

# Collective Bargaining Agreement

between

Morrow County &



Morrow County Road Department, Local 2479  
American Federation of State,  
County and Municipal Employees, AFL-CIO

Effective through June 30, 2018

## PREAMBLE

This Agreement is entered into by Morrow County, Oregon, hereinafter referred to as the "County," and Morrow County Local Union 2479 Road Department, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

## **ARTICLE 1 SCOPE OF AGREEMENT AND RECOGNITION**

### **SECTION 1. SCOPE OF BARGAINING UNIT:**

The bargaining unit covered by this Agreement shall consist of all regular and probationary employees, employed for more than 20 hours per week, whose job classification titles appear in the Addendum hereof. Temporary employees shall be excluded.

A temporary employee under this Article is an employee hired to perform a specific project for a definite period of time not to exceed six (6) months or to replace a bargaining unit employee who is on leave due to disability, for child care, or for other reason for the duration of such leave. If a temporary employee becomes a regular employee provided there is no break in service, his/her seniority date shall be the date upon which his/her employment as a temporary employee began. No individual temporary employee may be employed by the County for more than 6 months in any 12-month period without the prior written consent of the Union.

All employees hired pursuant to any federal, state, or other program whereby an agency other than the County is providing all or a portion of the funding shall be subject to the provisions of this Agreement only to the extent such coverage is consistent with the agreement between the County and the funding agency.

### **SECTION 2. RECOGNITION:**

The County recognizes the Union as the sole and exclusive collective bargaining representative of all the employees covered by this Agreement for the purpose of negotiations with respect to employment relations as defined by ORS 243.650-762.

### **SECTION 3. NEW POSITIONS:**

When any new classification which is properly in the bargaining unit 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 procedure of Article 5.

## **ARTICLE 2 UNION SECURITY**

### **SECTION 1. DUES DEDUCTIONS:**

The County agrees to deduct the uniformly required Union membership dues and other authorized fees or assessments twice each month from the pay of those employees who have authorized such deductions in writing. The amounts so deducted shall be given to the local treasurer as designated by the Union with a list of the employees subject to the deduction.

### **SECTION 2. FAIR SHARE:**

An amount of dues determined by the Union in accordance with statutory and constitutional requirements and certified in writing by the Union to the County, will be deducted from all employees in the bargaining unit who have not provided the County with a dues deduction authorization.

### **SECTION 3. RELIGIOUS OBJECTION:**

The provisions of 2.2 Fair Share shall not apply if an employee objects in writing to the County, based on religious reasons. The County will provide the Union with a copy of any such letter within 5 days of its receipt. In such instances, the employee shall authorize a deduction from his/her pay which is in lieu of and equivalent to the fair share amount. Such payroll deduction shall be in addition to any previously established deduction and shall be for the United Way or other mutually satisfactory charitable organization as agreed to between the employee and the Union.

### **SECTION 4. MINIMUM WORKDAYS FOR DEDUCTION:**

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

### **SECTION 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 30 days of notification of such error.

### **SECTION 6. BULLETIN BOARDS:**

The County agrees to provide adequate space on existing bulletin boards for use by the Union. All materials posted thereon by the Union shall be on Union letterhead stationery or otherwise clearly identified as originating from the Union.

**SECTION 7. AFSCME REPRESENTATIVES:**

Upon proper pre notification, bona fide representatives of the Union shall have access to the premises of the County during working hours to conduct Union business as long as County operations are not unduly interrupted.

**SECTION 8. UNION STEWARDS:**

Employees selected by the Union to act as Union representatives shall be known as "stewards." The names of employees selected as stewards, and the names of their Union representatives who may represent the employees, shall be certified in writing to the County by the local Union, and the individuals so certified shall constitute the Union grievances committee.

**SECTION 9. LABOR & MANAGEMENT MEETINGS:**

The County and the Union each agree to hold labor and management meetings when requested by either party at a mutually convenient time and place to discuss any matters pertinent to maintaining good employer/employee relationships.

### ARTICLE 3 MANAGEMENT RIGHTS

Except as otherwise limited by the terms of this Agreement, the County 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 or any part of it.

Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the County shall include the following:

- A. To determine the services to be rendered to the citizens of the County.
- B. To determine and to follow the County's financial, budgetary and accounting procedures.
- C. To direct and supervise all operations, functions and policies of the departments in which the employees covered by this Agreement are employed, so long as such operations, functions and policies are consistent with the terms and provisions of this Agreement.
- D. To establish, revise and implement the standards for hiring, classification, promotion quality of work, safety materials and equipment.
- E. To determine the need for additional educational 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.
- F. To close or liquidate any office, branch, operations or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities.
- G. To manage and direct the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote and retain employees; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies.
- H. To determine the need for a reduction or an increase in the work force.
- I. To implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
- J. To assign and distribute work and work duties.
- K. To assign shifts, workdays, hours of work and work locations subject to the terms of the Agreement.
- L. To determine the need for and the qualifications of new employees, transfers, and promotions.

## **ARTICLE 4 STRIKES AND LOCKOUTS**

### **SECTION 1. STRIKES:**

As long as this Agreement remains in force, the Union or its members, as individuals or as a group, will not participate in any strike, work stoppage, slowdown, or other restriction of work against the County. Violation of this Article shall fulfill just cause requirements for disciplinary action under the provisions of Article 7 hereof.

### **SECTION 2. RETURN TO WORK:**

In the event of a strike, work stoppage, slowdown, picketing, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, during the life and duration of this Agreement, the Union will immediately, upon notification from the Roadmaster or the County governing body, attempt to secure an immediate and orderly return to work.

### **SECTION 3. LOCKOUT:**

There will be no lockout of employees in the unit by the County as a consequence of any dispute relating to the provisions of this Agreement.

## ARTICLE 5 SETTLEMENT OF DISPUTES

### SECTION 1. GRIEVANCE AND ARBITRATION PROCEDURE:

Any dispute which may arise between the parties concerning the application, meaning, or interpretation of this Agreement shall be settled in the following manner:

**STEP 1 - Informal Discussion:** The affected employee, with or without Union representation, shall communicate the grievance, verbally to the employee's most immediate supervisor within 7 days of the occurrence of the grievance or employee's knowledge of same, whichever shall occur later. The supervisor shall have 7 days in which to respond to the grievance.

**STEP 2 - Formal Filing:** If the grievance is not resolved, the affected employee, with or without union representation, shall, within 14 days of the occurrence of the grievance or employee's knowledge of same, whichever shall occur later, be presented to the Department Head or designee. Such presentation shall be reduced to writing and shall specify the County action or lack of action which is the cause of the grievance, the specific Article or Articles and Section(s) or paragraph(s) thereof alleged to have been violated, and the remedy sought. The Department Head or designee will have 14 days in which to make a response in writing to the grievance.

**STEP 3 - County Court:** If the grievance remains unresolved, the affected employee with or without union representation, shall, within 14 days of completion of action at Step 2 hereof, submit it to the County Court by submission of all memoranda and materials submitted or received at previous steps of this grievance procedure. The County Court shall have 21 days in which to respond to the grievance.

**STEP 4 - Arbitration:** If the grievance is still unsettled after completion of Step 3, the Union may, within 14 days of the written response of the County governing body under Step 3, have the right to have the matter submitted to final and binding arbitration as provided herein. The parties shall first attempt to select an arbitrator who is mutually acceptable. If within 10 days from the request for arbitration the parties are unable to agree upon an arbitrator, the parties shall ask for a list of nine (9) names of arbitrators from the Employment Relations Board. 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 the parties; however, each party shall be responsible for compensating its own representatives and witnesses. 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 the 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 this Agreement shall be final and binding upon the parties.



**SECTION 2. TIME PERIODS:**

Time periods specified in this Article may be extended or modified only by mutual consent. Failure by the Union to comply with a specified time period shall be considered equivalent to dropping the grievance and the dispute shall not be subject to arbitration as provided herein. If the employee/Union wishes to pursue the grievance despite the time limit default, the grievance will be processed to the County Court. In this instance, the County Court's decision shall be final and binding.

Failure by the County to comply with a specified time period shall constitute rejection of the grievance at that step, thereby automatically moving the grievance to the next step.

**SECTION 3. DETERMINATION OF MERIT:**

The provisions of this Article shall not be interpreted to require that the Union process any grievance through the grievance or arbitration procedure which it believes lacks sufficient merit.

**SECTION 4. PROCESSING OF GRIEVANCE:**

Employees will be paid for time spent during their regular working hours meeting with County officials for the purpose of processing grievances or resolving contract administration issues, but will not be paid for meeting time that falls outside their regular working hours. Time off with pay for the purpose of investigating or preparing grievances for arbitration or other third-party hearing will not be allowed. Time off without loss of pay will, however, be allowed when the County requires an employee to attend an arbitration or other third-party hearing.

## **ARTICLE 6 PROBATIONARY PERIOD**

### **SECTION 1. NEW EMPLOYEES:**

Every new employee shall serve a probationary period of 6 months. During the probationary period, the County shall have the right to terminate the employee for any reason, and the employee shall not have recourse to the provisions of the grievance procedure. Except as provided for herein and elsewhere in this Agreement, probationary employees shall be subject to all provisions of this Agreement. Leave without pay and layoff time shall not be credited towards the probationary period and other time periods specified in this Article.

### **SECTION 2. PROMOTIONAL PROBATIONARY PERIOD:**

An employee selected to fill a job opening shall have up to six months to demonstrate his/her ability to satisfactorily perform the job. In the event he/she is unable to satisfactorily perform the job within that period, he/she shall have the right to return to his/her last job position with all seniority restored within that classification.

If the employee who was selected to fill the job has not completed his/her initial probationary period as specified in Section 1 hereof, the above 6 month period and the initial probationary period shall run concurrently. In any event, the employee will serve at least a six month probation period in the promotional classification.

## ARTICLE 7 DISCIPLINE AND DISCHARGE

### SECTION 1. TYPES OF DISCIPLINE:

Disciplinary actions to be invoked shall be limited to the following: written reprimand, demotion, reduction in pay, suspension without pay, and discharge. Except as provided for in Article 6 hereof, discipline will only be invoked for just cause and be subject to the Grievance Procedure.

### SECTION 2. STANDARD:

No employee shall be disciplined or discharged except for just cause. Oral warnings are not considered to be discipline and may not be protested through the grievance procedure.

### SECTION 3. PROBATIONARY PERIOD:

This article shall not apply to any employee on probation as defined in Article 6 Probationary Period.

### SECTION 4. IMPOSITION:

If the County has reason to discipline an employee, reasonable effort shall be made to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the public.

### SECTION 5. DUE PROCESS:

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

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

### SECTION 6. JUST CAUSE STANDARDS:

For the purpose of this Agreement just cause shall be determined in accordance with the following guidelines:

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

- B.** If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate.
- C.** The County must conduct a fair and reasonable investigation.
- D.** It must be determined that the employee is guilty of the alleged misconduct or act.
- E.** Discipline normally will be imposed in a progressive and corrective manner. The discipline must be appropriate based on the severity of the misconduct or the actual or potential impact the misconduct has or would have on the employer's operation.
- F.** The employee's past employment record shall be considered, if appropriate, based on the severity of the act.
- G.** The County shall apply rules and disciplinary action evenly and fairly, recognizing that some misconduct is so egregious that no employee can reasonably rely on past treatment for similar offenses as a justification or defense to discharge or other discipline. The County further has the right to change disciplinary policies at any time, notwithstanding prior practices, if the County gives reasonable advance notice to affected employees and the change does not otherwise violate the collective bargaining agreement.

## ARTICLE 8 HOURS OF WORK

### SECTION 1. WORK HOURS AND WORK WEEK:

The regular hours of work each day shall be consecutive except for a lunch period. The regular work week shall consist of not more than 5 consecutive days or 4 consecutive work days if a 4/10 schedule is adopted.

### SECTION 2. WORK SCHEDULE:

Work schedules indicating any change in the hours and days to be worked shall be posted 72 hours in advance, except in the case of a change from a 5/8 to a 4/10, or from a 4/10 to a 5/8 schedule, in which case such advance notice shall be 14 days, or all time worked outside the originally scheduled work hours and prior to the above-specified advance notice shall be paid at the overtime rate. The foregoing shall not apply when a change in work schedule is due to inclement weather, or other circumstance over which the County exercises no direct control or could not have reasonably anticipated.

### SECTION 3. TEMPORARY WORK LOCATION:

Whenever an employee is required to report to a work location other than their usual place of reporting, the employee shall be paid at the rate of twenty cents (20¢) per mile from their usual reporting place for the use of the employee's personal transportation to and from the temporary work location.

Notwithstanding the foregoing, the County shall have the right to change the usual reporting location without being required to pay mileage, so long as the employee is given notification of the change in reporting location not less than 2 weeks prior to effective date of assignment to the new location, and provided that the change in assignment is for a period of not less than 3 calendar months.

In the event the County requires an employee to work at a location other than their usual reporting place, as provided above, for a period in excess of 3 calendar months but fails to designate such reporting place as a usual reporting place, the County shall pay an additional \$12.75 per day for each day after the first 3 months that such condition continues.

### SECTION 4. MEAL PERIODS:

All employees shall be granted a minimum of a ½ hour uncompensated meal period during each work shift. The meal period shall normally be taken between 3 and 5 hours (4 to 6 hours if on a 4/10) after the start of the work shift. Employees who are working overtime in excess of 12 hours in a work day shall be provided an additional ½ hour meal period and meal.

### SECTION 5. REST PERIODS:

Each employee shall be allowed a 15-minute rest period during the first half of his/her shift, and a 15-minute rest period during the second half of his/her shift. Whenever reasonable, rest periods shall be taken at the middle of each half shift and at the location where that employee is at the

time. Time spent traveling elsewhere to take the break will count toward the 15 minute period. However, employees are allowed reasonable distance to the designated break area, if any.

**SECTION 6. MINIMUM HOURS:**

Notwithstanding Section 2 above, there shall be no guaranteed number of hours of work per day or per week, nor shall there be a guaranteed minimum level of total monthly or annual compensation. If, however, employees are to work less than the normal work hours, the County will post work schedules in accordance with Section 2 hereof reflecting same at least 72 hours in advance or pay the straight time rate for all hours normally worked whether actually worked or not.

## ARTICLE 9 HOLIDAYS

### SECTION 1. RECOGNIZED HOLIDAYS:

The following shall be recognized as holidays:

New Year's Day

Martin Luther King Day

Presidents Day

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Christmas Day

Floating Holiday

Full time employees shall accrue one floating holiday each fiscal year. Employees may take this holiday at times approved by the employer. The floating holiday must be used during the year it was accrued.

In addition to the above, any day designated by the County Commission as a holiday for bargaining unit members shall be so observed.

### SECTION 2. ELIGIBLE EMPLOYEES:

All regular, full-time employees shall receive the day of the holiday observance off with pay, or if required to work on the day of the holiday observance, be paid at the rate of 1½ times the regular hourly rate for all hours worked, in addition to the holiday pay.

Only those employees who work or are on leave with pay on their first regularly scheduled working day before and after the holiday shall be eligible for the holiday pay. Holidays that fall on a Sunday shall be observed on the following Monday, and holidays occurring on a Saturday shall be observed on the preceding Friday for employees on a Monday-through-Friday work schedule. Employees on a 4/10 work schedule shall receive the holiday on the closest regular working day, or on the last working day prior to the holiday when the holiday falls on the second day of the employee's three-day weekend.

### SECTION 3. PART-TIME EMPLOYEES:

When a part-time employee is normally scheduled to work the day on which a holiday falls, they shall be paid for the hours they would normally have worked.

## ARTICLE 10 SICK LEAVE

### SECTION 1. ACCRUAL:

Full-time employees shall be credited with 3.7 hours of sick leave for each payroll period worked (approximately 1 day per month) to a maximum of 960 hours (120 days). Holiday, vacation and sick leave time, provided it was paid for as if worked, will be counted as hours worked for purposes of this Section.

Part-time employees shall receive pro rata sick leave accrual based upon the relationship the employee's regularly scheduled work week bears to 40 hours.

### SECTION 2. UTILIZATION:

Employees who have completed 1 full calendar month of employment may apply previously credited sick leave towards the following:

- A. Illness or injury when such illness or injury prevents the employees from performing the normal job duties of his/her position or other work which may be available.
- B. Non-emergency medical or dental care, provided such care is approved 48 hours in advance.
- C. Quarantine as determined by the County Health Officer.
- D. To care for an ill member of the employee's immediate family. The immediate family means any relative who has resided continuously in the employee's household for the past year or other relations as follows: mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, husband, wife, grandparents, grandchildren, legal guardians in the care of the employee, and minors for whom the employee is the legal guardian.

### SECTION 3. PHYSICIAN CERTIFICATION:

If the County has a reasonable cause for concern, including an employee missing work due to an illness, injury or disability, or an employee working when ill, injured or disabled, it may require a licensed physician, physician's assistant or nurse practitioner's certification of an employee's ability to perform their job. Such statements can verify: the employee's ability to return to work without endangering the safety of himself/herself or others; the necessity of time off from work and any restrictions on job duties; the beginning or ending dates of the illness or injury; or the need of the employee to attend a family member.

When such certification is required, the County will pay costs not covered by the employee's insurance and the employee will be paid as if working. Notwithstanding the above, no employee shall be unreasonably required to see a physician, physician's assistant or nurse practitioner not of his/her choosing.



#### **SECTION 4. EMPLOYEE NOTIFICATION:**

In the event an employee suffers from sickness and is unable to perform his/her duties, he/she shall notify his/her supervisor of his/her expected absence, and the nature and expected length thereof, prior to the start of his/her regular work shift. If due to physical incapacity or other cause the employee is unable to provide the above-specified notice, he/she shall cause a spouse or other responsible party to provide the notice on his/her behalf or, if such is not possible, do so at the earliest available opportunity.

#### **SECTION 5. LIMITATIONS:**

Except as allowed by the County's pension plan, all sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.

No County employee shall be entitled to sick leave pay while absent from duty due to the following causes:

- A. Disability arising from any sickness or injury purposely inflicted.
- B. Sickness or disability sustained while on leave of absence without pay.
- C. Inability to properly perform required duties because of intoxication.
- D. Injury or illness for which the employee is or should be eligible for industrial insurance benefits by reason of employment with an employer other than the County.
- E. An on-the-job injury or illness for which the employee is eligible for Workers' Compensation benefits. However, if such time loss injury is for less than 14 days, the employee shall be eligible for sick leave benefits for the day of the injury and the following 2 days.

All employees are insured under a group policy for occupational accidents which result in injury or disease that is directly related to the employees' work. Benefits include medical treatment and care, as well as disability compensation pay during time lost from job.

In the event of extended physical disability due to an occupational accident or disease, the employee will receive Workers' Compensation insurance benefits and during this time will be considered to be on disability leave from County services. The disability leave will be without wages from the County, but the County will continue to provide group coverage premiums for life, long-term disability, and medical insurance for a maximum period of 6 months from the time of the disabling circumstance. In accordance with State and Federal law, the employee may continue health insurance coverage on a self-pay basis.

If it is established that an employee, incapacitated by reason of occupational injury or disease, may safely resume some form of work but is not physically able to perform the duties of his/her previous position, he/she shall be reinstated in other work that he/she is able to perform if such is available. If the employee refuses such assignment, the County's obligation to retain the employee is ended.

## ARTICLE 11 VACATIONS

### SECTION 1. ACCRUAL & ELIGIBILITY:

Vacation shall accrue in accordance with the following table:

<u>Years of Service</u>	<u>Hours accrued for Each pay period</u>	<u>Approx. Annual Equivalent for full time employees</u>
0-4	3.70	12 Days
5-9	4.32	14 Days
10-14	4.93	16 Days
15-19	5.54	18 Days
20+	6.16	20 Days

All service credited for vacation accrual purposes must be continuous. In all cases the actual accrual will be based upon hours accrued per pay period, not annual equivalent. Holiday, vacation and sick leave time, provided it was paid for as if worked, will count as hours worked for purposes of this Section.

Vacation credit shall not be granted to employees during their first six (6) months of service. Upon successful completion of such period, the employee shall, however, have 48 hours of vacation time credited to his/her account.

Part-time employees shall receive pro rata vacation accrual based upon the relationship the employee's regularly scheduled work week bears to 40 hours.

### SECTION 2. SCHEDULING:

**A. Vacation:** Employees shall be permitted to request either a split or single vacation. Whenever possible, consistent with the judgment of the supervisor as to the needs and requirements for vacation relief, employees may schedule their vacation times. Subject to such requirements, vacation time shall be scheduled between employees on the basis of department seniority; provided, however, each employee will be permitted to exercise seniority once each year. The County shall have the final determination of vacation times based on operations and the availability of vacation relief. To utilize vacation, an employee shall notify his/her supervisor of his/her scheduling request in writing on a form furnished by the County at least 2 weeks but not more than 6 months prior to the start of the requested vacation. The supervisor will approve or deny the request within 5 working days of receipt thereof. However, by mutual agreement between an employee and his/her supervisor, vacation may be taken without such advance notice.

**B. Work during vacation period:** Any employee who is required to work during vacation period shall be paid for all hours worked at the rate of 1½ times their regular rate of pay for the entire period of the originally scheduled vacation; provided, however, such vacation had been previously approved in advance in accordance with the provisions of Section 2A. hereof. The employee's vacation with pay shall be rescheduled to a future period. If an employee is offered and accepts voluntary work during their scheduled vacation, the work shall not be subject to the foregoing provisions.

**SECTION 3. TERMINATION OR DEATH:**

Upon termination or death of a regular, full-time employee who has completed at least 6 months of employment, compensation for all accumulated vacation shall be paid to the employee or his/her heirs.

**SECTION 4. MAXIMUM ACCRUAL:**

Employees shall not be allowed to maintain an accrued vacation balance of more than 256 hours.

Specifically, once an employee has accumulated 256 hours, no additional vacation time shall be credited to the employee's account until he or she has taken a minimum of 20 hours of vacation. However, if the employee has not been able to take vacation due to operational conditions, the County may provide the employee with a written waiver to the above restriction for the period of time, normally not to exceed one month, while such conditions remain in effect.

Upon promotion, employee shall retain up to an 80 hour balance converted at 1 hour to 1 hour ratio. The remainder of vacation hours over 80, if any, shall be converted from the hourly rate at which they were earned to a new hourly balance based on the new hourly rate. New vacation accrual will continue at the new pay rate.

## **ARTICLE 12 LEAVES WITHOUT PAY:**

### **SECTION 1. FAMILY MEDICAL LEAVE:**

The parties recognize that state and federal law provides for paid and/or non-paid leaves to care for children and other family members. Any disputes regarding the benefits provided under those laws may be pursued through Steps 1 through 3 of the grievance procedure, Article 5 hereof, but shall not be pursued to Step 4, arbitration, or otherwise serve as the basis of a claim of a violation of this Agreement.

### **SECTION 2. UNION BUSINESS:**

Employees elected to any Union office by the Union to do work which takes them from their employment with the County shall, at the written request of the Union, be granted a leave of absence of up to 90 days.

### **SECTION 3. OTHER LEAVES:**

Leaves of absence for reasons other than the above may be allowed.

### **SECTION 4. LEAVE CONDITIONS:**

While on leave of two weeks or more, an employee shall maintain previously accumulated leave time, but shall not continue to accrue seniority. The employee shall not receive County\_paid benefits but may, subject to such restrictions as the carrier may impose, continue to receive medical insurance coverage on a self-pay basis.

## **ARTICLE 13 LEAVES WITH PAY**

### **SECTION 1. JURY DUTY:**

Regular, full-time employees shall be granted leave with full pay, computed on the basis of 8 or 10 hours, as applicable, at the employee's regular, straight-time hourly rate, any time they are required to report for jury duty or jury service.

An eligible employee shall endorse any jury fee (excluding mileage and meal allowances) to the County as a condition to the receipt of jury pay. If an employee is excused or dismissed from jury duty or service prior to noon, he/she shall promptly report for work. Any employee required to appear in court in connection with or arising from his/her duties with the County shall also be subject to the above provision, except that any employee appearing on behalf of an action against the County or on behalf of the Union shall receive such time off but shall not be compensated therefore.

### **SECTION 2. MILITARY LEAVE:**

Regular employees who enter the Armed Forces of the United States or who report for active or training duty with the National Guard or any reserve component of the Armed Forces shall be entitled reemployment, seniority, and compensation rights in accordance with the Military Selective Service Act of 1967, as amended, Section 408.290 of the Oregon Revised Statutes, or any other applicable State and federal laws.

### **SECTION 3. BEREAVEMENT LEAVE:**

In the event of a death in the employee's immediate family, an employee may be granted leave of absence with pay and benefits not to exceed forty (40) hours. Immediate family to be defined as any relative who has for the past year resided continuously in the household of the employee and other relatives as follows:

In the event of a death in the employee's immediate family, an employee may be granted leave of absence with pay and benefits not to exceed forty (40) hours. Part-time employees shall receive pro rata Bereavement Leave based upon the relationship of the employee's regularly scheduled work week bears to forty (40) hours. The immediate family means any relative who has resided continuously in the employee's household for the past year or other relations as follows: mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, husband, wife, grandparents, grandchildren, legal guardians in the care of the employee, and minors for whom the employee is the legal guardian.

## ARTICLE 14 COMPENSATION

### SECTION 1. WAGE SCHEDULES:

Employees shall be compensated in accordance with the wage schedule attached as an addendum to this agreement, and which is hereby incorporated into and made a part of this agreement.

Effective July 1, 2015 or the first full payroll following the execution of this agreement, whichever comes last, the salary schedule will be increased by 3%.

Effective July 1, 2016, the salary schedule will be increased by 3%.

Effective July 1, 2017, the salary schedule will be increased by 3%.

### SECTION 2. PAYCHECKS:

Pay checks shall be issued every two weeks, on Thursdays. Expense reimbursement shall not be subject to withholding taxes.

### SECTION 3. HAZARDOUS WORK:

No employee shall be assigned work with or in the immediate vicinity of explosives.

### SECTION 4. STEP PLAN:

For the duration of this Agreement, new employees shall be hired at Step One and advanced to Step 2 on their one year anniversary date of hire. Successive steps will be every other year thereafter.

Upon promotion, an employee will be placed upon the lowest step of the new salary range that provides at least a five percent pay increase not, however, to exceed the top step.

## ARTICLE 15 OVERTIME

### SECTION 1. ASSIGNMENT:

The County, whenever it is deemed to be necessary because of emergency or for purposes of efficiency, economy, or otherwise, may require employees to work overtime on any day, at any hour, and for so long a period of time as is specified.

The County shall, however, make a good-faith effort to provide 72 hours advance notice of required overtime that can reasonably be scheduled that far in advance.

### SECTION 2. DEFINITION:

A. Employees shall be compensated at the rate of time-and-one-half (1½ ) for work under the following conditions, but in no event shall such compensation be received twice for the same hours.

1. All work performed in excess of 8 hours in any work day. However, if the County should adopt a 4/10 schedule for certain of its employees, overtime shall then apply to all work in excess of 10 hours in one day.
2. All work performed in excess of 40 hours in any work week.
3. All work performed on the sixth or seventh day of work in a regular work week or when a 4/10 work week is in effect, all work performed on the fifth, sixth or seventh day in a regular work week.
4. All work performed during hours not scheduled at least 72 hours in advance, except as provided in Article 8, Section 2.
5. The County will continue to assist in notification of employee spouses when overtime not scheduled in advance is worked.
6. For purposes of computing hours worked over 40 in a work week, hours which are compensated but not worked during the first 5 days of an employee's work week because of vacation, sick leave, or holiday observance shall be considered as hours worked.

B. Callout, to be defined as overtime work performed during hours not immediately after regularly scheduled working hours, shall be two hours or the actual number of hours worked, whichever is greater, at the overtime rate. All early, pre-shift callout that is consecutive to the shift starting time will be paid at the Overtime rate with no 2-hour minimum.

C. Overtime shall be paid either in the form of compensation or compensatory time off. During the first 60 hours of overtime worked in a fiscal year, the employee will choose the form of compensation (overtime or compensatory time). Any overtime hours worked over 60 in a year, management will choose the form of compensation. Accrued compensatory time shall be limited to a maximum of 40 hours. Compensatory time off shall be scheduled at the request of the employee so long as it is not inconsistent with the needs of the Department as determined by the

supervisor.

Upon promotion, compensatory time shall be converted from the hourly rate at which they were earned to a new hourly balance based on the new hourly rate. New compensatory time accrual will continue at the new pay rate.

**SECTION 3. DISTRIBUTION OF OVERTIME:**

Overtime shall be offered on the basis of seniority within classification and consistent with the usual assignments of employees. If no one is available within the classification, overtime will be offered based on county wide seniority, provided the employee is qualified.



## ARTICLE 16 SENIORITY

### SECTION 1. DEFINITION:

Seniority shall be defined as total length of unbroken service with the County.

### SECTION 2. LOSS OF SENIORITY:

All seniority shall be lost for any of 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 for a period in excess of 18 months.
- E. Securing other employment during a leave of absence, unless agreed to in advance by the Supervisor.

### SECTION 3. SENIORITY LISTS:

Once each year, the County shall post on the work-area bulletin board a seniority list.

### SECTION 4. FILLING OF JOB OPENINGS:

Whenever there is a job opening for other than an entry level position, notice of job announcements and job descriptions of such opening will be posted on the work area bulletin board for a period of two weeks prior to filling the position to provide employees the opportunity to submit written application for that job. Recognizing the impact that promotional opportunities have upon employee morale, the County shall promote from within the ranks of current employees as follows:

When in the supervisor's judgment relative qualifications, aptitude and ability to perform the work are equal between two or more applicants for the posted opening, the applicant with the most County service shall be offered the position.

All applicants will be notified in writing of the results of the application process.

### SECTION 5. TRAINING:

When providing educational or training opportunities within a classification, employees who are equally qualified within classification and consistent with the usual assignments of employees in the judgment of the supervisor shall be granted preference for such opportunities according to their respective seniority within their job classification.

## ARTICLE 17 LAYOFF AND RECALL

### SECTION 1. LAYOFF:

In the event of a layoff of employees, selection of employees to be retained in those classifications affected by the layoff will be in accordance with the employees' seniority, so long as the senior employees possess qualifications, aptitude, and ability to perform the available work.

Employees shall receive at least two weeks notice in writing in advance of layoff. Laid off employees shall be offered any available part time or temporary work in any classification for which they are qualified, and can bump temporary employees for work which the employee is qualified to perform. However, refusal to accept part time, temporary or work below classification shall not constitute refusal to accept recall from layoff.

### SECTION 2. BUMPING:

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 in an equal or lower job classification, provided the displacing employee has greater seniority and possesses qualifications, aptitude, and ability to perform the work equal to the employee he/she displaces.

In the event the Union considers the supervisor's above determination as to relative qualifications, aptitudes, and abilities to have been arbitrary or in bad faith, it may submit that question as a grievance for handling in accordance with the grievance procedure, commencing at Step 2 thereof.

### SECTION 3. RECALL:

Employees shall be recalled from layoff in accordance with the same standards as were employed in making the original layoff determination. Such recall shall be in the inverse order of layoff.

No new employee shall be hired in a classification within the department affected by the layoff until all employees in the classification in the department are recalled.

Layoff status shall terminate 18 months after the employee's layoff.

Notice of recall shall be sent by certified mail, return receipt requested, and marked "Deliver to Addressee Only," to the employee's last-known address on file with the County. If the recall notice is returned to the County without having been delivered, the County shall be under no further obligation to recall that employee. The County shall not require an employee to return from layoff less than 14 days from the date that the recall notice was sent.

Failure to notify the County of availability to return to work within 2 working days after receipt of a notice of recall from a layoff, or failure to report for work upon the date specified in the recall notice shall result in forfeiture of seniority and recall rights.

While on layoff failure to register in person or by mail with the supervisor or designee upon change of address, telephone number, and at least once every six months during the period of

layoff signifying his/her availability for recall shall result in forfeiture of seniority and recall rights.

## ARTICLE 18 INSURANCE AND RETIREMENT

### SECTION 1. RETIREMENT:

The County agrees to maintain its existing retirement plan, subject to the terms and conditions thereof as it applies to regular, full time, employees in the bargaining unit.

### SECTION 2. HEALTH INSURANCE:

The County agrees to pay 92.5% of the premium cost of the medical and dental insurance plans specified below or such other coverage as may be mutually agreed for all employees and enrolled dependents:

City County Insurance Services, Copay Plan B Medical Preferred Provider (PPP), \$500 deductible, with Alternative Care Rider and Plan II Dental and VSP Vision, if available.

In the event that the plan(s) offered by the Employer exceed the Excise Tax threshold, the County and the Union agree to re-open Article 18 Section 2 Health Insurance and bargain this change.

If the above referenced insurance plan is not available, the County shall immediately confer with the Union for the purpose of securing a replacement plan. The parties recognize that the County cannot guarantee any specific medical plan or benefit level. However, the County guarantees that it will maintain at a minimum, it's current level of monthly dollar contribution toward insurance premiums. In addition, the County will maintain the 92.5% premium cost share, during the contract.

### SECTION 3. AIR MEDICAL TRANSPORT INSURANCE:

The County will purchase a standard annual family membership to an air medical transport insurance plan for each employee in the bargaining unit. The County's commitment is limited to the cost of the premium. Any costs not covered by the insurance are the responsibility of the employee.

### SECTION 4. LIFE INSURANCE:

The County agrees to continue to provide the existing or an equivalent in the aggregate life insurance plan for each employee.

### SECTION 5. LONG TERM DISABILITY:

The County agrees to continue to provide the existing or an equivalent in the aggregate long-term disability insurance plan.

### SECTION 6. SECTION 125 PAYROLL DEDUCTION:

As allowed by the Internal Revenue Service Code, the County will continue to provide a Section 125 deduction program whereby employees shall have the opportunity to pay for their portion of the above specified insurance programs with untaxed earnings.

**SECTION 7. PLAN CHANGES:**

Whenever the County seeks to make a change in the plans as specified above, they will seek input from the bargaining unit.

To this end, the Union will appoint a member representative to the Morrow County Employee Insurance Benefit Committee.

## **ARTICLE 19 GENERAL PROVISIONS**

### **SECTION 1. PERSONNEL FILES:**

An employee shall be provided a copy of any document that is to be placed in his/her personnel file and shall have the right to review the contents of, and to obtain a copy of, items that are in the file. Employees will be required to sign any adverse material placed in their personnel file.

The employee also shall have the right to attach a rebuttal or other comment to a document contained in the personnel file, or to request the removal from the file of a document that the employee believes is no longer relevant or appropriate for inclusion in the file. Such document shall only be removed from the personnel file if the County agrees that the document in question is inaccurate or is no longer relevant or appropriate for inclusion in the file. The decision of the Public Works Director regarding the removal of material may be appealed by the employee to the County Court.

### **SECTION 2. SUBSTANCE ABUSE:**

In the event that any substantive changes in the existing Substance Abuse policy are required or otherwise initiated by management, the parties will meet to negotiate revisions to the policy.

### **SECTION 3. PROTECTIVE CLOTHING AND EQUIPMENT:**

The County will provide coveralls and protective gloves as appropriate for the duties involved for all employees. Employees not assigned to County shops will be furnished high-visibility coveralls.

The County will provide steel-toed boots for the mechanics and fabricator, up to a \$160 limit, and rubber or other safety footwear for the oil distributors, Weed Manager and pugmill operator, up to \$45. When footwear becomes damaged, worn out or is otherwise unserviceable, the employee shall obtain authorization to replace the item from the employee's supervisor.

Mechanics and fabricators who wear eyeglasses will be provided prescription safety glasses.

The County will provide 4 (four) tee-shirts per employee per year. The tee-shirts will comply with The American National Standard for High-Visibility Safety Apparel and Headwear, (ANSI/ISEA 107-2010). However, to assure their safety, employees are required to wear reflective safety vests, provided by the County, when the tee-shirts are not visible, such as when the employee is wearing a sweatshirt or cold weather coat.

Employees will be expected to use all safety equipment furnished to them by the County and follow all appropriate safety practices in order to insure employee safety.

### **SECTION 4. CLEANUP:**

When employees are involved in unusually dirty work, they will be allowed cleanup time as is necessary, but in any case not to exceed 15 minutes on County time.

**SECTION 5. SAFETY:**

Employees will not be disciplined for refusing to work under conditions in which a bona fide, unsafe working condition exists. Employees shall report such conditions immediately upon discovery to their supervisor, safety committee or Personnel Director and the County will take appropriate action, if any.

**SECTION 6. COMMERCIAL DRIVING LICENSE:**

The County shall pay all costs associated with obtaining and renewing any required commercial driving license, except that all costs associated with any retesting as a result of the employee's having failed to pass a prior test shall be paid by the employee.

## ARTICLE 20 SAVINGS CLAUSE

Should any article, section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term thereof.



## ARTICLE 21 EFFECTIVE DATES

Except where otherwise specifically stated, this Agreement shall become effective on the date of signing, or July 1, 2015 whichever date is later, and shall remain in full force and effect through 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 sixty (60) days prior to the expiration of subsequent anniversary date that it wishes to modify this Agreement for any reason.

**EXECUTION OF AGREEMENT**

This agreement is executed this 1<sup>st</sup> day of JULY, 2015, by and between  
Morrow County and AFSCME Local 2479.

MORROW COUNTY

Terry K. Tallman  
Terry K. Tallman, Judge

Don Russell  
Don Russell, Commissioner

ABSENT  
Leann Rea, Commissioner

AFSCME Local 2479

[Signature]  
Local Officer

[Signature]  
Jared Kollen, Council Representative

COLA 3.000%

ROAD SCALE  
2015 - 2016

	Step 1 Hire 1	Step 2 1 Year 2	Step 3 3 Years 3	Step 4 5 Years 4	Step 5 7 Years 5	Step 6 9 Years 6
Light Equip.	2,910	3,056	3,208	3,369	3,537	3,714
MAINTENANCE SPECIALI	3,082	3,236	3,398	3,568	3,746	3,933
Mechanic	3,390	3,559	3,737	3,924	4,120	4,326
						Miller
Sr. Mechanic	3,496	3,670	3,854	4,047	4,249	4,461
						Wainwright
SR. MAINTENANCE SPEC	3,424	3,595	3,774	3,963	4,161	4,369
						McKinley
						Gutierrez
		Henrichs				
			Jones			
						Papineau
					McNary	
						Gates
						Bedortha
						Morris
					Proebstel	
					Verley	
Work. Foreman	3,720	3,905	4,101	4,306	4,521	4,747
						Gregory
Weed Manager	3,724	3,910	4,105	4,311	4,526	4,753
						Pranger

COLA 3.000%

**ROAD SCALE**  
2016 - 2017

	Step 1 Hire	Step 2 1 Year	Step 3 3 Years	Step 4 5 Years	Step 5 7 Years	Step 6 9 Years
	1	2	3	4	5	6
Light Equip.	2,997	3,147	3,305	3,470	3,643	3,825
MAINTENANCE SPECIALI	3,174	3,333	3,500	3,675	3,858	4,051
Mechanic	3,491	3,666	3,849	4,042	4,244	4,456
Sr. Mechanic	3,601	3,781	3,970	4,168	4,376	4,595
SR. MAINTENANCE SPEC	3,526	3,703	3,888	4,082	4,286	4,500
Work. Foreman	3,831	4,023	4,224	4,435	4,657	4,890
Weed Manager	3,835	4,027	4,229	4,440	4,662	4,895

COLA 3.000%

ROAD SCALE

2017 - 2018

	Step 1 Hire	Step 2 1 Year	Step 3 3 Years	Step 4 5 Years	Step 5 7 Years	Step 6 9 Years
	1	2	3	4	5	6
Light Equip.	3,087	3,242	3,404	3,574	3,753	3,940
MAINTENANCE SPECIALIST	3,270	3,433	3,605	3,785	3,974	4,173
Mechanic	3,596	3,776	3,965	4,163	4,371	4,590
Sr. Mechanic	3,709	3,894	4,089	4,293	4,508	4,733
SR. MAINTENANCE SPEC	3,632	3,814	4,004	4,205	4,415	4,635
Work. Foreman	3,946	4,143	4,351	4,568	4,796	5,036
Weed Manager	3,951	4,148	4,355	4,573	4,802	5,042