

AGREEMENT BETWEEN
GILLIAM COUNTY
and
GILLIAM COUNTY LOCAL UNION
#3326

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

JULY 1, 2021 - JUNE 30, 2024



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Preamble

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

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

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

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

ARTICLE 1 – SCOPE OF AGREEMENT/RECOGNITION

Section 1.1 - Scope of Bargaining Unit: The bargaining unit covered by this Agreement shall consist of all public employees of Gilliam County, as defined in ORS 243.650 working 20 hours or more per week and excluding deputy sheriffs, supervisory and confidential employees. Prior written or unwritten commitment or agreement between the County and the Union or any individual employee covered by this Agreement is hereby superseded by the terms of this Agreement. Should any of the provisions of this Agreement be found by a court of competent jurisdiction to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

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

ARTICLE 2 – GENERAL PROVISIONS

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

Except where specified otherwise, all references to employees in this Agreement are intended to designate all genders.

Section 2.2 - Non-Discrimination: Gilliam County and the Union agree not to discriminate against any employee because of race, color, sex, age, national origin, marital status, religion, political affiliation, physical or mental disability, Union membership or non-membership or any other classification protected by Oregon or Federal law.

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

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

- a. Regular full-time employee occupies a position with an established FTE of 1.0.
- b. Regular part-time employee occupies a position with an established FTE of less than 1.0 to .5.
- c. Limited part-time employee occupies a position with an established FTE of less than 20 hours per week. Limited part time employees are not members of this bargaining unit.
- d. Part-Time Intermittent/temporary employee is on an irregular fluctuating basis or used for the purpose of meeting short-term, emergency workload needs. Part Time/Intermittent/Temporary employees are not members of the bargaining unit. For purpose of this contract, part time intermittent/temporary is defined as no greater than 1,040 hours maximum or six months within a fiscal year, whichever comes first.

Section 2.4 - New Positions: If the employer establishes a new position which is not clearly excluded from the bargaining unit under ORS 243.650 or reclassifies an existing bargaining unit position, the employer shall notify the Local 3326 Union President and AFSCME Council 75 Representative in writing within thirty (30) days following the action, as to whether or not it believes the classification to be within the bargaining unit. The Union must notify the employer in writing within fourteen (14) days from receipt of the notification if it disagrees about the inclusion or exclusion of the classification in the bargaining unit or the matter becomes closed. If notice of the disagreement is received within the fourteen (14) day period, the parties shall meet within thirty (30) days of above notification, or later if mutually agreed to, to discuss the matter. If an agreement is not reached, the Union may submit the matter to the Employment Relations Board as provided for by PECBA.

Section 2.5 - Existing Conditions: The County shall have the right to unilaterally modify any employment condition(s) not covered by the terms of this Agreement, however, the Union reserves the right to bargain the impact of such change(s) on bargaining unit members. Whenever any changes are proposed, they shall be posted prominently in the County Courthouse, in the Road Department shops located in Condon and Arlington, in the County Library in Condon and in the Arlington Justice Court for a period of fourteen (14) consecutive calendar days and emailed to the Local 3326 Union President and AFSCME Council 75 Representative, by the conclusion of which the rules will be deemed accepted and approved by the Union unless the Union has given notice of intent to negotiate the impact. If notice to negotiate is given, a reasonable time therefore will be allowed prior to the rules becoming effective.

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

ARTICLE 3 – MANAGEMENT RIGHTS

Except as otherwise expressly limited by the terms of this Agreement, the County retains all of the customary, usual, and exclusive rights, decision making prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the County or any part thereof including but not limited to:

- a. To determine the specific programs and services to be offered by the County, and the methods, means, and facilities by which they shall be effectuated.
- b. To determine the nature and minimum qualifications of job classifications, to introduce and assign duties of work and of equipment, to direct and evaluate the employees in the performance of their work assignments, and to determine schedules of work and time off.
- c. To hire, promote, train, retain, layoff, discharge and to discipline employees for just cause, and to discipline and/or discharge probationary employees at will.
- d. To implement new, and to revise or discard, whether in whole or in part, procedures, materials, equipment, facilities and standards.
- e. To eliminate, reorganize, or combine the work of the County.
- f. To create new or modify current policies, procedures, rules or regulations to carry out the mission of the County.

- g. To contract or subcontract out work as deemed advantageous by the County, provided that the impacts of such action on mandatory subjects of bargaining must be negotiated upon timely request.

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

ARTICLE 4 – UNION RIGHTS

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

Section 4.2 - Checkoff: Commencing with the first full calendar month following execution of this Agreement, the County agrees to deduct from the paycheck of each employee who has authorized the County in writing to do so the Union's regular monthly dues. The amounts deducted shall be transmitted monthly to the Union. An electronic file listing new authorizations or changes in authorization for employee Union deductions will be submitted by the Union to the employer electronically by close of business on the fifteenth (15th) day of each month. The employer agrees that payroll deduction authorizations submitted within the timelines above shall be deducted from the next issued paycheck for the previous applicable pay period.

Section 4.3 – Deductions: The Union shall notify the Employer of the current rate of dues and other authorized deductions in a timely manner, which will enable the Employer to make the necessary payroll deductions as specified.

Employees whose employment begins by or ends after working less than ten (10) working days in any calendar month will not be subject to dues deduction.

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

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

Section 4.6 - Union Representatives: The Union shall notify the County in writing of its staff representative of the Local, Council 75, or International, American Federation of State, County and Municipal Employees, AFL-CIO. Representatives of the Union, upon reasonable and proper introduction, shall have reasonable access to County premises to conduct Union business. The Union agrees that there shall be no interruptions of the normal work of the affected employees, and to be responsible for the actions and conduct of its accredited representatives.

Section 4.7 - Union Stewards: The Union shall notify the County of the selection of the Officers, Stewards and their alternates. The Union may select Stewards from employees covered by this Agreement. The Stewards shall have the right to represent employees within the bargaining unit with respect to grievances. The Stewards shall be granted time to meet with County representatives on matters relating to the processing of grievances without loss of pay during normal working hours. In addition, Stewards will be allowed reasonable paid time to investigate and process grievances, participate in investigatory meetings, arbitrations and/or Unfair Labor Practice hearings.

Section 4.8 - Information Provided to the Union: During the months of January and July of each calendar year, and if the employer has the information in the employer's records, the employer shall provide the Union, in an editable electronic format (such as Excel) the following information:

- a. Employees name, date of hire, phone numbers (work, home and mobile), email addresses (personal and work), home or personal mailing address, job title, salary and work site location. Note: for new employees this information will be provided within ten (10) calendar days of hire.

Section 4.9 – New Employee Orientation: Within thirty (30) days of employment, a Union Steward or designee and the new employee will be granted up to thirty (30) minutes of paid time for a new employee orientation. The County will inform the employee of the orientation and that they will not lose pay to attend but the attendance is voluntary.

Section 4.10 – Participation in Contract Negotiations: Four (4) Gilliam County Employees, who are members of AFSCME Local 3326, will be allowed to attend contract negotiation sessions as members of the bargaining team. These employees will be allowed to attend negotiations sessions with the County on paid time. Bargaining alternates may sit at the bargaining table with pay in the case of an absence of a bargaining team member. Negotiations shall, to the extent possible, be conducted during normal working hours.

ARTICLE 5 – HOURS OF WORK

Section 5.1 - Regular Hours:

- a. Working hours for each employee shall be regular and consecutive except for interruptions for rest and meal periods. All employees shall be scheduled to work on a regular shift and each shift shall have a regular starting and quitting time. The County shall give affected employees at least seven (7) calendar days' notice of a change in shift schedules and/or their starting and/or quitting times, except in the case of an emergency. Sick leave, personal leave, comp time, holidays and earned vacation leave shall not count as time worked for purposes of overtime.
- b. However, paid leave time taken by an employee during their regularly scheduled work week, and when required to work during their regularly scheduled shift to address weather related events, and as approved by the supervisor, will count as hours of work for purposes of overtime during that work week.

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

An employee's normal work week shall be forty (40) hours per week, not to be worked in excess of five (5) consecutive days (Monday through Friday) followed by two (2) consecutive days off, or four (4) consecutive days with three (3) consecutive days off. The County Court shall have the authority to initiate either five (5) or four (4) day workweeks, consistent with priorities and efficiencies established by the County. For employees hired on or before July 1, 2021, the normal work week may be thirty-seven and one-half (37 ½) hours per week, not to be worked in excess of five (5) consecutive days (Monday through Friday) followed by two (2) consecutive days off, or four (4) consecutive days with three (3) consecutive days off. Those employees will be given the option, if agreed to by the County, to elect to move to the 40-hour schedule. Salaried employees who move to the 40-hour workweek will have their salaries adjusted accordingly. The County Court or other Elected Official shall have the authority to initiate either five (5) or four (4) day workweeks, consistent with priorities and efficiencies established by the County.

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

The normal workweek shall begin at 12:00 a.m. Monday and end on the following Sunday at 11:59 p.m.

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

Section 5.4 - Compensatory Time: If budgeted funds are not available, and except for overtime pay for holidays worked as set forth in Article 6.6, the Union and the County agree that overtime shall be taken as compensatory (comp time) time off. The County will follow the FLSA with respect to accrued Comp time. However, accrued comp time hours shall not exceed eighty (80) hours. Comp time accruals in excess of eighty (80) hours shall be paid in the period earned.

When an employee submits the request to use their comp time, management will get the approval or denial back to the employee within seven (7) calendar days.

- a. Bargaining Unit Employees: An employee shall be paid or granted compensatory time off (at the County's discretion) at the rate of one and one-half (1½) times his/her regular rate of pay for all time worked in excess of forty (40) hours in any scheduled workweek. Any work performed on Sunday or a Holiday, that is over forty (40) hours of work in a workweek, shall be paid at the double time rate.
- b. Call Out Time: Any employee called to work outside of their regular scheduled shift shall be paid a minimum of two (2) hours at the rate of time and one-half (1½).
- c. Part Time: A person working less than full time will be paid per hour. Any extra hours over the normal approved work week as listed above will be paid at the regular hourly rate up to forty (40) hours per week.

Section 5.5 - Flex Time: In no event may a supervisor compel an employee to flex his or her hours of work without the employee's express consent. Whenever it is agreeable to both the supervisor and the employee, employees may flex the hours in a work week that the employee works by working fewer hours than is normal in a shift, then work the same number of hours not so worked in a shift occurring later in the same work week. Conversely, the employee may work more hours than is normal in a shift, then work that number of extra hours less in a shift occurring later in the same work week. Flexed hours that produce a shift longer than is normally scheduled shall not produce an obligation to pay overtime for the hours so added to the shift.

Section 5.6 - Rest / Meal Periods: Work schedules shall provide each employee a fifteen (15) minute paid rest period during each one-half of a work shift (2 per normal work shift). Rest periods shall occur as close to the middle of the first and second half shifts as possible.

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

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

ARTICLE 6 – HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day (November 11)
Presidents' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Section 6.2 – Floating Holidays: Two floating holidays shall be credited to bargaining unit employees on July 1 of each year of the Agreement. New employees hired between January 1 to June 30 shall be credited with one floating holiday. Supervisors must pre-approve the scheduling of floating holidays. Floating holidays must be used in the fiscal year and cannot be carried over. Floating holidays have no cash value other than as payment for a day taken off that an employee would otherwise work. Such holidays may not be sold back to the County. Floating holidays are not required to be used as whole day absences.

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

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

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

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

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

Section 6.6 - Holiday Work: If any of the above recognized holidays, listed in Section 6.1, are worked, the employee shall receive double time.

ARTICLE 7 – VACATIONS

Section 7.1 - Accrual: All regular full-time employees shall accrue paid vacation leave. Vacation leave shall be paid at 8.0 hours or 7.5 hours per vacation day depending on whether the employee is scheduled to work a 40-hour or a 37.5-hour work week. Regular part-time employees referenced in Article 1.1 shall acquire vacation time on a prorated basis. Vacations may be granted after ten (10) days' notice from the employee, except in unforeseen circumstances.

Years of Service	Accruals for 40-hour work week		Accruals for 37.5-hour work week	
	Monthly Accrual Hours	Accrual Hours Per Year	Monthly Accrual Hours	Accrual Hours Per Year
0-1	6.66	80	6.25	75
1-5	8	96	7.5	90
6-10	10	120	9.375	112.5
11-15	13.33	160	12.5	150
After 15 Years	16.66	200	15.62	187.5

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

Section 7.3 - Accumulation: Each employee may accumulate up to 200 hours of vacation. Any amounts in excess of the 200-hour limit must be taken by the end of the

calendar year or will be reduced to a maximum of 200 hours or may be carried over with written permission in advance by the County Court.

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

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

ARTICLE 8 – SICK LEAVE

Section 8.1 - Accrual: Hours of paid sick leave will accrue at one (1) day for each full calendar month of employment according to the employee's regularly scheduled hours of work. All part-time employees shall accrue paid sick leave on a pro-rated basis according to their established FTE. The accrual of sick leave hours shall be unlimited. Sick leave shall not accrue during any period of unpaid leave of absence.

Section 8.2 - Utilization: Paid sick leave may be used for any purpose permitted under Oregon's Sick Leave Act. Except that relatives not listed in the definition of "family member" in the Act who reside in the employee's household are also included in the definition. In relationships other than those set forth in the Act or this Section, and under exceptional circumstances sick leave may be granted by the Supervisor, in his or her sole discretion, if requested by the employee.

The employee shall notify his/her supervisor of sick leave absence, and the nature and expected length thereof, prior to the time such employee would otherwise have reported to work. For uses of sick leave of more than three consecutive work days, the supervisor, at his or her sole discretion, may require medical verification from a health care provider for the utilization of sick leave. Supervisors may also require medical verification where sick leave abuse is suspected. For any medical verification required by the employer, all costs not covered by the employee's insurance associated with obtaining such verification, will be paid by the employer.

Section 8.3 - Misuse: Upon a fair investigation any employee found to have abused sick leave benefit privileges by falsification or misrepresentation will have their time reverted to leave without pay with the funds paid as sick leave pay recovered by payroll deduction. In this event, the employee will be subject to disciplinary action.

Section 8.4 - On-The-Job Accident: When an employee is absent from work due to illness or injury that produces a worker's compensation claim accepted by the insurer,

the County's obligation to pay under this sick leave article is limited to the difference between any payment received under Workers' Compensation Laws and the employee's regular net salary, after all mandatory deductions and other withholdings. In such instances, prorated charges will be made against accrued sick leave.

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

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

ARTICLE 9 – OTHER LEAVES

Section 9.1 - Bereavement Leave: In the event of the death of a family member an employee shall be entitled to a maximum of three (3) paid days off plus up to two discretionary non-paid days off if necessary, because of travel or family responsibilities, to attend the funeral. Compensable days must fall on the employee's regularly scheduled workday.

Family member is defined as an employee's mother, father, son, daughter, husband, wife, sister, brother, step or adopted parent, step or adopted child, grandparent, grandchild, equivalent in-laws, significant other, registered domestic partner, and relatives not listed who reside in the employee's household. Family member further includes a non-relative over whom an employee has assumed responsibilities as a parent or one who performed responsibilities as a parent to the employee. In accordance with the procedures to request their use, employees may also use accrued vacation leave, sick leave or comp time for bereavement. If an employee has

no accrued paid leave to use, up to two work weeks of unpaid OFLA leave may be used for bereavement of a family member. Unpaid OFLA leave for bereavement purposes must be used within sixty (60) days of the date the employee learns of the family member's death.

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

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

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

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

Upon return from any of the above stated leave, the employee shall be reinstated to their former job and pay rate. If the job has been eliminated, the employee shall be reinstated to an available and suitable alternate job if one is available. Benefits shall not accrue during unpaid leave. An employee on parental leave may use accumulated sick leave or vacation leave during the twelve (12) week leave period, but not to extend the leave period, as required by Oregon Law.

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

ARTICLE 10 – WAGES

Section 10.1 - Compensation Plan: Employees shall be compensated in accordance with the job classification schedule attached to this Agreement and marked "Addendum A" for FY 2021 - 2022 which is hereby incorporated into and made a part of this Agreement. "Addendum B" for FY 2022 - 2023 and "Addendum C" for FY 2023 - 2024 will be subsequently added for corresponding years. When any position not listed on the salary schedule is established, the County shall designate a job classification and pay rate for the position. The Union shall be notified and shall be afforded an opportunity to meet and discuss the matter. If the Union does not agree that the rate set for the classification is proper, the Union may submit the issue to the Employments Relations Board, as established under PECBA.

Section 10.2 - Steps in Compensation Plan:

- a. Employees hired at Step A of the Salary Classification Schedule (Appendix A) shall advance to Step B on July 1 following the completion of one (1) year of employment with the County. Advancement to each of the next steps shall occur on the July 1 following the completion of the years stated in each step on the Salary Classification Schedule.

In Step B employees will receive a two (2%) increase; in Step C employees will receive a three percent (3%) increase; Step D and E are a four percent (4%) increase; Step F is a five percent (5%) increase. Step advancements will occur on July 1 of each year for all employees and will be granted until the employee reaches the top step of his/her position's salary, unless work performance is evaluated as unsatisfactory.

- b. If an employee's work performance is deemed to be unsatisfactory, at least ninety (90) days prior to an employee's step date, the supervisor shall counsel the employee. The supervisor and employee will develop a work plan, which will contain objective standards that the employee must meet over the next ninety (90) days in order to bring his/her performance to a satisfactory level. The work plan will specify regular meetings between the employee and supervisor to monitor progress. If the employee's performance becomes satisfactory within ninety (90) days, he/she will be granted the step increase. If the employee's work performance remains unsatisfactory, the County may deny the employee a step increase. Unsatisfactory work performance must be documented as to areas of deficiency in an employee performance valuation.
- c. When an employee is promoted or reclassified upward, the employee shall be placed in the new classification at the step that is at least 6% more than the employee's current salary.
- d. If an employee is hired at a step higher than Step A, than that employee will fall in line with other employees at the same step in the salary schedule. Example –

If an employee is hired at Step B then after .99 year of service in Step B they would the move to Step C.

Section 10.3 - Cost of Living: For the fiscal year beginning July 1, 2021, the cost-of-living increase will be based on the change in the West-Size class B/C of the CPI-W measured from December to December, published in January, applied the following July with a minimum of 2.5% and a maximum of 3.5%.

Beginning July 1, 2022 and July 1, 2023 the cost of living increase will be based on the change in the West-size class B/C of the CPI-W measured from December to December each year, published in January, applied the following July with a minimum of 2.5% and a maximum of 3.5%.

Section 10.4 - Pay Periods: Effective January 1, 2022, all employees shall be paid on a monthly basis with payday occurring no later than the sixth (6th) of the month. Monthly paychecks/electronic printouts shall include the amount of vacation time and sick leave due each employee. If an employee has any questions regarding the amounts, they shall contact their supervisor within seven (7) days of the paycheck date.

Section 10.5 - Employee Expenses:

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

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

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

Grievance Procedure. In such a grievance, the decision of the County Court shall be final.

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

Section 10.8 - Market Adjustments: Effective upon the next full pay period following execution of this Agreement, the Weed Control Officer and various Road Department positions will have their wages adjusted to reflect the amounts incorporated in Appendix A.

ARTICLE 11 – BENEFITS

Section 11.1 - Health and Welfare: The County agrees through June 30, 2024 to continue to maintain insurance coverage for all employees and their dependents. The County's contribution towards payment of medical insurance premiums shall be paid at ninety (90%) percent. The employee will be responsible for payment of ten (10%) percent. However, if the employee is at the "employee-only" tier of coverage, the County will contribute one-hundred percent (100%) of the cost of the medical insurance premium.

For the term of this Agreement, up to June 30, 2024, the County agrees to contribute to a health savings account (HSA) or other equivalent account for members not eligible to receive benefits in an HSA account plus any account administration fees. Contributions shall be the amount of the deductible of the offered medical insurance plan. This amount will be contributed into eligible participants accounts as a lump sum payment in January of the applicable year. Employees with a mid-year triggering event will be eligible for an additional contribution into HSA account at time of event. New hires will qualify for prorated contribution based on their eligibility date and selected insurance coverage.

Section 11.2 - Retirement: The County agrees to pay the entire contribution to the Oregon State Public Employee's Retirement System. The full amount of required employee contributions "picked-up" or paid by the County on behalf of employees shall be considered "salary" within the meaning of ORS 238.005(26) for the purposes of computing an employee's "final average salary" under ORS 238.005(9) but shall not be considered "salary" for the purpose of determining the amount of employee contributions required to be contributed under ORS 238.200. Such "pick-up" or paid contributions shall be credited to employee accounts pursuant to ORS 238.200 (2) and shall be considered to be employee contributions for purposes of ORS 238.200, et seq.

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

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

Section 11.4 - Air Ambulance insurance: The County agrees to purchase annual air ambulance household memberships no later than January 1, 2022 for each represented employee, with both the Life Flight Network and the AirMedCare Network. Subsequent annual renewals will be applied by the County automatically. Any employee may opt out at any time if they choose to do so.

ARTICLE 12 – SENIORITY

Section 12.1 - Definitions:

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

Section 12.2 - New Hire Probation: Newly hired employees shall be on probation for the first six (6) months of their employment and shall not receive credit toward completion of their probationary period for days on which they are absent or laid off. Probation may be extended with the recommendation of the Department Head and the Union President for a period not to exceed twelve (12) continuous months. Probationary employees may be laid off or terminated with or without cause. Probationary employees who complete their probationary period shall acquire seniority as of their day of hire and their names will be added to the seniority list. Employees who have completed their probationary period may be disciplined or discharged only for just cause.

Section 12.3 - Trial Period and Probation for Promoted or Transferred Employees:

- a. Trial Period: A current employee promoted or transferred into a different job shall have up to sixty (60) working days to demonstrate his/her ability to satisfactorily perform the job. If within the trial period the employee and the employer mutually agree, or the employer deems the employee unable to achieve the skills required to perform the job, the employee will have the option to return to his/her previous position at the level of seniority and pay rate held at the time of leaving that position.
- b. Promotional or Transfer Probation: Newly promoted or transferred employees shall serve a probation of at least six (6) continuous months (running concurrently with the trial period referenced in subsection (a) above). Probation may be extended with the recommendation of the Department Head and the Union President for a period not to exceed twelve (12) continuous months. A Department Head may dismiss an employee at any time after the employee's trial period referenced in subsection (a) above has run if, in the opinion of the Department Head, the employee is unable or unwilling to satisfactorily perform the job duties or if the employee's work habits, conduct and dependability do not merit continuance in County service. Prior to dismissing an employee, the Department Head will consult with the County Court.

Section 12.4 - Loss of Seniority: Seniority may be lost for the following reasons:

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

Section 12.5 - Seniority Lists: Every July the County shall post on the bulletin board in the County Clerk's office and send out electronically to a subfolder on the drive shared by all County employees an updated seniority list showing County seniority within the bargaining unit. A copy of this list shall be furnished to the Union when it is posted.

Section 12.6 - Filling of Job Openings: Whenever there is a Union job opening to be filled on a regular assignment basis, notice of such opening will be posted on bulletin boards and emailed for all County Union employees to see for a period of one seven (7) calendar days to provide employees the opportunity to apply for the job. Employee applicants who possess the minimum qualifications for a posted position shall be interviewed for it.

At the end of the application process, an internal candidate who, in the judgment of management, is equally qualified as external candidates shall be offered the position.

The sole exception to this shall be when the top candidates are equally qualified and one (or more) of them qualify as a Veteran or disabled Veteran under Oregon's Veterans Preference in Public Employment Act. In that event, the Act requires offering the position to a Veteran or Disabled Veteran. (ORS 408.230(4))

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

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

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

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

ARTICLE 13 – SAFETY

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

ARTICLE 14 – PERSONNEL FILES

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

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

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

ARTICLE 15 – DISCIPLINE

Section 15.1 - Progressive and Corrective Discipline: The County agrees with the tenets of progressive and corrective discipline, when appropriate. The County shall neither discipline nor discharge post probationary employees without just cause. Pursuant to this Section, just cause means, but is not limited to: "a cause reasonably related to the employee's ability to perform required work. The term includes any willful violation of reasonable work rules, regulations or written policies..." [ORS 236.350(2)] Any disciplinary action or measure, as defined below, other than a verbal warning, imposed upon an employee may be processed as a grievance through the regular grievance procedure under Article 16 of the Agreement.

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

- a. Verbal Warning: Need to improve and sustain improvement.
- b. Written Warning: Failure to correct problem and/or future problems will result in further disciplinary action including discharge.
- c. Suspension Without Pay: Suspended for specified number of days without pay. Failure to correct problem and/or future problems will result in further disciplinary action including discharge.
- d. Discharge.

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

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

ARTICLE 16 – SETTLEMENT OF DISPUTES

Section 16.1 - Grievance and Arbitration Procedures: A grievance shall be defined as a dispute, difference, disagreement or complaint by an employee or the Union against the County concerning the application, meaning, or interpretation of this Agreement. Any grievance which may arise shall be settled in the following manner:

Step 1 Prior to a grievance being filed, the employee must discuss the dispute with his/her supervisor in an attempt to resolve the dispute without the necessity of utilizing the remaining steps of the grievance process.

Step 2 The affected employee, with or without an employee representative shall present the grievance in writing to the County Judge, or designee, within fourteen (14) calendar days after the decision, action or omission being grieved. Grievances not timely filed are permanently waived. The written grievance shall summarize the nature of the grievance, the factual basis alleged in support of it, the specific provision or provisions of the contract alleged to have been violated, the relief sought, and be signed and dated by the grievant or Union representative. The County Judge or designee shall respond to the Step 2 grievance in writing within fourteen (14) calendar days of the time the grievance was presented.

Step 3 If the grievance still remains unsettled, it may be taken up with the governing body of the County, upon written notice within fourteen (14) calendar days after receipt of the County Judge's response. Such notice shall specify the reason for the meeting and shall provide the grievance-related information specified in Step 2. Following the giving of such notice, the County governing body and up to two (2) representatives of the Union shall meet within fourteen (14) calendar days in an attempt to resolve the grievance. The County governing body will give a written response to the grievance with fourteen (14) calendar days after said meeting.

Step 4 If the grievance is still unresolved and the Union wishes to pursue the matter further, it must do so by delivering notice of intent to proceed to arbitration to the County governing body within fourteen (14) calendar days after the written response of the County governing body in Step 3. The parties shall first attempt to select an arbitrator who is mutually acceptable. If within fourteen (14) calendar days from the request for arbitration the parties are unable to agree upon an arbitrator, the State of Oregon Conciliators Office shall be requested to submit a list of seven (7) names. Both the County governing body or its designee and the Union shall have the right to strike three names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one name. The process shall be twice repeated, and the remaining person shall be the arbitrator. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. Expenses of the arbitrator shall be borne equally by both the Union and the County. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the

arbitrator and the other party. The arbitrator shall have authority to consider only a claim based upon a specific provision of this Agreement and shall have no authority to add to modify or detract from this Agreement. Any decision of the arbitrator within the scope of the Agreement shall be final and binding upon the parties. However, the arbitrator shall retain jurisdiction over the matter for up to 45 days after the decision and award to hear and decide any post decision motions.

ARTICLE 17 – TERM AND TERMINATION

This Agreement shall become effective on July 1, 2021 or upon signing by the representatives of the parties, whichever is later and shall remain in full force and effect through June 30, 2024. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing not later than March 1st, 2024 or prior to the expiration of the subsequent anniversary date, that it wishes to modify this Agreement for any reason. In the event such notice is given, negotiations shall begin no later than thirty (30) days after said notice. This Agreement shall remain in full force and effect during the period of on-going negotiations.

During the term of this Agreement any letters of agreement between the parties must be signed by the County Judge and the designated representatives of the Union to be valid. Such letters of agreement shall be attached and made part of this labor agreement.

Executed in duplicate this _____ day of _____, 2021

For the Courts By:

For AFSCME By:

Elizabeth Farrar Campbell, Judge

Brenda Johnson, AFSCME Council 75

Pat Shannon, Commissioner

Kelly Smith, Bargaining Team

Sherrie Wilkins, Commissioner

Mary Reser, Bargaining Team

Michelle Colby, Bargaining Team

Michael Durfey, Bargaining Team

Justin Wagenaar, Bargaining Team

2021-22 Represented Salary Schedule - Appendix A

CPI 2.50%

Position (Hourly)	Base *as of FY 20/21	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
		Yrs 0 -.99 Base + CPI	Yrs 1.0 -1.99 A @ + 2%	Yrs 2.0 -3.99 B @ + 3%	Yrs 4.0 - 6.99 C @ +4%	Yrs 7.0 - 9.99 D @ +4%	Yrs 10.0+ E @ +5%
		Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
Appraiser/Data Analyst	\$26.22	\$26.88	\$27.41	\$28.24	\$29.36	\$30.54	\$32.07
DA Office Manager/Paralegal	\$26.22	\$26.88	\$27.41	\$28.24	\$29.36	\$30.54	\$32.07
Shop Mechanic	\$25.68	\$26.32	\$26.85	\$27.66	\$28.76	\$29.91	\$31.41
Victims & Witness Assistance Director	\$24.26	\$24.87	\$25.37	\$26.13	\$27.17	\$28.26	\$29.67
Weed Control Officer	\$24.96	\$25.59	\$26.10	\$26.88	\$27.96	\$29.08	\$30.53
Weed Control Assistant	\$22.38	\$22.94	\$23.40	\$24.10	\$25.06	\$26.07	\$27.37
Road Equipment Operator I	\$21.28	\$21.81	\$22.25	\$22.91	\$23.83	\$24.78	\$26.02
Road Equipment Operator II	\$26.02	\$26.67	\$27.21	\$28.02	\$29.15	\$30.31	\$31.83
Crusher Equipment Operator	\$21.28	\$21.81	\$22.25	\$22.91	\$23.83	\$24.78	\$26.02
Family Services Coordinator	\$21.13	\$21.66	\$22.09	\$22.76	\$23.67	\$24.61	\$25.84
Office Manager-Road/Weed Depts	\$21.13	\$21.66	\$22.09	\$22.76	\$23.67	\$24.61	\$25.84
Administrative Assistant - Justice Court	\$21.13	\$21.66	\$22.09	\$22.76	\$23.67	\$24.61	\$25.84
Deputy Clerk	\$21.13	\$21.66	\$22.09	\$22.76	\$23.67	\$24.61	\$25.84
Deputy Assessor	\$21.13	\$21.66	\$22.09	\$22.76	\$23.67	\$24.61	\$25.84
Deputy Treasurer & IT Coordinator	\$21.13	\$21.66	\$22.09	\$22.76	\$23.67	\$24.61	\$25.84
Senior Services/Transportation Assist	\$20.74	\$21.26	\$21.68	\$22.34	\$23.23	\$24.16	\$25.37
Building & Grounds Maint Coord	\$20.18	\$20.68	\$21.10	\$21.73	\$22.60	\$23.50	\$24.68
Library Director	\$19.57	\$20.06	\$20.46	\$21.07	\$21.91	\$22.79	\$23.93
Docket Clerk - Justice Court	\$19.14	\$19.62	\$20.01	\$20.61	\$21.43	\$22.29	\$23.40
Transportation Dispatcher	\$16.40	\$16.81	\$17.14	\$17.66	\$18.36	\$19.10	\$20.05

Position (Salaried) *based on current 37.5 hours	Base	Annual	Annual	Annual	Annual	Annual	Annual
Planning Director	\$51,128.93	\$52,407.15	\$53,455.30	\$55,058.96	\$57,261.31	\$59,551.77	\$62,529.36
Juvenile Director	\$51,128.93	\$52,407.15	\$53,455.30	\$55,058.96	\$57,261.31	\$59,551.77	\$62,529.36