

AGREEMENT
Between
HARNEY COUNTY
And
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 3036-3

July 1, 2013 – June 30, 2016

911 Dispatchers

Contract extended through:

~~June 30, 2017~~

June 30, 2018

TABLE OF CONTENTS

PREAMBLE..... 4

Article 1 - RECOGNITION 4

Article 2 - NO DISCRIMINATION 4

Article 3 - UNION RIGHTS..... 5

Article 4 - SCOPE OF AGREEMENT 6

Article 5 - STRIKES AND LOCKOUTS..... 6

Article 6 - MANAGEMENT RIGHTS 6

Article 7 - PROBATIONARY PERIOD..... 7

Article 8 - HOURS OF WORK..... 8

Article 9 - HOLIDAYS..... 9

Article 10 - VACATION..... 9

Article 11 - SICK LEAVE 10

Article 12- INSURANCE COVERAGE..... 10

Article 13 - DEFENSE AND INDEMNIFICATION 11

Article 14 - OTHER LEAVES..... 11

Article 15 - [This article is left blank intentionally due to contract revisions] 12

Article 16 - EXISTING CONDITIONS 12

Article 17 - DISCIPLINE AND DISCHARGE 12

Article 18 - GRIEVANCE AND ARBITRATION..... 13

Article 19 - EMPLOYEE BILL OF RIGHTS..... 14

Article 20 - PERSONNEL FILES 14

Article 20 A - EMPLOYEE LOCKER..... 15

Article 21.- UNIFORMS AND EQUIPMENT..... 15

Article 22 - SENIORITY, LAYOFF AND RECALL..... 15

Article 23 - MILEAGE 15

Article 24 - RETIREMENT..... 16

Article 25 - REVENUE..... 16

Article 26 - SAFETY MEASURES 16

Article 27 - RULES..... 17

Article 28 - COMPENSATION 17

Article 29 - SAVINGS CLAUSE 19

Article 30 - TERM OF AGREEMENT 19

Appendix A: Wage Scale20

PREAMBLE

This Agreement is entered into by Harney County, hereinafter referred to as the Employer or County, and Oregon AFSCME Council 75, American Federation of State, County and Municipal Employees, AFL-CIO hereinafter referred to as the Union. The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, benefits, and other conditions of employment and the establishment of an equitable peaceful procedure for the resolution of differences.

Article 1 - RECOGNITION

Management recognizes the Union as the sole and exclusive agent for the purpose of establishing wages, hours, fringe benefits, and other working conditions for employees in the bargaining unit covered by this Agreement consisting of regular full and regular part-time 911 operators, excluding supervisors and on-call personnel. Part-time employees less than 20 hours per week or less than 1040 hours per year are not included in the bargaining [unit]. This provision will not be utilized to eliminate a regular bargaining unit position.

Persons hired under federal or state grants or funding through joint programs with other agencies shall be subject to this contract to the extent such coverage is consistent with the terms of such grant or agreement.

Article 2 - NO DISCRIMINATION

Section 1. The provisions of the Agreement shall be applied equally to all employees of the bargaining unit without discrimination as to race, color, religion, gender, national origin, marital status (except for legitimate nepotism rules), political affiliation, age or mental or physical handicap, as defined by federal and state law. Reasonable accommodation will be made to enable any qualified handicapped employee to safely and properly perform the duties of their job. Nothing in this section, however, will be construed to prohibit actions taken because of bona fide occupational qualifications, legitimate Employer business necessity.

Section 2. The Union shall share equally with the County the responsibility for applying the provisions of this Agreement.

Section 3. All references to employees in this Agreement designate both genders. Whenever the male gender is used, it shall be construed to include male and female employees.

Section 4. Employees shall have the right to form, join, and participate in the activities of the employees organizations of their own choosing, for the purpose of representation on matters of employment relations. Employees shall also have the right to refuse to join or participate in the activities of any employee organization. No employee shall be interfered with, or intimidated, restrained, coerced, or discriminated against by the County or by an employee organization because of his/her exercise of these rights or because of his/her political affiliation. Inasmuch as there are other means to process complaints pursuant to this article, any complaint alleging a violation of this article shall be limited at the final step of the internal resolution through the grievance procedure.

Article 3 - UNION RIGHTS

Section 1. Dues Deduction: Upon written authorization of an employee within the bargaining unit, the Employer will begin deducting the regular monthly Union dues for the next pay period and will continue to make the regular deduction until such time as the employee rescinds the request in writing. The uniform amount to be deducted shall be certified to the Employer in writing by the treasurer of the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the treasurer within fourteen (14) calendar days after the payroll deduction is made.

The Union will indemnify, defend and hold the Employer harmless against any claims instituted against the Employer relating in any way to the payroll deduction of Union dues under this article. The Union agrees to refund to the County any amount paid to it in error and the County agrees to refund to any employee of the Union, whichever is appropriate, any amount paid to it in error.

Section 2. All employees covered by this Agreement shall, within thirty (30) days of their employment become a member of the Union or elect not to become a member of the Union and agree to pay fair share fees in an amount no more than the monthly dues. Any employee who is a member of the bargaining unit and who has not joined the Union within thirty (30) days of becoming an employee, or who has joined within such time and then withdrawn from membership, shall have deducted from his/her pay by the County a monthly service for fair share fee in an amount no more than the monthly Union dues. This fair share payment in lieu of dues shall be used by the Union in accordance with Oregon law.

Any employee who objects to the payment in lieu of dues based upon bona fide religious tenements or teachings of a church or religious body of which the employee is a member, will be required to inform the County and the Union in writing of the objection. Upon verification of this objection, the employee will donate the employee's payment in lieu of dues to a nonreligious charity of the employee's choice or to another charitable organization mutually agreed upon by the employee affected and the representative of AFSCME. The employee shall furnish written proof to the County that this has been done (ORS 243.666).

The Union agrees to hold the Employer harmless against any claims instituted as a result of the section.

Section 3. Union Bulletin Board: Management agrees to designate a bulletin board space in the department to be used exclusively by the Union. The Union shall limit its posting of notices and bulletins to such bulletin board and shall identify any such notices and bulletins there as Union material.

Section 4. Union Representation: Members of the bargaining unit elected to serve as authorized representatives of the Union shall perform their duties as representatives on their own time,

Except as provided elsewhere in the Agreement. For contract negotiations, up to two (2) members of the bargaining unit will be allowed to participate in negotiation meetings without loss of pay if otherwise on duty. The bargaining unit member(s) participating are subject to call if on duty and can trade shifts to be available for negotiations. Time spent in negotiations shall not be considered as time worked for purposes of computing overtime.

Section 5. Accredited AFSCME District Council 75 representatives or International representatives shall have access to the premises of the Employer for the purpose of grievance handling as long as operations are not unduly interrupted, provided they do not interfere with, or cause any employee to neglect, Harney County and AFSCME 3036-3, Dispatchers

avoid, or leave their work, and provided that the representatives check in with the supervisor on duty upon entering the facility.

Article 4 - SCOPE OF AGREEMENT

The parties acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, the County and the Union each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject not specifically referred to or covered in this Agreement, except as regards to mandatory subjects of collective bargaining as stated in ORS 243.650 et, seq., even though such subject or matters may not have been within the knowledge of contemplation of either or both parties at the time of the negotiating or signing of this Agreement.

Article 5 - STRIKES AND LOCKOUTS

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, slowdown, picketing or any other restriction of work. Employees in the bargaining unit, while acting in the course of their employment shall not honor any picket line established by the Union or by another Labor Organization, when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the County against any employee or employees engaging in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the County and shall not preclude or restrict recourse to any other remedies, including any action for damages, which may be available to the County.

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

The Employer agrees that they shall not lockout any member of the bargaining unit covered by this Agreement.

Article 6 - MANAGEMENT RIGHTS

It is recognized that an area of responsibility must be reserved to management if government is to serve the public effectively. Except as otherwise specifically limited by the terms of this Agreement, the Employer retains all the customary usual and exclusive rights, decision making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the County of any part of it.

Without limitation, but by way of illustration, the exclusive prerogative, functions and rights of the Employer shall include the following;

1. To determine the service to be rendered to the Citizens of the County.
2. To determine and to follow the County's financial, budgetary and accounting procedures.

3. The continuous overseeing of the personnel, policies, procedures and programs promulgated under any ordinance or administrative order of the Employer establishing rules and regulations not inconsistent with any other term of this Agreement.
4. To implement new and to revise or discard, wholly or in part, old methods, procedures, material, equipment, facilities and standards.
5. To close, liquidate or combine any department, office, branch, operation or facility, service or combination thereof, or to relocate, reorganize or combine the work of other department, division offices, branches, operations or facilities for budgetary or any other pertinent reason.
6. The management and direction of the work force including the right to determine the methods, process and manner of performing work; the establishment of new positions; and the determination of their proper classification; the determination of the duties and qualification to be assigned or required and the determination of job classifications; the right to hire, promote, demote, transfer and retain employees; to discipline, suspend, demote, or discharge any employee so long as such action is not arbitrary, in bad faith or without just cause, the right to lay off, the right to abolish positions or reorganize the department, the right to schedule of work, workdays, work locations and work duties; the right to determine quality of work and safety; the right to purchase, dispose of and assign equipment or supplies; and the right to contract or subcontract any work.

The Employer shall have no obligation to bargain with the Union with respect to any such subjects or the exercise of its discretion and decision making with regards thereto. Any subjects covered by the terms of this Agreement are closed to further bargaining for the term of the Contract. This does not preclude the Employer and Union from meeting during the period of the Contract at the request of either party to discuss procedures for avoiding grievance and other problems and for generally improving relations between the parties. Each party shall advise the other at least five (5) working days prior to such meeting as to the subject matter to be discussed.

Article 7 - PROBATIONARY PERIOD

Section 1. Definition: The probationary period is an integral part of the employee selection process and provides the County with an opportunity to upgrade and to improve the Department by observing a new employee's work, training new employees and assisting new employees in adjusting to their positions and by providing an opportunity to reject any employee whose work performance fails to meet the required work standards.

Section 2. Probationary Period: All new employees will have a probationary period of one year. In the event a probationary employee satisfactorily completes the probationary period, that employee's seniority shall date from the original date of hire.

Section 3. Termination: During the probationary period, an employee's employment may be terminated in the sole discretion of the County. Termination of the employment of a probationary employee shall not be subject to the grievance and arbitration procedures provided in Article 18 of this Agreement.

Article 8 - HOURS OF WORK

Section 1. The regular hours of work each day shall be consecutive except as may be interrupted by a meal period. All employees shall be given, subject to call, a paid, on duty meal period of thirty (30) minutes. Place for meals for Dispatchers will be determined by the supervisor.

Section 2. The work week, Sunday 12:00 am to Saturday 11:59 pm, shall consist of five (5) consecutive eight (8) hour days, four (4) consecutive ten (10) hours day, or four (4) consecutive twelve (12) hour days, in the sole discretion of the County. In the event of four (4) consecutive twelve (12) hour shifts, scheduling and time off will be assigned in advance. Under the current 12-hour schedule in effect upon execution of this agreement, employees will be compensated on a regular 1976 hour yearly schedule (48 hour weeks and 36 hour weeks), as reflected in the wage scale. Employees working this particular schedule as of execution of the agreement are considered full time employees. The County retains the discretion to schedule a relief dispatcher as needed. Such employee will be paid based on the hourly wage scale. Shifts required by exceptional circumstances shall be discussed and agreed upon between the Supervisor and Union Steward, with advance notice. The relief position or supervisor will fill in shifts as directed or as needed.

Section 3. Work Schedule: Work schedules showing the employees shifts, work days and hour shall be posted on a department bulletin board at all times.

Section 4. Call in Time: Any employee who is called to work outside his/her regular shift shall be paid for a minimum of two (2) hours at the regular overtime rate of time and a half or equivalent compensation time at time and a half rate.

Section 5. Overtime: Time worked in excess of the regularly scheduled 12 hour shift shall be paid at an overtime rate equal to one and one-half (1 ½) time the normal rate. Overtime shall not be paid twice for the same hours worked. All hours worked over forty (40) hours per workweek shall be compensated at the rate of time and one-half (1 ½). Paid leaves do not count as hours worked for the purposes of overtime computation.

Section 6. Court Time: Whenever an employee is required to appear in court outside his/her regular scheduled shift, he/she shall be compensated for such time spent in such court appearance, with a minimum of two (2) hours compensation at the overtime rate, whichever is greater.

Section 7. Reporting Time: Any employee who is scheduled to report for work and who presents himself/herself for work as scheduled, but where customary work is not available for him/her, shall be assigned duties by the County and paid at his/her regular rate for a days work.

Section 8. Time Exchange: The practice of time exchange between employees within the same job classification will be allowed subject to approval of the appropriate supervisor.

Section 9. Compensatory time may be taken at the employee's option in lieu of pay if permitted by statute. Compensatory time shall not be taken if it interferes with the normal operation of the Department. Employees shall be allowed to accumulate up to a maximum of 60 hours of compensatory time during a fiscal year. If the employee is unable to use the banked hours, the County has the discretion to either mutually agree with the employee on a time to use the hours or to pay off the hours at the end of the fiscal year.

Compensation time will be taken in lieu of pay if budget does not permit payment of overtime.

Section 10. On-Call Time: Employees required to be on call shall be compensated three dollars (\$3.00) per hour for all hours on such status. Upon being called to work outside the regular shift and subject to the provisions of 8 (4), all on-call compensation due under this section shall cease.

Section 11. Shift Differential: Employees will be paid a shift differential of \$1.00 per hour for hours worked between 5:00 p.m. and 8:00 a.m.

Article 9 - HOLIDAYS

Section 1. The following days are observed holidays. Employees not required to work a holiday will receive their hourly salary for their normally scheduled shift. Employees required to work a holiday will receive their normal hourly salary and overtime for all hours worked on the holiday.

New Years Day	Veteran's Day
Martin Luther King Jr.'s Birthday	Thanksgiving Day
President's Day	Christmas Day
Memorial Day Holiday	Employee choice of Holiday (Employee will not work this day)
Independence Day	
Labor Day	
Columbus Day	

Article 10 - VACATION

Section 1. Vacation credits shall accumulate at the following rates, depending on length of service with Harney County.

1 – 4 Years	80 hours per year
5 – 9 Years	120 hours per year
10 Years or More	160 hours per year

Section 2. Vacation hours will be credited monthly to the employee based on hire date.

Up to 40 hours of vacation may be carried over into the next year. An additional 40 hours of accrued vacation (maximum of 80 hours) may be carried over with supervisor's approval. Unused vacation in excess of 40 hours (80 hours with supervisor's approval) shall be paid to the employee at the employee's straight time rate of pay.

Employees must take at least 80 hours of vacation leave per year.

Vacation selection will be based on seniority and employees shall be permitted to choose either a split or entire vacation, but each employee shall be permitted to exercise his/her right of seniority for only on vacation per year.

Section 3. After one (1) year of service, upon the termination or death of an employee, all accumulated vacation shall be paid either to the employees or his/her heirs, whichever the case may be.

Section 4. Vacation that has been scheduled and approved may not be cancelled by the Employer, except in the event of an emergency, as determined by the Employer. When unrecoverable vacation costs are incurred by the employee as a result, the Employer shall reimburse the employee upon appropriate documentation.

Article 11 - SICK LEAVE

Section 1. Employees shall accumulate sick leave at the rate of eight (8) hours per month with no limitation to the amount of accumulation.

Section 2. An employee who becomes sick or injured while on vacation will be entitled to use sick leave time instead of vacation time. In order to shift from vacation leave to sick leave the employee must be ill or injured for three (3) days and have verification from the doctor.

Section 3. Sick leave is actual illness or injury of an employee, but may also be used for serious illness requiring the employee's presence in an employee's immediate family as defined in Article 14. A doctor's verification after three (3) days of illness in the family or the employee is required.

Section 4. Sick leave is provided by the Employer in the nature of insurance against loss of income due to the employee's illness or injury. No compensation for accrued sick leave shall be provided to any employee upon termination of employment for whatever reason, provided that upon bona fide retirement, one-half of the employees' accrued and unused sick leave will be applied as applicable under PERS statutes. Sick leave shall not accrue during any leave of absence without pay.

Article 12-INSURANCE COVERAGE

(a) Medical

Section 1. The Employer will provide medical insurance coverage for full-time employees and their families. The Employer will pay 90% of the monthly premium costs and the employee will pay 10%. The plan available to employees beginning Jan 1, 2010, is the HDDP-2 with H.S.A. plan offered by CCIS.

Section 2. Unless otherwise required by law, in order to be eligible to receive County paid health and welfare and dental insurance coverage, an employee must be in paid status which includes the following: sick leave, vacation, holidays, and worker's compensation.

Section 3. The Employer shall continue employee medical insurance coverage for a period of up to one year for any employee off work due to a compensable on-the-job injury pursuant to the requirements and specifications of Oregon Law (HB 2824).

Section 4. Effective January 1, 2014 and January 1, 2015, the Employer will deposit \$2,500 into the Health Savings Account on behalf of each such employee by January 10, 2014 and January 10, 2015. In the event an employee is unable to participate in the HSA2 medical insurance plan for any reason, the Employer will deposit these amounts into an alternate account on the employee's behalf consistent with the requirements of County Personnel Policy on Health Savings Accounts for all county employees, but only if the Employer is able to identify an alternate account that complies with the requirements of the law.

Section 5. For new hires the County's contribution to an HSA will be made on a pro-rata monthly basis during the employee's probationary period.

Section 6. Life Insurance: The County pays life insurance for each full-time employee in the amount of \$10,000.

Section 7. Dental: The County will pay \$55.00 per month towards the cost of dental insurance. Any monthly cost in excess of the County contribution for employee coverage or dental costs incurred by the employee which are not covered by dental insurance will be the sole responsibility of the employee. Any increases in premium cost for dental coverage will be paid by the employee.

Article 13 - DEFENSE AND INDEMNIFICATION

The Employer shall defend and indemnify employees covered by this Agreement against claims and judgments in or arising out of performance of their official duties to the extent of coverage obtained through the Employer's present or future insurance policies.

Article 14 - OTHER LEAVES

(a) **Bereavement Leave:** Employees shall receive paid leave of absence of three (3) days for death in the immediate family per year. The immediate family is spouse, children, stepchildren, grandchildren, nieces, and nephews, mother, father, brother, sister, grandparents, mother-in-law and father-in-law and any other relative residing in the employee's household. Leave shall not accumulate from year to year.

(b) **Military Leave:** Employees involved in full-time or reserve military duties in accordance with state and federal Law will be granted leave of absence for that period of time and will retain their seniority rights with the Employer. Permanent employees will receive regular pay and full benefits during military training periods up to and not to exceed fifteen (15) calendar days per year.

(c) **Disability Leave (including maternity and on-the-job injury):** Maternity leave as medically required by the employee, no to exceed five (5) months, shall be granted without pay upon request of the employee and certification by the employee's physician. Where required by medical necessity related to the physical health of the employee, and extended leave would not hinder the efficient operation of the employees department, maternity leave may be extended or renewed for a period not to exceed six (6) months. In any event, this provision shall be interpreted and applied to be in conformance with applicable state and federal law.

(d) **Jury Duty:** The Employer shall pay an employee his/her straight time hourly rate when an employee is required to serve on jury duty for such time as is actually served, including necessary waiting and travel time. The employee will endorse and remit to the Employer all monies received for jury service, except mileage allowance, when employee's service as a juror results in his/her absence from his/her scheduled shift.

(e) **Personal Leave:** An unpaid personal leave of up to a maximum of thirty (30) days may be granted upon request of an employee for personal problems, provided it does not interfere with departmental functions.

(f) **Union Leave:** An officer or Union Representative, whose duties on behalf of the Union require it, will be granted and unpaid leave of absence to attend Union meetings, and conventions. There will be a

total of thirty (30) days per calendar year for the Department which will be set aside for such purposes, with advance notification, only one (1) person will be absent from the Department at a time.

(g) **Education Leave:** Employees may be granted leaves of absence without pay for educational purposes for reasonable lengths of time to attend accredited schools, conferences, seminars or other functions of similar nature to improve or upgrade the individuals skill or ability in his present job, provided it does not interfere with the operation of the Department.

Article 15 – [This article is left blank intentionally due to contract revisions]

Article 16 - EXISTING CONDITIONS

It is mutually agreed and understood by the parties that the County will not be required to continue past customs and/or practices which were in effect prior to the signing of this Agreement. The County and the Union agree, however, that any change affecting a mandatory subject of collective bargaining as per ORS 234.650 et seq. will be bargained before the change is implemented. All employee rights and benefits shall be limited to the express provisions of this Agreement.

Article 17 - DISCIPLINE AND DISCHARGE

Section 1. Formal Disciplinary action shall include only the following:

Written reprimand

Suspension

Discharge in writing

Disciplinary action may be imposed upon any employee only for just cause. Any disciplinary action or measure imposed upon an employee may be appealed through the regular grievance procedure. If the Employer has reason to discipline any employee, the discipline shall be carried out in such a manner that it will not embarrass the employee before other employees or the public.

Counseling, such as oral reprimands, even if reduced to writing, and other similar corrective measures are not considered discipline and will not be placed in an employee's personnel file. Counseling or disciplinary actions reduced to writing will be clearly identified. Employees may provide rebuttal to written counseling and disciplinary actions and such will be placed with the action, respectively. Counseling actions will be reviewed as resolved or needing additional attention during yearly evaluations.

The County will act in a timely manner when investigating allegations of misconduct. Employees may be placed on paid administrative leave during investigations subject to the discretion of the County. The County will strive to investigate and administer disciplinary actions in a timely manner. Written notification of any disciplinary action against an employee shall be placed in the box of or delivered to the Union President or Shop Steward the day of the disciplinary action occurs.

The employee has the right to have a Union Steward present at any time he/she feels the Employer may impose disciplinary action. The Employer also recognizes that information regarding proposed disciplinary action is confidential and its confidentiality will be respected unless and until disciplinary action is taken.

When an employee is interviewed concerning disciplinary action, the procedure for conducting such an interview is outlined in the Bill of Rights contained in this Agreement.

Section 2. The Employer shall not discipline any employee covered by the terms of this Agreement without just cause. Any employee found to be unjustly suspended or discharged shall be reinstated as directed by the arbitrator or as mutually agreed.

Article 18 - GRIEVANCE AND ARBITRATION

Both parties to this Agreement agree to settle any grievance or disputes that might arise out of the application, meaning or interpretation of this Agreement according to the terms hereunder provided.

STEP 1. Disputes shall be first orally presented and discussed between the employee and his/her immediate supervisor within twenty (20) calendar days of the date upon which the alleged violation occurred, or when the grievant first became aware of the alleged violation. Both parties will make a bona fide effort to amicably settle the dispute.

STEP 2. If the matter is not settled in the above procedure within seven (7) calendar days, then the Union may refer the matter personally in writing to the Supervisor. The written grievance shall state the nature and date of the grievance, the part of the Agreement allegedly violated and the remedy requested. This written grievance shall be presented within seven (7) calendar days from the date of response (or lack of response) in Step 1. The Supervisor shall have seven (7) calendar days from the date of submission of the grievance to him to reply in writing. If the grievance still remains unsettled after seven (7) calendar days of submission, then the Union proceeds to Step 3.

STEP 3. The Union shall have seven (7) calendar days to present the grievance to the sheriff. The sheriff shall have fourteen (14) calendar days to reply in writing or to call a special session of the County Court.

STEP 4. The Union will have seven (7) calendar days from the response from the County or from the date which a response was due to serve written notice of its intention to arbitrate the grievance. Only the Union may proceed with any grievance to the arbitration step of the Grievance procedure.

Both the Union and the Employer agree to use a mutually agreed upon arbitrator or to use the services of the Oregon State Mediation and Conciliation Service to provide a list of seven (7) arbitrators. An arbitrator will be selected by alternate striking of names. The arbitrator's decision shall be final and binding, but he/she shall have not power to alter, modify, amend, add to or detract from the terms of this Agreement. His/Her decision shall be within the scope and the terms of this Agreement and in writing within thirty (30) days of the conclusion of the arbitration hearing. It may also provide retroactivity and shall state the effective date.

Expenses for the arbitration shall be paid by the losing party as determined by the arbitrator. Each party shall be responsible for compensating its own representatives and witnesses.

Grievance Committee members (stewards, local union officers) may investigate, meet and process grievances during working hours without loss of pay, provided it does not interfere with work schedule.

An employee election of any administrative or judicial proceeding involving any matter which is or might be alleged as a grievance under this Article shall relieve the Employer of any obligation to arbitrate such grievances. In such event, for purposes of the grievance procedure, the Employer's last response at Step 3 shall be final and binding on all parties.

Article 19 - EMPLOYEE BILL OF RIGHTS

All employees in the bargaining unit who are the subject of a complaint or investigation shall be entitled to protection of the following rights:

1. The employee will not be deprived of any of his/her constitutional or civil rights guaranteed by the federal and state constitutions and laws, afforded any citizen of the United States.
2. The employee shall be informed in writing by the Supervisor of the nature of the investigation and whether the employee is a witness or a suspect with 48 hours notice prior to interview of the employee. Such notice will include facts sufficient to give notice of the allegation and right to Union representation. The name of the complainant and other information necessary to reasonably apprise the employee of the allegations of such a complaint shall be provided to the employees.
3. Any employee investigatory interview shall take place in the office of the Sheriff. The interrogation shall be at a reasonable time for the employee, during the employee's duty time unless circumstances of the investigation dictate otherwise. The interview will be audio recorded and electronic copies will be provided to the Union within 10 days.
4. The employee shall be offered the right to counsel and/or Union representation prior to and/or during any interrogation or interview to insure the employee's rights are not violated.
5. The employee investigatory interview (questioning) shall not be overly long and the employee shall be entitled to such reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls, and rest periods.
6. Interviews shall be done under circumstances devoid of intimidation or coercion and shall not otherwise violate the employee's constitutional rights. The employee shall not be subjected to any abusive language. No promises or rewards shall be made as an inducement to answer questions.
7. The employee shall not be required to take or be subjected to any lie detector device as a condition of employment.
8. Prior to imposition of an economic sanction, the employee will be given the opportunity to provide mitigating circumstances or present rebuttal to the County. The employer will provide 48 hours written notice of such opportunity including a finding of facts, alleged violations, the right to representation and the range of potential discipline considered prior to the rebuttal opportunity. The rebuttal opportunity is voluntary by the employee and waived if not attended.
9. The employer will provide written final letter of any formal disciplinary action to the employee and the Union representative. The final letter of formal disciplinary action will be placed in the employee's personnel file. The employee may grieve the action subject to the grievance provisions contained herein this agreement.

Article 20 - PERSONNEL FILES

Pursuant to state law, employees may inspect and review their personnel file in the Dispatch department at any reasonable time. The employee or anyone with the employee's written authorization

may make copies of any or all documents contained in the employees personnel file. No documents will be placed in the employee's personnel file without his/her knowledge.

All disciplinary actions placed in the employee's file shall be purged two (2) years from the time the action occurs provided the employee does not have another similar disciplinary action during the period. Any Arbitrator's decision that overturns or modifies a County disciplinary action shall be amended or removed from the employee's file as directed by the arbiter's ruling.

Article 20 A - EMPLOYEE LOCKER

Each employee will be assigned a locker. The employee shall be required to provide their own lock. If it becomes necessary to search an employee's locker, one (1) Union member shall be present during the search, in addition to the employee. If the employee is unavailable, the locker may be searched without the employee's presence upon securing his written consent.

If it necessary to destroy the employee's lock during the process of a locker search, it shall be replaced by the Employer.

Article 21 - UNIFORMS AND EQUIPMENT

The County will contribute a \$300 uniform/clothing allowance for July 2014, July 2015 and July 2016.

Article 22 - SENIORITY, LAYOFF AND RECALL

Seniority shall be determined by the employee's length of continuous service with the Employer, plus all time worked as a 911 dispatcher with the City of Burns.

Seniority shall apply in the matter of vacation selection, layoff, and recall, and the selection of shifts and days off.

In the event of lay off, employees shall be laid off in the inverse order of their seniority. Employees shall be called back from layoff according to seniority within their classification.

Article 23 - MILEAGE

Any employee covered by the terms of this Agreement who is required to use his/her personal vehicle for travel related to official duties, shall be reimbursed at the current IRS rate accepted by the County. This requirement shall be put in writing upon the verbal request of the employee and approved by employee's Supervisor.

Article 24 - RETIREMENT

The Employer agrees to pay the Employer portion of the contribution to the Oregon State Public Employee's Retirement Service.

Article 25 - REVENUE

The parties recognize that revenue needed to fund wages and benefits provided by this Agreement are subject to established annual budget procedures. All such wages and benefits are therefore contingent upon sources of revenue and approval pursuant to established budget procedures. The County has no intentions of cutting the wages and benefits specified in this employment in the bargaining unit covered by this Agreement. The County agrees to include in its annual budget proposal by the Budget Officer amounts sufficient to fund the wages and benefits provided by this Agreement, but make no guarantee as to passage of such budget by the Budget Committee of the Governing Body.

Article 26 - SAFETY MEASURES

Section 1. Safety Efforts: It is agreed that the efforts of the County shall be directed to maintain all equipment in a safe and efficient working condition, and that the federal and state regulations and safety code shall be strictly observed to the parties.

Section 2. Safety: The employees shall use all protective equipment required or provided; shall perform their work in a safe manner and shall comply with all safety regulations stipulated by the County. Failure to comply with safety regulations shall be cause for discipline, up to and including termination.

Section 3. Drug and Alcohol Testing: It is agreed that it is necessary to provide a drug and alcohol free work place. In an effort to maintain a drug and alcohol free work place, it is agreed that the County of Harney may require a drug and alcohol test if an employee is involved in an accident during work hours.

The accident need not result in injury for the County to require testing. Two urine or blood samples will be collected from the employee. The first sample will be sent to a certified testing lab and the second will be sorted for safe and proper keeping until the results of the first sample returns. If the first sample is positive the employee may select a certified lab and have the second sample analyzed. Employees found to be under the influence of drugs or alcohol during works hours or those employees that refuse testing will be cause for disciplinary action, up to and including termination.

Section 4: Safety and Training:

A. Safety: The Safety Committee shall consist of a Union member appointed by the local and a person appointed by the governing body. The joint Union management safety committee will meet at least quarterly. Such committee will review safety issues, review any accidents, and conduct workplace inspections annually.

The Employer will make every reasonable effort to provide and maintain safe working conditions and the Union will cooperate for that purpose and the Union will encourage their members to work in a safe manner.

An employee who feels that an unsafe condition exists at his/her work place shall inform the Safety Committee or supervisor immediately, as to alleged unsafe condition. Representatives of the Safety and the Union shall then meet in a timely manner (within seven (7) days) to

determine if such unsafe conditions do exist and if they do, to correct the matter. Unsafe conditions which are not corrected shall be subject to the Grievance Procedure limited to step 3.

B. Training: The employer agrees to provide paid training time for 911 department personnel with a minimum of forty (40) hours of DPSST training a year and a maximum of eighty (80) hours of DPSST training a year. All course announcements from DPSST shall be posted on the departmental bulletin board.

The Employer will also meet with the Union and adopt a tuition reimbursement policy to provide educational opportunity for personnel for 911 related courses. Tuition reimbursement must stay within the budget.

Training and travel time will be compensated at the straight time rate in cash or comp time at the option of the County. Compensation shall not exceed the normal working day.

The County will try to accommodate training within the 40 hour work week. Any situation that requires an employee to be traveling in training beyond the 40 hours will be paid at the regular compensatory rate per Article 8.

Article 27 - RULES

Section 1. The parties jointly recognize that as elected or appointed officials, members of County Court are directly responsible to the citizens of the County and the public generally for performance of functions and services performed or offered by the County. These responsibilities cannot be delegated. For this reason, it is jointly recognized that the County Council must retain broad authority to fulfill and implement its responsibilities and may do so by work rule, oral or written, existing or future. It is agreed, however that no work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement, or affects a mandatory subject of collective bargaining as stated in ORS 243.650 et seq. All work rules which have been or shall be reduced to writing will be furnished to the Union and to affected employees.

Section 2. The parties jointly recognize and agree that the County shall have the exclusive right to determine the need for additional education courses, training programs, on-the-job training and cross-training and to assign employees to such duties for such periods to be determined by the County.

Article 28 – COMPENSATION

Section 1. Salaries: Employees will be paid according to the salary scale in Appendix A. Newly hired employees shall be placed at the entry step of the salary schedule. The practice of placing newly hired employees at the entry step the salary schedule shall not prohibit the Employer from placing newly hired employees at a more advanced step at the Employer's discretion, with no change in the anniversary date.

Employees will receive yearly performance evaluations based on their hire/anniversary date. Employees will be eligible to move to the next higher step of the salary scale subject to a satisfactory yearly performance evaluation until the top step is attained. Evaluations will be performed within 30 days of the anniversary date and upon a successful evaluation, step increases will be applied retroactively when applicable.

Performance evaluations, when completed by the supervisor, will be discussed privately with the employee. Employees may provide comments to be attached to their evaluations. Evaluations will be maintained in the personnel file and a copy provided to the employee.

Each Employee shall be provided with a current accurate job description for his/her position. A copy shall be placed in the personnel file. Each employee's job description will be reviewed at least annually.

Effective and retroactive to July 1, 2013, the entry step, as provided by Appendix A, will be increased by 5% (five percent). Step differentiation is 5% (*meaning steps are 5% apart*)

Employees who have been at Step 6 for more than one year are eligible for an additional Step 7 at their next anniversary date. (*Step 7 will be added to the 2013-2016 wage scale when calculated*)

Effective July 1, 2014, the entry step will be increased by 1% (one percent). Step differentiation is 5%.

Effective July 1, 2015, the entry step will be increased by 1% (one percent). Step differentiation is 5%.

Section 2. Competitive Incidental Task Adjustment: Full-time bargaining unit employees will receive an adjustment in recognition of the skills required of 911 operators and the occasional performance of tasks as needed in the processing of female prisoners when other department employees are not readily available. This is a 1% adjustment will be added to their base hourly rate.

Section 3. DPSST Certification Incentive: As an incentive for employees to increase their ratings and certificates, the County will pay an additional \$100 per month for an Intermediate Certificate and \$100 per month for an Advanced Certificate (i.e., a total of \$200 per month if an employee possesses both an Intermediate and Advanced Certificate. The payments will be made upon documentation of successful completion of all necessary training and testing.

Section 4. Longevity: Effective January 1, 2014, eligible employees will receive longevity pay as follows:

Beginning the first month of the sixth year of full time employment with Harney County, the employee shall be additionally paid \$5.00 per month for each full year of employment (for example: sixth year = \$25.00 month, seventh year = \$30.00 month.) This payment is not retroactive before January 1, 2014.

Section 5: Part-Time Employees: Part-time employees who work more than 30 hours per week or in excess of 1,560 hours per year shall receive all benefits as provided by this Agreement on a pro-rata basis based upon the number of hours worked.

Article 29 - SAVINGS CLAUSE

Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court or administrative agency of competent jurisdiction, such decision of the court or agency shall apply only to the specific article, section, or portion thereof, directly specified in the decision.

Should any clause of this Agreement be proven illegal, the parties agree to meet immediately and renegotiate only that part found to be illegal.

Article 30 - TERM OF AGREEMENT

This Agreement shall be effective upon execution, and shall remain in full force and effect; until the 30th day of June 2016. The contract shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing by January 1, 2016.

HARNEY COUNTY

OREGON AFSCME, COUNCIL 75

LOCAL 3036-3

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Title: _____

Date: _____

APPENDIX A

WAGE SCHEDULE

2011-2012 Dispatch Wages

	<u>Entry</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Monthly	2410	2528	2648	2790	2927	3074	3228
Hourly*	14.64	15.35	16.08	16.94	17.78	18.67	19.60
With 1% Task Adj.	2434	2553	2674	2818	2957	3105	3261

Effective July 1, 2013

5% COLA

	<u>Entry</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
Monthly	2,531	2,657	2,790	2,929	3,076	3,230	3,391	3,561
Hourly*	15.37	16.14	16.94	17.79	18.68	19.61	20.59	21.62
With 1% Task Adj.	2,556	2,684	2,818	2,959	3,107	3,262	3,425	3,596

Effective July 1, 2014

1% COLA

	<u>Entry</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
Monthly	2,556	2,684	2,818	2,959	3,107	3,262	3,425	3,596
Hourly*	15.52	16.30	17.11	17.97	18.87	19.81	20.80	21.84
With 1% Task Adj.	2,581	2,710	2,846	2,988	3,138	3,295	3,459	3,632

Effective July 1, 2015

1% COLA

	<u>Entry</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
Monthly	2,581	2,710	2,846	2,988	3,138	3,295	3,459	3,632
Hourly*	15.68	16.46	17.28	18.15	19.05	20.01	21.01	22.06
With 1% Task Adj.	2,607	2,738	2,874	3,018	3,169	3,327	3,494	3,669

*The negotiated Hourly rate is based on an annual work schedule of 1976 hours per year due to the 12-hour shifts resulting in 40 straight-time hour work weeks and 36 hour work weeks. The monthly rate recognizes an annualized salary based on the straight time 1976 hours worked per year. Employer will reconcile at the end of the year the yearly hours and provide notice of necessary wage adjustments.

Dispatchers currently earn 8 hours of overtime pay for each 48-hour workweek.