

July 1, 2009- June 30, 2013

A G R E E M E N T

Between

UNION COUNTY, OREGON

And

UNION COUNTY COURTHOUSE EMPLOYEES ASSOCIATION

Local 834, AFSCME Council 75

Contract extended through:

~~June 30, 2014~~

~~June 30, 2015~~

~~June 30, 2016~~

~~June 30, 2017~~

June 30, 2018

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A G R E E M E N T
Between
UNION COUNTY, OREGON
And
UNION COUNTY COURTHOUSE EMPLOYEES ASSOCIATION
Local 834, AFSCME Council 75

PREAMBLE

THIS AGREEMENT is entered into by UNION COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as the COUNTY, and the UNION COUNTY COURTHOUSE EMPLOYEES ASSOCIATION LOCAL 834 - AFSCME Council 75, hereinafter referred to as the UNION. The parties acknowledge that there is a statutory division of authority and responsibility between the County Board of Commissioners and elected officials with respect to administration of departments affected by this Agreement and that the statutes shall control in the event of conflict with any provision of this Agreement. Unless otherwise indicated, the term "County" shall include the County Board of Commissioners, elected officials, and other heads of departments in which employees in the bargaining unit are employed.

This document represents the full agreement between the COUNTY and the UNION. The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and any other matters pertaining to employment relations as provided by Oregon laws, and to promote the general efficiency in providing services to the citizens of the County.

ARTICLE 1

SCOPE OF AGREEMENT AND RECOGNITION

1.1 BARGAINING UNIT.

(a) This Agreement shall apply only to those employees of the following Courthouse Departments: Assessor, County Clerk, County Board of Commissioners, District Attorney, Emergency Services, Planning Commission, non-certified Sheriff, non-certified Corrections, Tax, Treasurer, Public Health and Veterans Services. Excluded from coverage are elected officials, supervisory employees, confidential employees, persons appointed to serve on boards and commissions, irregular part-time employees and part-time employees normally working less than twenty (20) hours per week, temporary employees hired for less than six (6) consecutive months in a calendar year, employees hired for a

limited term under a specific State or Federal grant, limited duration employees participating in publicly or privately funded vocational rehabilitation and training programs and all other employees.

(b) Except as may otherwise be specifically provided for herein, all leaves with pay and fringe benefits for less than full-time employees in the bargaining unit shall be granted in amounts proportionate to those granted full-time employees.

(c) No employee shall have his/her regularly scheduled hours of work reduced in order to provide part-time employment to another person to perform the same work.

1.2 RECOGNITION. The COUNTY recognizes the UNION as the sole and exclusive bargaining agent and representative of the employees within the bargaining unit described immediately above.

1.3 NONDISCRIMINATION. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

1.4 UNION MEMBERSHIP AND FAIR SHARE. Membership or nonmembership in the UNION shall be the individual choice of employees covered by this Agreement. For purposes of this section, UNION membership shall be defined as the tender of such periodic dues and initiation fee as are uniformly required as a condition of acquiring or retaining membership. However pursuant to the provisions of ORS 243.650(10) any employees in the bargaining unit who choose not to belong to the UNION shall be required to make a "payment in lieu of dues" which shall be limited to 85% of the dues uniformly required as a condition of maintaining UNION membership. The fair share amount shall be certified to the COUNTY by the Treasurer of the UNION and the aggregate shall be automatically deducted and transmitted to the UNION on behalf of the employees involved.

1.5 Any individual employee who objects to Section 1.4 and whose objection is based on bonafide religious tenets or teachings of a church or a religious body of which such employee is a member shall provide written certification from such church or religious body indicating that such tenet or teaching forbids the payment of union dues; and shall deliver a copy of this certification to both the UNION and the COUNTY, fulfilling the requirements contained in the above paragraph by payment of the uniformly required membership dues to the UNION, which will then contribute this money to a non-religious charity of the employee's choice. Proof of such payment may be requested by the employee utilizing this portion of the contract by requesting a receipt from the UNION.

1.6 If a member of the UNION terminates his/her membership, he/she shall be required to make payments in lieu of dues as set forth in Section 1.4. The UNION shall notify the COUNTY regarding the effective date of his/her termination of UNION membership.

1.7 The UNION agrees to indemnify and hold the COUNTY harmless against any and all liability for its actions in carrying out the provisions of Sections 1.4, 1.5 and/or 1.6 of this Article.

ARTICLE 2

MANAGEMENT RIGHTS

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. The COUNTY retains all power and authority not specifically abridged, delegated, or modified by this contract. Nothing in this Article is intended to inhibit or restrict informal, routine discussion of working conditions between the UNION and the COUNTY. Such discussions are encouraged for the purpose of providing mutually advantageous conditions and a high level of service to the citizens of the COUNTY. Management rights utilized as provided by this section shall not constitute a violation of this Agreement and shall not be subject to the grievance procedure contained herein.

ARTICLE 3

STRIKES AND LOCKOUTS

3.1 NO STRIKE. The UNION and its members, as individuals or a group, will not initiate, cause, permit or participate or join in any strike, work stoppage, slow down, picketing, or any other restriction of work, at any location in the COUNTY. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established by any 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 engaged 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 an action for damages, which may be available to the COUNTY.

3.2 RETURN TO WORK. 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 notification, attempt to secure an immediate and orderly return to work.

This obligation and the obligations set forth in Section 3.1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provision of this Agreement.

3.3 NO LOCKOUT. There will be no lockout of employees by the COUNTY as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 4

HOURS OF WORK

4.1 REGULAR HOURS. The regular hours of work each day shall be consecutive except for interruptions for rest and meal periods. All employees shall be scheduled to work on a regular shift and each shift shall have a regular starting and quitting time. Except for situations beyond the COUNTY's control, the COUNTY shall give affected employees at least five (5) calendar days' notice of a change in shift schedules and/or their starting and/or quitting times. An employee who is not notified five (5) days in advance shall be eligible to receive time-and-a-half pay for a maximum of two (2) days.

4.2 WORKWEEK.

(a) The normal workweek for all employees in Maintenance, Corrections and the Sheriff's Department shall be five (5) consecutive days of eight (8) hours followed by two (2) consecutive days off, or, at the COUNTY's option, four (4) consecutive days of ten (10) hours followed by three (3) consecutive days off. For all other employees the normal workweek shall be four (4) consecutive days of eight and one-half (8-1/2) hours followed by three (3) consecutive days off. Employees working a 4 - 8 ½ hour schedule specifically waive the requirement to pay overtime daily as provided by ORS 279.340.

(b) In the event the COUNTY determines that sufficient resources exist to return one (1) or more departments to a workweek of five (5) consecutive work days of seven and one-half (7-1/2) hours, at least thirty (30) days notice shall be provided to the affected employees and the UNION. It is understood that those employees working 34 hours per week shall be compensated at 90% of Attachment 4, Salary Schedule. Those employees working 37.5 hours or 40 hours per week shall be paid 100% of Attachment 4, Salary Schedule.

(c) In addition, the provisions of Section 4.2 may be modified at any other time in order to avoid layoffs necessitated by a budget crisis. Whenever possible in such situations, the COUNTY agrees to notify the

UNION at least thirty (30) days in advance of imminent layoffs to be implemented in response to the budgetary crisis. Upon request from either party the UNION and the COUNTY shall thereafter enter into negotiations as soon as possible to discuss alternative ways of responding to the budgetary problem. Should the parties reach an agreement as a result of such discussions, they shall enter a specific written document setting forth such agreement.

(d) The provisions of Sections 4.1, and 4.2 of this Agreement may be modified by the mutual agreement of an involved employee(s), the UNION, and the COUNTY by entering into a specific written agreement.

4.3 REST PERIODS. A rest period of fifteen (15) minutes shall be permitted for all employees during each half shift. The rest period shall be scheduled by the COUNTY in accordance with its determination of the operating requirements applicable to each employee's position.

4.4 MEAL PERIODS. All employees shall be granted a meal period during each work shift. The meal periods shall be scheduled by the COUNTY, and to the extent consistent with the operating requirements of the respective departments, shall be scheduled in the middle of the work shift.

4.5 OVERTIME. Employees shall be compensated at the rate of time and one-half for all hours worked in excess of their regularly scheduled work day, or work week, except for those employees who work four (4) eight and one-half (8-1/2) hour days or thirty-four (34) hours per week. In this case, it is understood the first three and one-half (3-1/2) hours of overtime worked on the fifth (5th) working day shall be at straight time. All hours thereafter shall be at the rate of time and one-half (1-1/2).

4.5 A OVERTIME AUTHORIZATION It shall be the policy for the accumulation of overtime that all overtime must have prior written authorization from the Department Head, Elected Official or Supervisor before time is worked. However, there are times when the Elected Official, Department Head or Supervisor will not be available for pre-authorization and an employee may have to make an emergency-type decision regarding whether or not such overtime which exceeds the normal work week will be worked. Should an employee need to work any hours past their regular time without prior authorization they must meet with their Supervisor, Department Head or Elected Official within 3 employee work days to notify them as to the reason why the overtime was worked, the number of hours worked, and seek written approval.

Failure to comply with pre-authorization of overtime or failure to receive Department Head, Elected Official or Supervisor signature within 3 days after the overtime was worked will result in possible discipline.

4.6 OVERTIME COMPENSATION.

(a) Compensation for authorized overtime work shall be paid in the form of compensatory time off, or at the option of the COUNTY in the form of compensatory pay. All overtime shall be recorded by the employee on his/her next regularly scheduled workday and must be approved by the Department Head or designated supervisor. Overtime work shall be computed daily to the nearest one-quarter (1/4) hour.

(b) Overtime or premium pay shall not be pyramided or compounded.

4.7 WORK OUT OF CLASS Employees who are assigned to work in a higher classification for a period of 80 hours or more shall be paid the higher rate of pay for all time worked in the higher classification. The pay rate shall not be less than the equivalent of one step increase (5%), or the bottom step of the higher range when no salary overlap exists between ranges and the higher classed position is not excluded as supervisory. This higher class work will be entered into the employee's personnel file and will be taken into consideration by supervisors for promotions.

4.8 CALLBACK

(a) Not less than four (4) overtime hours shall be paid for any call back or recall outside the normal work shift. Call back/recall shall not include an extension directly before or after a regularly assigned shift. First and second phone consultations within a twelve (12) hour period not requiring a return to work shall be paid a minimum of one-quarter (1/4) hour of overtime; the third phone consultation shall be paid a minimum of one-half (1/2) hour of overtime; the fourth and any additional phone consultations shall be paid a minimum of one (1) hour of overtime.

(b) Except for callback necessary to perform previously assigned duties improperly or incompletely performed or caused by employee oversight (e.g., taking home necessary keys or equipment, etc.), employees called in to work during off-duty time shall be compensated for such callback time at the overtime rate.

ARTICLE 5

HOLIDAYS

5.1 HOLIDAYS. The following shall be recognized as paid holidays for all UNION employees:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents Day	Veteran's Day
Memorial Day	Thanksgiving Day
Christmas Day	Floating Holiday (2)

Whenever a holiday shall fall on Sunday, the succeeding Monday shall be observed as the holiday. Whenever a holiday falls on Friday or Saturday, employees will be asked to stagger their holiday on either the Thursday before the holiday or the Monday after the holiday. Department Heads or Elected Officials are responsible for making sure that their office is open on both Thursday before and Monday after the holiday. For employees working shift work, the holiday is a 24 hour period beginning at 12:00 A.M. the actual day of the holiday.

The Floating Holiday shall be arranged at the mutual agreement of the employee and elected official, subject to the work needs and requirements of that department. Employees must have completed four (4) full months of employment to be eligible for the Floating Holiday and this day must be taken within the calendar year in which it was earned.

5.2 HOLIDAY PAY. Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work. If an employee is on an authorized vacation, sick leave, or other leave with pay when a holiday occurs, the holiday shall not be charged against such leave. Unless on a bonafide authorized leave with pay, an employee, to be eligible for holiday pay, must work his/her full assigned shifts preceding and following the holiday. Holiday pay shall be prorated for permanent part-time employees.

5.3 HOLIDAY WORK.

(a) If any employee is required to work on any of the holidays listed above, he/she shall receive, in addition to his/her regular holiday pay, compensation for eight (8) hours worked at his/her regular rate of pay or, at the option of the COUNTY, compensatory time off with pay within the usual workweek, equivalent to the time worked on the holiday. Compensatory time off accrued by reason of authorized work on a holiday as provided herein shall be paid for at the employee's regular rate of pay at the time the work was performed.

(b) Any employee required to work on Thanksgiving, Christmas, 4th of July, Labor Day, New Year's Day, Memorial Day, President's Day or Veterans Day Holidays will be compensated for all hours worked at the rate of time-and-one-half (1-1/2).

5.4 HOLIDAY TIME. Holiday time shall be taken as it accrues, unless at the employee's option, he/she requests cash payment thirty (30) days prior to the end of the calendar year for days not used.

County is only required to pay for holiday time in excess of 80 hours on December 31 of each year and only if time off has been denied by supervisor/department head or elected official due to scheduling.

ARTICLE 6

VACATIONS

6.1 VACATION CREDIT. Full-time employees shall acquire vacation leave as follows:

(a) After completion of six (6) full months of continuous service employees shall be credited with 45 hours of vacation, except those working 40 hours or more per week, who will be credited with 48 hours of vacation.

(b) Beginning the seventh (7th) month of service and through the fifth (5th) year, regular full-time employees shall receive 7.5 hours of vacation credit per month, except those working 40 hours or more per week, who will receive 8.0 hours of vacation credit per month.

(c) Beginning the sixth (6th) year of service and through the tenth (10th) year, regular full-time employees shall receive 9.38 hours of vacation credit per month, except those working 40 hours or more per week, who will receive 10 hours of vacation credit per month.

(d) Beginning the eleventh (11th) year of service and through the eighteenth (18th) year, regular full-time employees shall receive 11.25 hours of vacation credit per month, except those working 40 hours or more per week, who will receive 12 hours vacation credit per month.

(e) Beginning the nineteenth (19th) year of service, regular full-time employees shall receive 7.5 hours of vacation credit for each year the employee has worked for the County up to a maximum of 187.5 hours, except those working 40 hours or more per week, who shall receive 8.0 hours of vacation credit for each year the employee has worked for the county up to a maximum of 200 hours.

A day of vacation shall be considered as a normal workday and vacation shall be compensated at the employee's regular straight-time hourly rate as of the time the vacation is taken. Part-time employees covered by this Agreement shall accrue vacation leave in proportionate amounts to that accrued by full-time employees according to their years of service, and based on their full-time equivalency. Example: 20 hours = 53% FTE; $53\% \times 7.5 \text{ hours} = 3.98 \text{ hours}$; $53\% \times 9.38 \text{ hours} = 4.97 \text{ hours}$; etc. Example is based on full-time general employee working 37.5 hours.

Employees whose anniversary date is between the first (1st) and the fifteenth (15th) day of a month shall be considered to have been hired on the first (1st) day of the month. Employees whose anniversary date is between the sixteenth (16th) and the last day of a month shall be considered to have been hired on the first (1st) day of the next month.

At such time as an employee has successfully completed his/her probationary period, he/she shall be eligible to take a vacation leave for the time he/she has earned upon approval of his/her supervisor. No paid vacation leave will be allowed during the first six (6) months of employment.

6.2 CONTINUOUS SERVICE. Continuous service for the purpose of accumulating vacation leave credit shall be service unbroken by separation from employment by the COUNTY. Time spent by an employee on a paid leave shall be included as continuous service. Time spent on unpaid authorized leaves will not be counted as part of continuous service for accrual purposes, but employees returning from such leave and from layoff status shall be entitled to credit for service prior to the leave or layoff.

6.3 MAXIMUM ACCUMULATION. The maximum vacation time that may be accumulated by an employee is 240 hours. This maximum may be extended or paid upon approval by the County Board of Commissioners after written request is made to the Department Head and the Commissioners. If such leave cannot be paid, it shall not be lost but shall continue to accrue and the excess vacation shall be taken by the employee at the earliest mutual practicable date.

6.4 VACATION SCHEDULING. Employees shall be permitted to request vacation leave on either a split or an entire basis. Vacation times shall be scheduled by the COUNTY based upon the judgment of each Department Head as to the needs of efficient operations and the availability of vacation relief. Subject to the foregoing, employees shall have the right to determine vacation times. Vacation times shall be selected on the basis of length of continuous service but an employee will be permitted to exercise his/her right of seniority only once annually. Vacation shall not be scheduled in less than three (3) day blocks except at employee request or mutual agreement.

6.5 TERMINATION OR DEATH. Upon termination of a regular full-time employee who has completed at least one (1) year of employment, compensation for accumulated vacation up to 240 hours shall be paid to the employee. Upon death of a regular full-time employee, compensation for all accumulated vacation shall be paid to his/her heirs.

ARTICLE 7

SICK LEAVE

7.1 ACCUMULATION.

- (a) Upon the successful completion of six (6) months of employment, a regular full-time employee, except those mentioned in subsection (b), shall be credited with 48 hours accrued sick leave. Thereafter, the employee shall accrue sick leave at the rate of eight (8) hours for each full calendar month of active employment in which the employee is compensated for at least eighty (80) hours. Part-time employees shall accrue sick leave based on their full time equivalency. (Example: 20 hours = 53% FTE; 53% x 8 hours = 4.24 hours. Example is based on full-time general employee working 37.5 hours.
- (b) Regular full-time employees who are regularly scheduled to work less than 37.5 hours per week (90% - 34 hours per week) will receive 8.5 hours sick leave credit for each full month they work less than 37.5 hours per week.
- (c) Sick leave is provided by the COUNTY to cover "sickness" and is not to be used as a supplement for vacation. Sick leave may be taken only for the purposes specified in Section 7.2 hereof.
- (d) No paid sick leave will be allowed during the first six months of employment.

7.2 UTILIZATION OF SICK LEAVE. Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of:

- (a) Illness
- (b) Injury
- (c) Necessary medical or dental care
- (d) Quarantine -- exposure to contagious disease which will endanger the health of the employee if he/she continues to work or the health of those who associate with him.

(e) Serious Illness or death in the employee's immediate family, which shall be defined to include the employee's mother, father, spouse, sister, brother, children and grandparents, step-parents, step-children, or any relative residing in the employee's immediate household. This does not provide extended household or child care. A maximum of five (5) days' absence shall be allowed for each such serious illness or death. In case of serious illness in the immediate family, an employee may be requested to obtain certification that his/her presence is required before sick leave payment is granted in instances longer than three (3) days.

7.3 SICK LEAVE. Certification by an attending physician or practitioner showing sufficient disability to require the employee's absence from his/her duties may be required of an employee as a precondition to receipt of compensable sick leave in excess of three (3) days. If the certification does not show such disability, sick leave shall be canceled and the employee will be subject to discharge.

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.

7.4 HARDSHIP LEAVE. The County will allow employees to make irrevocable donations of accumulated vacation leave to a co-worker who has exhausted accumulated leave while recuperating from an extended illness or injury or attending a family member suffering from illness or injury.

7.5 INTEGRATION WITH WORKER'S COMPENSATION.

(a) When an injury occurs in the course of employment, the COUNTY's obligation to pay under this sick leave article is limited to the difference between any payment received under Worker's Compensation laws and the employee's regular net pay. (Net pay shall be defined as gross wages less federal, state and FICA deductions). In such instances, prorated charges will be made against accrued sick leave.

(b) An employee unable to work because of an injury recognized by Worker's Compensation as having been suffered in the course of employment with the COUNTY shall, upon timely application, be granted a leave of absence for the period of such disability, but not to exceed twelve (12) months. During such leave the employee shall not accrue seniority or fringe benefits.

(c) During the period an employee is on any disability-caused leave of absence, the COUNTY may offer, and if offered the employee shall accept, any bargaining unit job which becomes available in the employee's department and which the employee is physically able and

otherwise presently qualified to perform. If the employee does not accept such job his/her leave and employment shall be considered terminated.

7.6 SICK LEAVE WITHOUT PAY. In instances of disability not covered by Worker's Compensation including pregnancy related illness, upon application by the employee, sick leave without pay may be granted by the COUNTY for the remaining period of disability after accrued sick leave has been exhausted. The COUNTY may require that the employee submit a certificate from a physician periodically during the period of such disability. Unless approved by the COUNTY, an employee shall not accept employment outside the service of the COUNTY while on sick leave, whether paid or unpaid.

7.7 SICK LEAVE SETTLEMENT AT TERMINATION.

- (a) If an employee dies, his/her heirs shall be compensated for all his/her accrued sick leave. Upon retirement or termination after the age of 55, or at the age of 50 with 20 years of County employment, the employee will be compensated for all sick leave up to a maximum of seven hundred twenty (720) hours. If an employee has twenty-five (25) years of service he/she will receive up to one thousand (1000) hours.
- (b) If an employee resigns with two (2) weeks notice after three (3) years of County employment he/she will be compensated for $\frac{1}{4}$ of accumulated sick leave up to a maximum of 480 hours.
- (c) If an employee resigns with less than three (3) years of County employment no payment will be made for accumulated sick leave.
- (d) Employees layed off with less than three (3) years of County employment will be compensated for $\frac{1}{4}$ of accumulated sick leave up to a maximum of 480 hours.

7.8 SICK LEAVE CONVERSION Any employee having 480 hours or more of accumulated sick leave on July 1 of each year may exchange eight (8) hours of sick leave for eight (8) hours of additional holiday leave to be used by June 30 of each year.

ARTICLE 8

OTHER LEAVES OF ABSENCE

8.1 CRITERIA AND PROCEDURE. Leaves of absence without pay, not to exceed ninety (90) calendar days, may be granted upon establishment of reasonable justification therefore in instances where the work of the department will not be seriously handicapped by the temporary absence of the employee. Requests for such leaves must be in writing.

Normally, such leave will not be approved for an employee for the purpose of accepting employment outside the service of the COUNTY.

8.2 JURY DUTY. Employees shall be granted leave for service upon a jury. The compensation paid to such an employee for the period of such absence shall be reduced by the amount of money received by him for such jury service. Upon being excused from jury service before the end of their normal shifts employees shall immediately contact the Department Head or other supervisor for assignment for the remainder of his or her regular workday.

8.3 APPEARANCES. Leave with pay shall be granted for appearances before a court, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority or the COUNTY when such appearances are related to COUNTY business. The compensation paid to such employee shall be reduced by an amount equal to any compensation he/she may receive as a witness fee.

8.4 REQUIRED COURT APPEARANCES. It is recognized that certain employees are required by the nature of their positions to appear before certain boards and courts. When such appearances are made during the employee's regular, assigned shift such employee shall be compensated at his/her regular rate of pay. When such appearance is required during the employee's regular off-duty time, the employee will be compensated for a minimum of four (4) hours straight time.

8.5 ELECTION DAY. Employees shall be granted time to vote on any election day if, due to scheduling of work, they would not otherwise be able to vote.

8.6 PARENTAL LEAVE. Union County shall follow the Oregon Parental Leave Law based on Oregon Revised Statute and the Federal Family Medical Leave Act.

8.7 EDUCATIONAL LEAVE.

(a) After completing one (1) year of continuous service, a full-time employee, upon written request, may be granted a leave of absence without pay by the COUNTY for the purpose of upgrading his or her professional ability through enrollment in educational courses directly related to employment at an accredited school or course of study. The period of such leave of absence shall not exceed one (1) year, but may be renewed or extended upon request of the employee and approval by the COUNTY. One-year leaves of absence, with requested extensions, for educational purposes may not be provided more than once in a three-year period.

(b) 1. Non Job-Related Courses. Department Heads and Elected Officials shall determine if rescheduling can be done for an employee

to attend college courses which are non job-related, but must make sure that no substantial disruption of service to the public results. Also, an employee must make up all time that is used to attend classes during working hours. The county will not pay tuition for classes covered under this section.

2. Job-Related Courses Not Required by Union County. Department Heads and Elected Officials will try to rearrange working schedules in order that employees may enroll in job-related courses which the employee desires to take. The time away from the regular working schedule shall be made up by the employee.

3. Job-Related Courses Required By the County or Supervisor. Union County will pay both tuition and salary for employees to attend courses that are required by the supervisor, Department Head, or Elected Official. No time will need to be made up for such courses.

All Department Heads and Elected Officials shall make a written recommendation to the County Court when employees within their departments are requesting an educational leave.

8.8 CONFERENCES.

(a) Employees attending conferences, seminars, briefing sessions, training programs, and other programs of a similar nature which are intended to improve or upgrade the employee's skill and professional ability shall be considered to be on duty and shall receive their regular salary when attendance at such programs is directed by the COUNTY. Employees attending such sessions shall not be eligible for overtime compensation. Attendance at such conferences shall be subject to budget limitations and all nonbudgeted expenses shall require approval by the County Board of Commissioners. No employee shall be authorized to attend a school, training or educational program in excess of four (4) weeks unless such employee first agrees in writing to either continue in the active employment of the COUNTY for one (1) full year following completion of the program or, if his/her employment is voluntarily terminated within that year or while in attendance at the program, to reimburse the COUNTY for the salary paid to him while attending such program.

(b) Time outside an employee's normally scheduled work hours which must be spent in traveling to and/or from a program at which the employee's attendance is required by the COUNTY shall be offset with an equal amount of compensatory time off, to a maximum of eight (8) hours per day.

(c) Employees scheduled to work night shift prior to and following scheduled training shall be given either the night before or the night

after training off provided that the training exceeds four hours in length

8.9. VEHICLE USAGE AND TRAVEL EXPENSES

In the event an employee is required to travel out of Union County on official authorized business, the employee will be guided by the County's travel policy and reimbursed for expenses in accordance with said travel policy.

8.10. MILITARY LEAVE.

Military leave shall be granted in accordance with ORS 408.290 and federal statutes.

8.11. COMPASSIONATE LEAVE.

Employees shall be granted two (2) days of paid leave in the event of a death in their immediate family to make household adjustments or to attend funeral services. In relationships other than the immediate family, such leave may be granted by the county or a designee under exceptional circumstances.

For the purpose of this section only, the immediate family shall be defined as the employee's spouse, parent, aunt, uncle, children, brother, sister, grandparent, step-children, step-parents, father-in-law, mother-in-law, sister-in-law, brother-in-law, and grandchildren.

ARTICLE 9

COMPENSATION

9.1. SALARY AND WAGE SCHEDULE.

(a) Whenever the County creates a new classification or significantly changes the duties and responsibilities of an existing classification, the County shall notify the Union for the purpose of determining status with the Union and an appropriate salary rate in accordance with ORS 243.650. The Union must request negotiations within ten (10) working days of notification by the County or waive the right to negotiate.

The County will attach a wage rate to the classification and implement the same with the understanding that the rate is subject to negotiation by the Union. Any negotiated wage increase shall be retroactive to the date the new class is created or the date the duties of the current classification significantly change.

For the fiscal year July 1, 2009 - June 30, 2010 the wage schedule in effect for the fiscal year July 1, 2008 thru June 30, 2009 shall remain

in effect. Union County agrees to provide each employee with a \$100 bonus to be included in the November 2009 paycheck.

For the fiscal year July 1, 2010 thru June 30, 2011 the wage schedule in effect on June 30, 2010 shall be increased by three percent (3%).

For the fiscal year July 1, 2011 thru June 30, 2012 the wage schedule in effect on June 30, 2011 shall be increased by the amount of the ALL US Cities CPI-W, February 2011, with a minimum of one (1) percent and a maximum of four (4) percent.

For each fiscal year thereafter the wage schedule in effect on June 30 of that year shall be increased by the amount of ALL US Cities CPI-W February rate, with a minimum of two (2) percent and a maximum of four (4) percent.

9.2 SHERIFF'S DEPARTMENT/CORRECTIONS

(a) EQUIPMENT AND CLOTHING

All equipment and clothing being provided by the COUNTY at the time this Agreement was entered shall continue to be provided during the term of the Agreement. Those items are pants, shirts with patches, belt, badge, name tag, coat, key holder, notebook holder, stripes and bars, and belt.

Employees shall be compensated \$250 per year for boots and uniform cleaning and maintenance. The amount to be paid in two annual installments on January 1 and July 1 of each year. The first payment made to new employees will be prorated for their period of service during the six months prior to the cleaning installment payment being due.

9.3 EMPLOYEE PARKING

Effective January 1, 2010, the County agrees to provide members with one County parking permit each year at no charge. Permits will be valid for one year and employees will be required to comply with established parking regulations.

9.4 BILINGUAL DIFFERENTIAL

If the U.S. Census Bureau statistics indicate that the percentage of homes in Union County where a language other than English is spoken reaches 10%, employees fluent in Spanish or other non-English language deemed beneficial to the County will receive a differential equal to two percent (2%) of their base pay. Fluency will be determined by a competent expert. The bilingual differential shall be limited to one employee per office determined by the date of fluency.

ARTICLE 10

HEALTH AND WELFARE, LIFE INSURANCE, AND RETIREMENT

10.1 HEALTH AND WELFARE AND LIFE INSURANCE. Subject to Article 16, Section 2, the COUNTY agrees to provide medical/hospital insurance, life insurance, dental insurance and disability insurance in accordance with the schedule attached to this Agreement and marked Attachment 2, which is hereby incorporated into and made a part of this Agreement. This coverage shall extend to all regular full-time and probationary employees who are covered by this Agreement. Premium payments by the COUNTY shall be as indicated in Attachment 2.

10.2 RETIREMENT.

(a) The COUNTY agrees to maintain its existing retirement plan, subject to the terms and conditions thereof, as it applies to regular full-time non-probationary employees in the bargaining unit. The COUNTY will contribute to employees retirement each month a maximum of 16.25% (county = 10.25%, employee = 6%).

(b) Regular full-time non-probationary employees hired after July 1, 1999, will be fully vested after 5 whole years of service.

ARTICLE 11

DISCIPLINE AND DISCHARGE

11.1 DISCIPLINE AND DISCHARGE

No regular 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.

If the COUNTY has reason to reprimand an employee, every reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.

11.2 PROBATIONARY EMPLOYEES

This article shall not apply to any employee on probation as defined in article 13.

11.3 DUE PROCESS

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

- A. The employee shall be notified of the charges or allegations that may subject them to discipline;

- B. The employee shall be notified of the disciplinary sanctions being considered;
- C. The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing;
- D. At their request, the employee will be entitled to be accompanied by a fellow employee or a representative of the Union at the informal hearing.

11.4 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 reasonable investigation.
- D. It must be determined, by a preponderance of evidence, that the employee is guilty of the alleged misconduct of act.
- E. The discipline must be appropriate based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operations.
- F. The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

The above guidelines shall not preclude the UNION from raising issues appropriate to defend employees in an arbitration setting.

ARTICLE 12 SETTLEMENT OF DISPUTES

12.1 GRIEVANCE PROCEDURES.

Any grievance which may arise between the parties over the application, meaning or interpretation of this agreement shall first be brought to

the attention of the employee's immediate supervisor outside of the bargaining unit. The employee and the supervisor, within 10 days of the employee's knowledge of the problem, shall informally discuss the dispute and attempt to resolve it. If no resolution can be achieved, the employee or the Union shall, within 10 working days of the supervisor's response, proceed as follows:

Step 1

If an employee is unable to resolve a dispute with an informal discussion with his/her supervisor and seeks further resolution, the employee/Union may file an official grievance with the County.

Such grievance shall be filed, in writing, with the management team responsible for the employee's supervision (i.e. the grievance would be addressed to the supervisor, department head/elected official, County Board of Commissioners). The employee/Union shall file the grievance with the department head/elected official who shall distribute copies to the rest of the management team.

The written grievance shall contain:

- (a) A description and date of the circumstances that led up to or is the cause for the grievance;
- (b) A citation of the contract provisions that have allegedly been violated and a description of why the employee believes this to be true;
- (c) The date and explanation of the informal attempt to resolve the problem with the employee's immediate supervisor and the date of the supervisor's expressed inability to resolve the dispute; and
- (d) A description of the remedy sought for resolution of the problem.

Step 2

The management team will consider the written grievance and shall meet with the employee and a representative of the Union Within 20 working days of its submission in writing. Within 10 working days of its meeting with the employee, the management team shall render a written decision and provide same to the employee and the Union representative.

Step 3

If the above process fails to resolve the grievance and the Union decides to carry it further, the Union shall, within 10 days of

the management team's written decision, notify the management team they are proceeding to arbitration and shall simultaneously request a list of seven (7) arbitrators from the Oregon Employment Relations Board.

Within 10 working day of the receipt of the list of arbitrators, the parties will select an arbitrator from the list by alternately striking the names. The Union shall strike the first name. This process shall not preclude the parties from mutually agreeing to an arbitrator. The final name left on the list shall be the arbitrator. The arbitrator's decision shall be final and binding, but he/she shall have no power to alter, modify, add to, or subtract from the terms of this Agreement. His/Her decision shall be within the scope and terms of the Agreement and in writing. The arbitrator shall be asked to submit his/her award within thirty (30) calendar days from the date of the hearing. His/Her decision may also provide retroactivity to the original date of the Agreement.

12.2 Costs

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

12.3 Time Limits

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

- A. If the grievant or the UNION fails to respond in a timely fashion, the grievance shall be deemed waived.
- B. If the COUNTY, at any step, fails to respond in a timely fashion, the grievance shall proceed to the next step.
- C. Extensions may be granted if the COUNTY and UNION agree.

ARTICLE 13

SENIORITY AND PROBATIONARY PERIOD

13.1 DEFINITION. Except as provided in Section 13.4 below, seniority shall be defined as an employee's total length of unbroken employment with the COUNTY. Upon request the COUNTY shall provide the UNION with a copy of the current seniority list.

13.2 PROBATIONARY EMPLOYEES. Employees shall be regarded as probationary employees for the first six (6) months of their

employment. They shall not receive credit towards completion of their probationary period for days on which they are absent or laid off. Probationary employees may be terminated with or without cause. Probationary employees who complete their probationary period shall acquire seniority as of their date of hire and their names will be added to the seniority list. In the event of layoff, probationary employees shall be laid off before any permanent employees are laid off.

13.3 LOSS OF SENIORITY. Seniority shall be lost for the following reasons:

- (a) If the employee quits
- (b) If the employee is discharged
- (c) If the employee retires
- (d) If the employee is laid off because of reduction in force or lack of work for a period in excess of eighteen (18) months.
- (e) Unless a reason satisfactory to the Department Head is given, failure to respond within five (5) working days after receipt of a notice of recall from a layoff. Such notice shall be sent by certified mail, return receipt requested marked "deliver to addressee only," to the employee's last known address on file with the COUNTY.
- (f) Securing other employment during a leave of absence, unless agreed to in advance by the Department Head and the County Court.
- (g) Failure to notify the County of address and/or telephone number at least once every thirty (30) calendar days during periods of layoff, signifying his/her availability for recall and updated address and telephone number.

13.4 LAYOFF AND RECALL.

- (a) For purposes of layoff and recall only, an employee's seniority shall be considered as his/her total length of unbroken employment within a particular department within the respective bargaining unit.
- (b) In the event of a layoff of employees in a department within the respective bargaining unit, selection of employees retained shall be in accordance with relative seniority among the employees in the affected job classification(s) in that department (the person in the affected classification within the department who last commenced working in the classification will be the first laid off so long as the senior employee possesses knowledge, skill, and ability to perform the work of the employee laid off). Except in unusual circumstances, employees shall normally be given at least two (2) weeks' notice of layoff.

(c) 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 within the same department within the respective bargaining unit, provided the displacing employee has more seniority within the department and possesses knowledge, skill, and ability to perform the work of the employee he/she wishes to displace. In the event two or more employees have equal seniority in a department, the employee with the most seniority with the COUNTY shall be deemed to have more seniority.

(d) In the event an employee who is adversely affected by the COUNTY's above determinations as to relative qualifications, aptitude, and abilities considers those determinations to have been arbitrary or in bad faith, he/she may submit that question as a grievance for handling in accordance with the grievance procedure set forth in Article 12.

(e) Employees shall be recalled from layoff in the reverse order of the layoff, provided they possess the knowledge, skill, and ability to perform the available work. When classifications where layoffs have occurred are eventually refilled, employees who have bumped to lower classifications shall be returned to their previous positions according to seniority.

(f) An employee who bumps into a lower paid classification as a result of a layoff shall be paid at the step in the new classification which provides the same rate of pay he/she was previously receiving. If there is no step in the new classification which provides the identical rate, he/she shall be paid at the rate of the step in the new classification which is closest to but not in excess of the rate he/she was receiving in his/her previous classification.

13.5 PROMOTIONAL TRIAL PERIOD. Any permanent employee who is promoted to a higher classified position within the department in which he/she works shall have up to six (6) 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, either the COUNTY or the employee may choose to have the employee return to his/her last previously held position without loss of seniority. A demotion back to the previous position is not subject to the grievance procedure.

13.6 SENIORITY OF PERSONS TRANSFERRED OUT OF AND BACK TO THE BARGAINING UNIT. Employees who are promoted by the COUNTY to positions excluded from the bargaining unit and who satisfactorily complete their trial period in such positions and who are later transferred back to the bargaining unit by the COUNTY shall have their seniority date computed on the basis of the periods of time previously served in positions included in the bargaining unit; to a maximum of three (3) years.

ARTICLE 14

GENERAL PROVISIONS

14.1 NONDISCRIMINATION. The provisions of this Agreement shall be applied equally to all employees of the UNION without discrimination as to age, sex, marital status, national origin, religion, race, political affiliation or handicap. The UNION and the COUNTY shall share equally in the responsibility for applying the provisions of this Article in accordance with the affirmative action goals required under lawful regulations.

14.2 SUBCONTRACTING WORK. The COUNTY agrees that in the event it decides to contract out work which is currently being performed by employees in the bargaining unit, it shall provide the UNION with at least forty (40) days' notice prior to implementing the decision. Upon request from the UNION, the COUNTY shall meet with it to discuss the impact of the decision on the bargaining unit employees.

14.3 RULES. The parties jointly recognize that the elected officials of the COUNTY are directly responsible to the citizens of the COUNTY and the public generally for performance of the functions and services performed by the COUNTY. These responsibilities cannot be delegated. For this reason, it is jointly recognized that the COUNTY 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, provided that the requirements of Oregon Law will always be paramount. All work rules which have been or shall be reduced to writing will be furnished to the UNION and to affected employees at or prior to the effective date of the rule.

14.4 NEGOTIATION MEETINGS. The COUNTY and the UNION shall notify each other of the names of the persons authorized to negotiate for the parties. Negotiations shall, to the extent possible, be conducted during normal working hours. UNION negotiators shall be allowed time off with pay for the purpose of attending negotiating meetings with the COUNTY so long as such meetings do not unduly interfere with performance of the employee's job. The COUNTY's obligation to pay UNION negotiators under this section shall be limited to three (3) employees.

14.5 ANNIVERSARY DATE. For all payroll purposes, the anniversary date of employees hired between the first and the fifteenth day of any month shall be considered as the first of that month. The anniversary date

of employees hired after the fifteenth shall be considered as the first of the subsequent month.

14.6 SAFETY COMMITTEE. See Union County Policy No. 30.

14.7 COUNTY LARGESS. Nothing in this Agreement, however, shall be construed to prohibit or limit the right of the COUNTY to grant time off with pay, inter alia, for personal reasons, for natural disasters, for rescue work, for property damage, or to pay an employee at a higher rate than the rates specified herein or to grant bonuses to employees.

14.8 INCLEMENT WEATHER. No employee shall suffer a loss of pay should the COUNTY elect to suspend operations due to any act of God or inclement weather. In the event that an employee is unable to reach work due to an act of God or inclement weather, that employee shall have the option of using accumulated comp time, vacation time, or unpaid leave for the missed time.

14.9 INDEMNIFICATION INSURANCE. The COUNTY agrees to provide liability insurance, providing protection for possible claims arising out of acts committed by the employees in the discharge of their duties and in the course of their employment, provided the claims do not result in a judgement resulting from willful and wrongful act or gross negligence of such employees. Such insurance shall cover all costs including defense costs connected with covered claims brought against the COUNTY up to the limits of liability provided in the liability insurance policies carried by the COUNTY.

14.10 PERSONNEL FILES. Employees or their representative, with written consent of the employee, may inspect items in their personnel file since their date of employment. If employees request copies of material from their file, such shall be provided at a reasonable cost to the employee or the Union.

Employees shall be furnished a copy of any statement written for inclusion in their file concerning employee conduct or work performance and shall be entitled to include a written response to such material.

No material reflecting critically on an employee shall be placed in an employee's file which does not bear the signature of the employee indicating they have seen a copy of the material. Such signature does not necessarily indicate agreement with the content of the document. Material reflecting critically on an employee placed in their file, will be removed after two (2) years upon request of the employee, providing no additional disciplinary action has been included in the file.

14.11 DRUG-FREE WORK PLACE

1. Policy Statement

It shall be the policy of Union County to provide a drug-free workplace and establish a drug-free awareness program.

2. Definitions

(a) Controlled Substance: As defined in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812), by regulations 21 C.F.R. 1300.11 through 1300.15 and O.R.S. 475.005 through 475.997.

(b) Conviction: A finding of guilty (including a plea of no contest) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

(c) Criminal Drug Statute: A Federal or State criminal statute involving the manufacture, distribution, dispensation, possession, or use of any controlled substance.

(d) Drug-Free Workplace: A site for the performance of work at which employees are prohibited from engaging in the manufacture, distribution, dispensation, possession, use of a controlled substance or alcoholic beverage and from being under the influence of a controlled substance or alcoholic beverage.

(e) Under the Influence: Any physical or mental impairment that is a result of the use of a controlled substance or alcoholic beverage.

(f) Reasonable Suspicion: The County shall have a reasonable suspicion of use of a controlled substance or alcoholic beverage if the employee is observed acting abnormally, show impairment in mental or physical abilities, has an odor indicative of use, is observed using or is involved in a work-related accident in conjunction with the above factors.

3. Purpose

The purpose of this policy is to promote employee safety, health and efficiency in the workplace by prohibiting employees from using, manufacturing, distributing, dispensing or possessing any controlled substance or alcoholic beverage in the workplace and by prohibiting an employee from being under the influence of such intoxicants while at the workplace.

4. Applicability

This policy shall apply to all employees of Union County and other employees who are paid directly or indirectly from funds received under a federal grant or contract.

5. Prohibitions

Employees of Union County shall not use, store, manufacture, distribute, dispense, or possess any controlled substance or alcoholic beverage, without proper authority, in the workplace and shall not be under the influence of a controlled substance or alcoholic beverage while at the workplace.

6. Compliance

All employees shall be provided a copy of and, as a condition of employment, abide by the provisions of this policy.

7. Sanctions and Remedies

The County shall have cause for discipline up to and including discharge once it determines that an employee has engaged in acts contrary to the provisions of this policy.

The County may, in addition to discipline or as a remedial action short of termination, require satisfactory participation by the employee in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State, local health, law enforcement or other appropriate agency. Prior to recommending a remedial treatment program, the County will refer the employee to the Center for Human Development or facility of employee's choice to determine whether such a program will be appropriate to the circumstances of the employee. If a treatment program is required, the employee will be compelled to comply with the terms of the "Condition of Employment Form" attached as Appendix D. Whenever a treatment program is initiated, the County will determine if a leave of absence is necessary and will grant such a leave in accordance with its collective bargaining agreements or other pertinent policies and procedures.

If no action has been taken as described above prior to an employee's conviction for a violation occurring in the workplace, the County shall take the appropriate action described above within 30 days of the employees conviction.

In addition to or separate from the above, the County may, upon employee request, grant leave with or without pay to permit an employee to participate in a drug and/or alcohol abuse assistance or rehabilitation program.

8. Required Testing

The County can require the employee to undergo drug and/or alcohol tests based on a reasonable suspicion and notification of the personnel department that the employee is under the influence of a controlled substance or alcoholic beverage while in the workplace or as specified in the "Condition of Employment Form" (Appendix D). An employee's

refusal to submit to a test for use of drugs or alcohol, based on a reasonable suspicion established by the employer or as a condition of the above-referenced form, shall be cause for termination.

9. Notification of Conviction

In the event an employee is convicted of a violation of any criminal drug statute while in the workplace or during work hours, he/she shall notify the County Administrative Officer within five days of such conviction. An employee's failure to provide such notification shall be cause for termination.

Within ten days after receiving notice of an employee's conviction as described above, the County shall notify the appropriate Federal granting or contracting agency of the conviction.

10. Disciplinary Action

Any disciplinary action taken as a result of any violation of this policy, shall be administered in accordance with the appropriate collective bargaining agreement or other County policies.

The terms of this policy shall not preclude the County from taking action on other drug or alcohol related activity it determines to have a detrimental effect on County operations.

11. Notice of Drug Use

Whenever an employee takes any prescribed or over-the-counter medication which is likely to affect their ability to perform their job and will be under the medication during work hours, the employee shall notify their supervisor and provide him/her with any information regarding the effect of the medication. It will be the supervisor's responsibility to determine whether or not the employee can perform their normal duties, should be re-assigned or given leave.

12. Training

The County will provide training to its supervisors to enable them to properly recognize drug and alcohol use and how to appropriately handle an employee who is under the influence of drugs or alcohol.

13. Voluntary Treatment

The County encourages those employees who have drug and/or alcohol problems to seek voluntary and confidential assistance. To this end, the County will assist the employee in their selection of a treatment program and provide leave time as deemed necessary for the successful completion of the selected program.

14. Confidentiality

Whenever an employee is required or voluntarily comes forward to undergo a drug and/or alcohol treatment program, such information shall remain confidential. Access to this information shall be restricted to department heads, elected officials who are department heads, the Board of Commissioners, and the County administrative officer.

ARTICLE 15

WORKER'S COMPENSATION

(See Also Article 7.5)

15.1 **COVERAGE.** All COUNTY employees will be insured under the provisions of the Oregon State Worker's Compensation Act for injuries received while at work for the COUNTY.

15.2 **SUPPLEMENTAL PAYMENT.** The day an employee suffers an on-the-job injury shall be considered a workday and the employee shall be paid his/her normal salary for that day. This Article shall in no way limit the rights of any employee against any person, government, or government agency.

15.3 **SICK LEAVE WITHOUT PAY.** Any employee who is off work due to an industrial accident and who has exhausted all available sick leave shall be placed on sick leave without pay status until such time as a determination is made on his/her Worker's Compensation claim.

15.4 At the option of the employee, accumulated sick leave, holiday time, vacation time, or comp time may be used prior to being placed on unpaid sick leave (exception parental leave).

ARTICLE 16

SAVINGS CLAUSE AND FUNDING

16.1 **SAVINGS CLAUSE.** Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by state or federal statute and/or any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section or portion thereof.

16.2 **FUNDING.** The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures and in certain circumstances by vote of the citizens of the COUNTY. The COUNTY has no intention of reducing the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment

in the bargaining unit covered by this Agreement. The COUNTY makes no guarantee as to passage of budget requests pursuant to established budget procedures. In the event the budget request does not pass, the COUNTY agrees to discuss budget alternatives with the UNION in order to minimize the impact of any budgetary cuts upon the employees. This section and COUNTY action thereunder shall not be subject to Article 12.

ARTICLE 17
TRANSFERS AND PROMOTIONS

17.1 TRANSFERS. Employees voluntarily transferring from one COUNTY department to another shall be paid for all accrued vacation and holiday hours before transferring, except that up to ten (10) days' vacation accrued may be transferred. Sick leave credits will be transferred. Employees transferred by the COUNTY shall have all accrued time transferred.

17.2 PROMOTIONS & VACANCIES. Employees shall be notified of all vacancies within COUNTY employment. Any employee that applies for a position within their department shall be granted an interview as long as the employee meets the minimum qualifications. The COUNTY shall consider experience and qualifications in filling vacancies and making promotions.

ARTICLE 18
MAINTENANCE OF STANDARDS

All conditions of employment in effect when this agreement is signed, that are mandatory subjects of bargaining, shall continue unless specifically bargained as provided by ORS 243.640 through 243.782. Policies, rules and regulations concerning mandatory subjects of bargaining shall not be altered or modified except as provided above.

ARTICLE 19

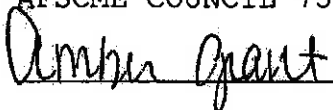
TERMINATION AND REOPENING

This Agreement shall be effective as of the first day of July, 2009, and shall remain in full force and effect until the 30th day of June 2013. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than the first working day of November prior to the expiration or subsequent anniversary date that it wishes to modify this Agreement for any reason.

UNION COUNTY COURTHOUSE

EMPLOYEES ASSOCIATION 834

AFSCME COUNCIL 75



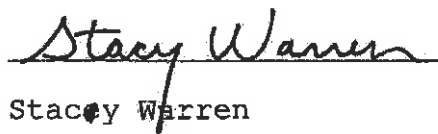
Amber Grant, Council Rep

Oregon AFSCME



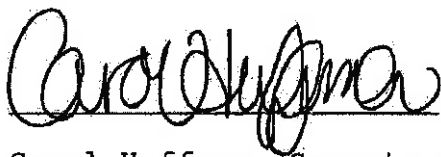
Cody Vavra

Local 834 President

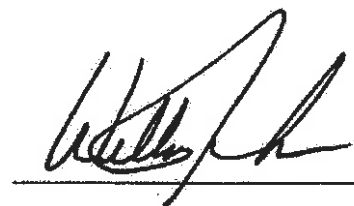


Stacey Warren

Vice President

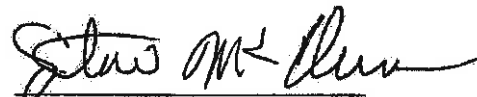


Carol Huffman, Secretary Treasurer



William D. Rosholt

Commission Chair



Steve McClure

Commissioner



Mark D. Davidson

Commissioner

ATTACHMENT 1

(Reference Article 9)

1. Eligibility for advancement to the next step on the salary schedule will occur on an employee's anniversary date. An anniversary date is the latest occurrence of (1) date of hire or (2) date of promotion. In the event a supervisor does not want to allow an increase because of the employee's marginal or otherwise unsatisfactory performance, he/she shall deliver written notice of that fact to the employee. This notice shall consist of the reason(s) why the increase is being denied and the action necessary to earn the increase. If the denial is claimed to have been made arbitrarily or unreasonably, that issue may be submitted to the procedures of Article 12 of this Agreement.

ATTACHMENT 2

(Reference 10.1)

Health Insurance Summary

For the fiscal year July 1, 2009 - June 30, 2010, the County shall pay one hundred percent (100%) of the premium to provide employee-only coverage and will pick up the entire increase in premiums between the August 1, 2008 and August 1, 2009 rates for two-party or family coverage. The employee payroll deductions for coverage will remain the same as those in effect as of August 1, 2008 until June 30, 2010

For the fiscal year July 1, 2010 - June 30, 2011, the County shall pay one hundred percent (100%) of the premium to provide employee-only coverage and eighty-seven and one-half percent (87.5%) of the premium to provide two-party or family coverage. Any contributions over these amounts will be paid by the employee through payroll deduction.

For the fiscal year July 1, 2011 - June 30, 2012, the County shall pay one hundred percent (100%) of the premium to provide employee-only coverage and eighty-seven and one-half percent (87.5%) of the premium to provide two-party or family coverage. Any contributions over these amounts will be paid by the employee through payroll deduction.

For each fiscal year thereafter the County shall pay one hundred percent (100%) of the premium to provide employee-only coverage or eighty-seven and one half percent (87.5%) of the premium to provide other tiers of coverage. Any contributions over these amounts will be paid by the employee through payroll deduction.

Air Ambulance Insurance

Union County agrees to purchase an annual air ambulance household membership for each employee.

Disability Insurance

Due to recent interpretation of the tax code the County agrees to raise the base pay of each employee by an amount equal to half of the disability insurance premium provided that all employees be required to carry disability insurance and pay the full premium amount. (current plan - 90 day exclusion)

ATTACHMENT 3

UNION COUNTY CLASSIFICATION & RANGES

CLASSIFICATIONS	RANGE
Institutional Cook	7
Assessment/Taxation Clerk	8
Department Specialist	8
Facilities Service Coordinator	9
Department Secretary	10
Department Assistant	11
Facilities Maintenance Worker I	11
Legal Secretary	11
Senior Department Specialist	11
Trial Assistant	11
Victim Advocate	11
Animal Control Officer	13
Animal Control Officer/Civil Deputy	13
Data Processing Clerk	13
Department Specialist/Civil Clerk	13
Assistant Planner	14
Civil Deputy	14
Facilities Maintenance Worker II	14
Senior Department Specialist II	14
Sr. Legal Secretary/Trial Assistant	15
Payroll Clerk	15
Sr. Accounting/Data Processing Clerk	15
Veterans Service Officer	15
Administrative Assistant	16
Appraiser II	16
Crime Victim Coordinator	16
Justice Court Clerk	16
Support Enforcement Coordinator	16
Appraiser III	18
Associate Planner	18
Crime Victim Coordinator/DA Office Manager	18
Sales Data Analyst	19
Associate Planner II	20