will be granted the step increase. If the employee’s work performance remains unsatisfactory, the County may deny the employee a step increase.

- (c) Unsatisfactory work performance must be documented as to areas of deficiency in an employee performance valuation. Employees who are denied a Step increase may use the grievance procedure in Article 16.
- (d) When an employee is promoted or reclassified upward, the employee shall be placed in the new classification at the step that is at least 6% more than the employee's current salary.

Section 10.3 – Cost of Living: For the fiscal year beginning July 1, 2015, the cost of living increase will be 2.45%. In each subsequent year of the contract the cost of living increase will be based on the rise in the Portland area CPI-U measured from December to December each year, published in January, applied the following July with a minimum of 2% and a maximum of 3%.

Section 10.4 – Pay Periods: All employees shall be paid on a monthly basis with payday the last working day of each month. If such working day falls on a Friday, employees shall be paid on Thursday. Monthly paychecks/electronic printouts shall include the amount of vacation time and sick leave due each employee. If an employee has any questions regarding the amounts, they shall contact their supervisor within seven (7) days of the paycheck date.

Section 10.5 – Employee Expenses:

- (a) Any employee required to use their personal vehicle in the performance of assigned duties shall be paid mileage at the allowable IRS rate per mile. All personal vehicle mileage shall be authorized in advance.
- (b) Employees shall exercise good judgment and particular regard for economy while traveling or incurring expenses in connection with County business. Any expense for which an employee incurs while within the scope of employment should directly and clearly relate to the conduct of County business. The County reserves the right to deny expense claims for non-business or personal items such as personal gifts, alcohol, entertainment, or excessive expenses.

Section 10.6 – Reclassification Procedure: When any employee believes that substantial duties have been added to their job, which would justify reclassification to a higher job classification, the employee will make a formal written request for a re-evaluation of their job class and pay rate. The County will perform an evaluation and determine if such reclassification is justified based upon actual duties, after a decision is made by the County, regarding the request, that decision will be conveyed to the employee in writing. If the employee disagrees, the issue may be taken up as a Grievance at Step 2 of the Grievance Procedure. In such a grievance, the decision of the County Court shall be final.

When the County believes that substantial duties have been removed from a job, which would justify reclassification to a lower job classification, the County will perform an evaluation and determine if such reclassification is justified based upon actual duties. The decision of the County will be conveyed to the employee and Union in writing. If the employee disagrees, the issue may be taken up as a Grievance at Step 2 of the Grievance Procedure. In such a grievance, the decision of the County Court shall be final.

Section 10.7 – Career Recognition Pay: Employees covered by this bargaining agreement who have twenty (20) years of continuous service shall receive career recognition pay to be paid in a lump sum one-time payment of \$2,500 on the anniversary date of their 20th year. For the purpose of this section career recognition pay will be based on the employees actual hire date.

ARTICLE 11

BENEFITS

Section 11.1 – Health and Welfare: The County agrees throughout the life of this Agreement to continue to maintain comparable or better insurance coverage to that currently provided for all employees and their dependents. There shall be no change in level of coverage during the term of this Agreement without the mutual agreement of the Union. The County's contribution towards payment of medical insurance premiums shall be paid at ninety (90%) percent. The employee will be responsible for payment of ten (10%) percent.

The County agrees to contribute to an HSA or other equivalent account for members not eligible to receive benefits in an HSA account. Contributions shall be \$1500 for employee only coverage and \$3000 for family coverage (anything more than employee only coverage). This amount will be contributed into eligible participants accounts as a lump sum payment annually in January. Employees with a mid-year triggering event will be eligible for an additional contribution of \$1500 into HSA account at time of event. New hires will qualify for prorated contribution based on their eligibility date and selected insurance coverage.

In the event that the plan(s) offered by the Employer exceed the excise tax threshold or the currently offered plan is no longer available. The Union may demand to bargain over this change with the employer.

Section 11.2 – Retirement: The County agrees to pay the entire contribution to the Oregon State Public Employee's Retirement System. The full amount of required employee contributions "picked-up" or paid by the County on behalf of employees shall be considered "salary" within the meaning of ORS 237.003 (8) for the purposes of computing an employee's "final average salary" under ORS 237.003 (12) but shall not be considered "salary" for the purpose of determining the amount of employee contributions required to be contributed under ORS 237.071. Such "pick-up" or paid contributions shall be credited to employee accounts pursuant to ORS 237.071 (2) and shall be considered to be employee contributions for purposes of ORS 237.001 to 237.320.

If any law is enacted which prevents the County from paying employee retirement contributions, the Union may, at its option, at any time during the term of this Agreement, upon fifteen days prior notice to the County, terminate the provision of Article 11, Section 11.2 with respect to employer pickup of employee retirement contributions. Upon exercise of the option by the Union, the County shall simultaneously implement an increase of six (6%) percent for employees in all salary rates specified in "Addendum A", and this increase shall be incorporated thereafter in said salary rates for the purpose of calculating subsequent increases provided by this Agreement.

Section 11.3 – Protective Clothing: The County agrees to provide all Road Department employees with clean properly fitting coveralls in good condition and of sufficient quantity so that the employee will have a change available to him/her at least once weekly. The County further agrees to pay all cost for laundering, replacement and upkeep. All such coveralls shall be appropriately labeled as "Gilliam County Road Department".

ARTICLE 12

SENIORITY

Section 12.1 – Definitions:

- (a) Seniority shall be defined as total length of unbroken service with the County.
- (b) Layoff shall be defined as any involuntary separation of a regular full time or regular part time employee from the County due to the elimination of a position whether temporary or permanent.
- (c) Continuous service shall be defined as service unbroken by an unauthorized absence (leave without pay) in excess of ten (10) working days within a calendar month of employment.

Section 12.2 – Probationary Employees: Employees shall be regarded as probationary employees for the first six (6) months of their employment and shall not receive credit toward completion of their probationary period for days on which they are absent or laid off. Probationary employees may be laid off or terminated with or without cause. Probationary employees who complete their probationary period shall acquire seniority as of their day of hire and their names will be added to the seniority list. Employees who have completed their probationary period may be disciplined or discharged only for just cause.

Section 12.3 – Loss of Seniority: Seniority may be lost for the following reasons:

- (a) If the employee quits.
- (b) If the employee is discharged.
- (c) If the employee retires.
- (d) If the employee is laid off because of a reduction in force or lack of work for period in excess of eighteen (18) months.
- (e) If employee leaves a union represented position for a management position, seniority in terms of union years of service will not accrue for purpose of bumping, layoffs or wage classifications.

Section 12.4 – Seniority Lists: Every July the County shall post on the bulletin board an updated seniority list showing County seniority. A copy of this list shall be furnished to the Union when it is posted.

Section 12.5 – Filling of Job Openings: Whenever there is a Union job opening to be filled on a regular assignment basis, notice of such opening will be posted on bulletin boards and emailed for all County Union employees to see for a period of one (1) week, seven (7) days to provide employees the opportunity to apply for the job. In order to encourage employee development, preference shall be given to the internal applicant over outside applicants provided they possess the demonstrated skill and ability, in the County's good faith judgment.

Section 12.6 – Trial Period: An employee selected to fill a job opening on a trial basis shall have up to sixty (60) working days to demonstrate his/her ability to satisfactorily perform the job. If within the trial period the employee and the employer mutually agree or the employer deems the employee unable to achieve the skills required to perform the job, the employee will have the option to return to his/her previous position at the level of seniority and pay rate held at the time of leaving that position.

New employees shall serve a probationary trial service period of at least six (6) continuous months. The trial service period may be extended with the recommendation of the Department Head and the Union President for a period not to exceed twelve (12) continuous months. A Department Head may dismiss an employee at any time during an employee's trial service period if, in the opinion of the Department Head, the employee is unable or unwilling to satisfactorily perform the job duties or if the employee's work habits, conduct and dependability do not merit continuance in County service. Prior to dismissing an employee, the Department Head will consult with the County Court.

Section 12.7 – Layoff and Recall: In the event of a layoff of employees, selection of employees retained will be in accordance with the seniority so long as the senior employees possess qualifications to perform the work equal to those of the employees laid off.

Only in the event of a layoff shall employees have bumping rights. An employee displaced from his/her job by reason of a layoff shall be entitled to bump or displace an employee provided the displacing employee has greater seniority and possesses equal qualification, to perform the work equal to the employee he/she displaces and provided that the employee is available for work at the time.

In the event the Union considers the County's above determinations as to relative qualifications, to have been arbitrary or in bad faith, it may submit that question as a grievance for handling in accordance with Article 16.

Employees shall be recalled from layoff in the reverse order of their layoff.

ARTICLE 13

SAFETY

Section 13.1 – Safe and Healthy Work Environment: The County acknowledges an obligation to provide a safe and healthy environment for its employees. Likewise the Union recognizes an obligation on behalf of employees to conform to published safety rules and regulations, and failure to conform to such rules and regulations shall be subject to disciplinary action. Employees shall report all unsafe acts or conditions to their supervisors when such acts or conditions occur. No employee shall be disciplined for refusing to work in an unsafe working condition or for reporting or abiding by County and State safety laws.

ARTICLE 14

PERSONNEL FILES

Section 14.1 – Employee Signature of Acknowledgement: No report, correspondence or document of an adverse nature shall be entered into employee's county personnel file unless a copy of the completed report, correspondence, or document is furnished simultaneously to the employee and bears the signature of the employee indicating that he/she has read the material or a statement by the supervisor that the employee has been shown the material and refused to affix his/her signature. The employee shall have the right to submit a rebuttal which shall be placed in the County personnel file. An employee's signature on any adverse report, correspondence or document shall not be construed to mean that the employee agrees with the content.

Section 14.2 – Personnel Files Inspection: Any county file (except for ongoing investigations and confidential reports from previous employers) maintained by the employer regarding an employee may be inspected by the employee, or any other employee with the written permission of the affected employee. If any material reflecting critically or adversely on an employee is proved to be materially incorrect, it shall be removed from the personnel file.

Section 14.3 – Removal of Adverse Reports: If there are no further instances of misconduct on the part of the employee regarding the adverse report placed in their file, the documentation reflecting letter of reprimand and notice of disciplinary action will be removed from the file at the employee's request after four (4) years from the date of placement in the file, unless moral turpitude was involved in the incident.

ARTICLE 15

DISCIPLINE

Section 15.1 – Progressive and Corrective Discipline: The County agrees with the tenets of progressive and corrective discipline, when appropriate. The County shall neither discipline nor discharge post probationary employees without just cause. Pursuant to this Section, just cause means, but is not limited to: "a cause reasonable related to the employee's ability to perform required work. The term includes any willful violation of reasonable work rules, regulations or written policies..." [ORS 236.235(3)] Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure under Article 16 of the Agreement.

Section 15.2 – Type of Discipline: Disciplinary actions to be invoked may include the following:

- (a) Verbal Warning: Need to improve and sustain improvement.
- (b) Written Warning: Failure to correct problem and/or future problems will result in further disciplinary action including discharge
- (c) Decision Making Paid Leave: One day paid leave for the purpose to give opportunity to decide whether the desire is to continue working for the County and commitment to correct the problem.

- (d) Suspension Without Pay: Suspended for specified number of days without pay. Failure to correct problem and/or future problems will result in further disciplinary action including discharge
- (e) Suspension Without Pay Pending Investigation: Suspension may result in discharge or other disciplinary action. Opportunity to explain action for conduct before County determines that disciplinary action is appropriate.
- (f) Discharge

The County is not required to invoke such discipline progressively in the order above set forth.

Section 15.3 – Administration of Discipline: Discipline will be administered in such a manner so as not to embarrass the employee in front of other employees or the public.

ARTICLE 16

SETTLEMENT OF DISPUTES

Section 16.1 – Grievance and Arbitration Procedures: A grievance shall be defined as a dispute, difference, disagreement or complaint by an employee or the Union against the County concerning the application, meaning, or interpretation of this Agreement except for disputes involving total wages paid to employees. Any grievance which may arise shall be settled in the following manner:

- Step 1 Prior to a grievance being filed, the employee must discuss the dispute with his/her supervisor in an attempt to resolve the dispute without the necessity of utilizing the remaining steps of the grievance process.
- Step 2 The affected employee, with or without an employee representative shall present the grievance in writing to the County Judge, or designee, within ten (10) working days after the discipline is imposed. The written grievance shall summarize the nature of the grievance, the factual basis alleged in support of it, the specific provision or provisions of the contract alleged to have been violated, and the relief sought. The County Judge or designee shall respond to the Step 1 grievance in writing within ten (10) working days of the time the grievance was presented. If grievances are not so filed, they are permanently waived by the employee.
- Step 3 If the grievance still remains unsettled, it may be taken up with the governing body of the County, upon written notice within ten (10) working days after receipt of the County Judge's response. Such notice shall specify the reason for the meeting and shall provide the grievance-related information specified in Step 1. Following the giving of such notice, the County governing body and up to two (2) representatives of the Union shall meet within ten (10) working days in an attempt to resolve the grievance. The County governing body will give a written response to the grievance with ten (10) working days after said meeting.
- Step 4 If the grievance is still unresolved and the Union wishes to pursue the matter further, it must do so by delivering notice of intent to proceed to arbitration to the County governing body within ten (10) working days after the written response of the County governing body in Step 2. The parties shall first attempt to select an arbitrator who is mutually acceptable. If within ten (10) days from the request for arbitration the parties are unable to agree upon an arbitrator, the Oregon State Conciliation Service shall be requested to submit a list of seven (7) names. Both the County governing body or its designee and the Union shall have the right to strike three names from the list. The party requesting arbitration shall strike the

first name and the other party shall then strike one name. The process shall be twice repeated and the remaining person shall be the arbitrator. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. Expenses of the arbitrator shall be borne equally by both the Union and the County. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. The arbitrator shall have authority to consider only a claim based upon a specific provision of this agreement and shall have no authority to add to modify, or detract from this Agreement. Any decision of the arbitrator within the scope of the Agreement shall be final and binding upon the parties.

ARTICLE 17

TERM AND TERMINATION

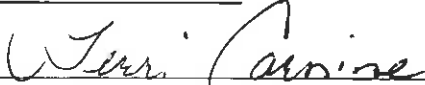
This Agreement shall be effective as of July 1, 2015, and shall remain in full force and effect until June 30, 2018. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than March 1st prior to the expiration of subsequent anniversary date that it wishes to modify this Agreement for any reason. In the event such notice is given, negotiations shall begin not later than thirty (30) days after said notice. This Agreement shall remain in full force and effect during the period of on-going negotiations.

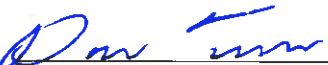
Any letters of agreement must be signed by the County Judge and the designated representatives of the Union to be valid. Such letters of agreement shall be attached and made part of the labor agreement.

Signed this 14 day of June, 2015


Signed this 16 day of JUNE, 2015

FOR THE UNION


Terri Carnine, Local President


Don Farrar, Negotiating Team



Michelle Colby, Negotiating Team

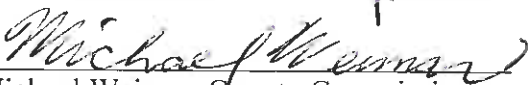

Larry Hardie, Alternate, Negotiating Team

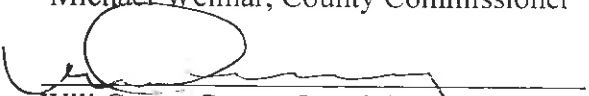

Jared Kollen, AFSCME Negotiator

FOR THE GILLIAM COUNTY COURT


Steven Shaffer, County Judge


Dennis Gronquist, County Commissioner


Michael Weimar, County Commissioner


Will Carey, County Legal Counsel