

HOOD RIVER COUNTY

AND

HOOD RIVER EMPLOYEES LOCAL UNION NO. 1082

AFSCME COUNCIL 75, AFL-CIO

Deputy District Attorneys

JULY 1, 2018 THROUGH JUNE 30, 2021

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HOOD RIVER COUNTY

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TABLE OF CONTENTS

| | |
|---|-----------|
| PREAMBLE | 2 |
| ARTICLE 1 SCOPE OF AGREEMENT AND RECOGNITION | 2 |
| ARTICLE 2 MANAGEMENT RIGHTS | 2 |
| ARTICLE 3 UNION RIGHTS..... | 4 |
| ARTICLE 4 SENIORITY..... | 5 |
| ARTICLE 5 HOURS OF WORK..... | 6 |
| ARTICLE 6 BONUS TIME | 6 |
| ARTICLE 7 COMPENSATION | 7 |
| ARTICLE 8 VACATION LEAVE..... | 9 |
| ARTICLE 9 SICK LEAVE.. | 10 |
| ARTICLE 10 LEAVE OF ABSENCE | 12 |
| ARTICLE 11 HOLIDAYS..... | 14 |
| ARTICLE 12 WORKERS' COMPENSATION | 15 |
| ARTICLE 13 WAGES..... | 16 |
| ARTICLE 14 HEALTH AND WELFARE | 16 |
| ARTICLE 15 SETTLEMENT OF DISPUTES | 18 |
| ARTICLE 16 GENERAL PROVISIONS | 19 |
| ARTICLE 17 LAYOFF AND RECALL | 20 |
| ARTICLE 18 EMPLOYEE DISCIPLINE | 22 |
| ARTICLE 19 SAVINGS CLAUSE | 23 |
| ARTICLE 20 EMPLOYEE DEVELOPMENT & TRAINING | 23 |
| ARTICLE 21 TRAVEL & REIMBURSEMENT | 23 |
| ARTICLE 22 DURATION AND TERMINATION | 24 |
| SIGNATURES | 24 |

PREAMBLE

This Agreement is entered into by Hood River County, Oregon, hereinafter referred to as the "County" and Hood River Deputy District Attorney Local Union No. 1082, affiliated with the Oregon Public Employees Council 75 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", and is intended to cover rates of pay, hours of work, fringe benefits and conditions related to the employment of employees covered by the bargaining unit hereinafter described.

The parties agree as follows:

ARTICLE 1 - SCOPE OF AGREEMENT AND RECOGNITION

1.1 Scope of Bargaining Unit:

The bargaining unit covered by this Agreement shall be all Hood River County employees of the District Attorney's office who work 20 hours or more per week, excluding supervisory, confidential employees, employees working less than 20 hours per week, temporary employees hired for twelve (12) months or less a year.

1.2 Recognition:

The County recognizes the Union as the sole and exclusive collective bargaining representative of all the employees covered by this Agreement for the purpose of representation on all matters related to terms and conditions of employment for such employees, except as otherwise provided in this agreement.

ARTICLE 2 -MANAGEMENT RIGHTS

2.1 The District Attorney and the County each retain all the customary, usual and exclusive rights, decision making prerogatives, functions, and authority connected with, or in any way incident to their responsibility to manage the affairs of the District Attorney's Office.

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

- (a). To determine the services to be rendered by the District Attorney's Office and its employees to the citizens of the County and State of Oregon.

- (b). To direct and supervise all operations, functions and policies of the District Attorney's Office in which Members are employed.**
- (c). To close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, branches, operations or facilities for budgetary or other reasons.**
- (d). To determine the need for a reduction or an increase in the work force.**
- (e). To determine the method and manner under which a reduction in work force will be performed.**
- (f). To implement new, and to revise or discard, wholly or in part, old methods and procedures.**
- (g). To assign and distribute work.**
- (h). To assign shifts, workdays, hours of work and work locations.**
- (i). To designate and to assign all work duties.**
- (j). To introduce new duties and to revise job descriptions and duties.**
- (k). To determine the need for new employees, transfers and promotions.**
- (l). To determine the qualifications for employees, as well as for transfers and promotions.**
- (m). To discipline, an employee with just cause as defined in Article 18 of this Agreement.**
- (n). To determine the need for additional educational courses, training programs, on-the-job training and cross-training, and to assign employees to such courses or training for periods to be determined by the District Attorney.**

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

- (a). To fix the budget of the District Attorney's Office and the number of positions and full-time equivalent employees budgeted in the District Attorney's Office.**
- (b). To implement the District Attorney's decisions with regard to a reduction in force.**
- (c). To establish, revise and implement standards for hiring, classification and promotion.**
- (d). To establish, revise and implement levels, grades and standards for monetary and non-monetary compensation and employee benefits.**
- (e). To establish, revise and implement programs concerning paid and unpaid leave, holidays, and other types of employee leave.**
- (f). To provide, as the County determines necessary, and in its sole discretion, any furnishings, fixtures, and equipment to be used and any matters concerning limitations or conditions for their use.**
- (g). To maintain order and efficiency in its work sites, facilities and operations.**

(h). To make such reasonable rules and regulations, not in conflict with this Agreement, as the County may from time to time deem best for the purposes of maintaining order, safety, and/or effective operation of County facilities, and after advance notice thereof to the Association and Members, and to require compliance therewith by Members.

2.4. Any of the rights, powers, authority and function the County and the District Attorney had prior to the negotiation of this Agreement are retained by the County and the District Attorney and the expressed provisions of this Agreement constitute the only limitations on the rights of the County and the District Attorney to manage the business of the District Attorney's Office. Should the County or the District Attorney not exercise the rights, powers, authority and functions reserved to them, or should they exercise them in a particular way, such conduct shall not be deemed a waiver of said rights, powers, authority and functions by the County or the District Attorney, nor shall such conduct be deemed or considered a waiver of their right to exercise them in some other way not in conflict with a specific provision of this Agreement.

ARTICLE 3 - UNION RIGHTS

3.1 Union Membership Dues:

The County agrees to deduct the uniformly required Union membership dues and other authorized fees or assessments once each month from the pay of those employees who have authorized such deductions in writing.

3.2 Months:

For the purpose of calculating months to determine the beginning or end of the payroll deductions called for in the preceding Sections 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.

3.3 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 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.

3.4 Union Meetings:

Union meetings may be held on County premises and shall not interfere with County business.

3.5 Union Business

Union stewards shall be allowed to investigate grievances against the County and attend investigatory meetings called by management on paid time. One bargaining team member shall be allowed to attend all bargaining sessions on paid time.

3.6 Union Bulletin Board

The County will provide a bulletin board for use by the Union. Bulletin board shall be located in the District Attorney's office. The Union will be responsible for maintaining these bulletin boards. These bulletin boards will serve as the exclusive location for union-posted literature.

ARTICLE 4 – SENIORITY

Seniority is the length of continuous service worked by an employee for the County. For the purpose of computing seniority, all authorized leave with pay shall be considered as time worked. Employees who are laid off as a result of a reduction in positions, and who are subsequently reinstated, shall retain their full seniority except for such period of layoff. Seniority shall also apply in determining vacation scheduling.

Seniority shall be broken or terminated if an employee:

- a) Quits;
- b) Is discharged for just cause;
- c) Is laid off and fails to respond to written recall notice;
- d) Is laid off work for a period of time greater than eighteen (18) months or a period of time equal to his/her seniority, whichever is shorter;
- e) Fails to report to work at the termination of an extended leave of absence;
- f) While on leave of absence accepts employment without permission;
- g) Retires.
- h) abandons their position; unauthorized absence of three consecutive days without notifying their Supervisor or the County.

ARTICLE 5 - HOURS OF WORK

5.1 Work Day:

The work day for full-time employees shall normally be eight (8) hours in duration plus a lunch period of not more than one (1) hour.

5.2 Work Week:

The regular work week for full-time employees shall normally consist of five (5) consecutive work days of eight (8) hours. However, the County does not guarantee any minimum hours of work per week. Alternative work schedules such as 4/10 hour days may be scheduled by mutual agreement between the employee, department head and with the final approval of the County Administrator. Employees working alternative work schedules will continue to accrue sick leave benefits at 8 hours per month, 96 hours per year, and vacation accrual on the same hourly formula, regardless of the utilization for time off.

5.3 Rest Periods:

Each employee shall be allowed a 15 minute rest period during each four (4) hours the employee is scheduled to work.

5.4 Meal Periods:

All employees shall be granted a meal period during each work shift. To the extent consistent with operating requirements of each Department, each meal period shall be scheduled as near as possible to the middle of the work day.

ARTICLE 6 –BONUS TIME

6.1 Bonus Time for Exempt Employees

All Deputy District Attorneys are exempt personnel defined in accordance with the FLSA as professionals and shall be exempt for the payment of overtime due to the nature of their employment. Members shall be paid on a salary basis and shall work a predetermined schedule as defined by the District Attorney according to the needs of the department and the job position. The County may, at its sole discretion, allow exempt employees "bonus time" off as determined appropriate by the Department Head. The decision to grant or disallow bonus time, including the promulgation of any standards or procedures for awarding bonus time, shall be considered at the exercise of a Management Right allowed by Article 2 of this Agreement.

6.2 Bonus time usage

Bonus time must be used within the fiscal year in which it is awarded, and if unused will be forfeited at the end of the fiscal year unless it is awarded during the month of June. If Bonus time is awarded in the month of June, the employee may have until June 30th of the following year to use the bonus time. Bonus time shall be pre-approved, scheduled as time off, and shall be entered on the employee's time sheet as "Bonus Time." Bonus time is not subject to being cashed out.

6.3 Bonus award

Bonus time shall be considered on an hour for hour basis. An employee being awarded bonus time shall receive notice in writing, to include the number of hours awarded and the reason for the award with a copy of such notice provided to Budget and Finance Payroll Accountant. Employees may request bonus time to the Department Head if they feel it is warranted. Denial of this time is not subject to the grievance procedure.

ARTICLE 7 – COMPENSATION

7.1 Pay Day:

Wages for all employees shall be in accordance with Appendix A. Employees shall be paid 24 times per year. Pay periods shall be computed twice monthly, with the first period running from the 1st day of the month through the 15th day of the month. The employee's salary for the first pay period shall be paid by noon on the *TWENTY-THIRD (23RD)* day of the month and the salary for the second pay period shall be paid by noon on the *EIGHTH (8TH)* day of the following month. In the event the *8TH* or the *23RD* falls on a Saturday, Sunday or holiday, the employees shall be paid on the last Friday before the *8TH* or *23RD* or the last actual week day in that week.

If the regular payday, as described above, falls on a Monday which is a holiday, employee pay checks will be available by noon on the preceding Friday or as outlined in the above paragraph.

The County has established an automatic direct deposit system for employee paychecks consistent with this article. It shall be the employee's responsibility to designate a receiving financial institution that has the compatibility to conduct such transactions with the County's financial institution. In the event the County determines to discontinue direct deposits in the future, the County agrees to negotiate with the Union for a period not to exceed 90 days, if so requested by the Union.

7.2 Trial Employees:

Until such time as a new employee has been designated as a regular employee by the County, he/she shall be designated trial employee and shall be subject to termination without recourse to any claim whatsoever of a violation hereof. An employee shall be designated as a regular employee after six (6) months of employment. Any employee who has successfully completed their trial period may not be discharged except as provided in Article 18. This step increase establishes the annual anniversary date for future annual increases. Trial Service Employees may utilize sick leave after 90 days, and accrued vacation after six months.

7.3 New Employees:

Employees newly hired or appointed at Step 1 of the Classification Plan, upon recommendation from the department head of satisfactory completion of the trial period specified in Section 7.2 shall attain regular employee status and advance one step on the salary schedule. Employees newly hired or appointed higher than Step 1 shall be eligible to complete probation at 9 months, but shall advance one step on the salary schedule 12 months from the completion of the trial period. Employees with regular employment status date on the first of the month shall have salary increases effective on the first (1st). Starting regular employment dates between the first (1st) of the month and the fifteenth (15th) of the month shall receive the salary increase effective on the sixteenth (16th) day of the month following the anniversary date of regular employment; employees with a starting employment date on the sixteenth of the month shall receive increases effective on the sixteenth (16th). Regular employment status dates between the sixteenth (16th) day of the month and the thirty first (31st) day of the month shall receive the salary increase effective on the first (1st) day of the month following the anniversary date of regular employment.

7.4 Step Advance:

Each regular employee, with the recommendation of the department head, shall annually advance one step on the salary schedule until the top of the salary schedule is reached. Part-time employees shall advance in accordance with the same calendar requirements as full time employees. Denial of step increase shall not be for arbitrary or capricious reasons.

Employees with a position anniversary date on the first of the month shall have salary increases effective on the first (1st). Anniversary dates between the first (1st) of the month and the fifteenth (15th) of the month shall receive salary increases effective on the sixteenth (16th) day of the month following the anniversary date of position. Employees with a position anniversary date on the sixteenth (16th) of the month shall receive increases effective on the sixteenth (16th). Anniversary dates between the sixteenth (16th) of the

month and the thirty first (31st) day of the month shall receive salary increases effective on the first (1st) of the month following the anniversary date of position.

7.5 Vehicle Expense:

In the event an employee is required to use a privately owned vehicle for the benefit of the County, reimbursement shall be at the prescribed County rate.

7.6 Longevity:

Longevity step increases shall be granted to employees who have been continuously employed by the County in the same department as follows:

After ten years - five percent (5%) increase

After fifteen years - two & one-half percent (2-1/2%) increase

Every five years thereafter - two & one-half percent (2-1/2%) increase.

In the event a position is reclassified and continues to be filled by the same employee, whether or not it has the same salary schedule, it shall be considered the same position for longevity purposes.

Longevity is based on continuous employment within a department. Accrued longevity is non-transferable when an employee voluntarily transfers employment to another department.

A lateral transfer that was initiated by management or a lateral transfer that occurred due to layoff will be considered the same position for longevity purposes.

ARTICLE 8 - VACATION LEAVE

8.1 Accrual:

| Vacation Accrual | |
|---|---------|
| After six (6) months of continuous employment accrue | 6 days |
| After one (1) full year of continuous employment accrue | 13 days |
| After five (5) full years of continuous employment accrue | 16 days |
| After 10 (10) full years of continuous employment accrue | 19 days |
| After fifteen (15) full years of continuous employment accrue | 22 days |
| After nineteen (19) years of continuous employment accrue | 25 days |

In all cases, vacation shall be scheduled with the approval of the department involved. Vacation times shall be selected on the basis of seniority; however, each employee will be permitted to exercise his/her seniority only once in each year. Employees shall be able to take vacation time in increments of one (1) hour or more.

8.2 Part-Time Employees:

Part-time employees shall be credited with vacation pro-rata that amount indicated in Section 1 of this Article that their normal or average hours of work each month compares to the hours of work of regular employees.

8.3 Vacation Use and Carry-Over:

Unless previously approved by the County Board of Commissioners, or its designees, no employee shall accumulate more than two times his/her annual accrued rate, and no employee shall fail to take less than five (5) working days of paid vacation each year after one (1) full year of continuous employment.

In no case shall an employee lose vacation time if they are unable to take time off due to the operational needs as approved by the County.

8.4 Payment in Lieu of Vacation Time:

No employee shall be paid extra wages or salary over and above the regular amount paid in lieu of annual leave or for working instead of utilizing vacation time earned, unless he/she has prior written approval from the Board of Commissioners.

8.5 Payment Upon Termination:

Upon termination of an eligible employee for any reason, accumulated vacation and comp time shall be paid in the employee's name.

ARTICLE 9 - SICK LEAVE

9.1 Accumulation:

All employees will earn eight (8) hours of sick leave with pay for each full calendar month worked. A total of 1040 hours of sick leave may be accrued by each employee. Sick leave shall not accrue during any period of leave of absence without pay.

9.2 Trial Service:

Newly hired trial employees may utilize sick leave after three (3) full calendar months of employment as indicated in Section 9.4 of this Article.

9.3 Part-Time Employees:

Part-time employees shall be credited with sick leave pro-rata that amount indicated in Section 1 of this Article that their normal or average hours of work each month compared to the hours of work of regular employees.

9.4 Utilization of Sick Leave:

Sick leave with pay is intended to be utilized when a regular employee is unable to perform their duties by reason of illness or injury beyond their control, and for dental or medical care of the employee, if such care is necessary and essential to the employee and appointment cannot be obtained except during normal working hours. The employee shall notify their Department Head of absence due to illness or injury, and the nature and expected length thereof, prior to the time such employee would otherwise have reported to work. The Department Head, in his/her discretion, may require proof of the reason for utilization of sick leave, and may require a physician's statement or certificate.

Any illness or disability for which the employee is or could be eligible for benefits under Worker's Compensation shall not be covered under the terms of this Article but shall be covered by the provisions of Article 12.

An employee shall not work for other than the County while on sick leave until such time as they have requested, in writing, and received permission from the Department Head. Permission may be given where the work requested to be performed will not aggravate, prolong or complicate their illness or injury.

9.5 Sick Leave for Illness of Members of Immediate Family:

Sick leave may be utilized due to a serious illness in a regular employee's immediate family that requires attendance of the employee. An employee may be required to furnish satisfactory evidence of such illness from a licensed physician. Sick leave may also be utilized for birth or adoption of a child. Immediate family includes the employee's spouse/same sex domestic partner, children, foster children, son/daughter in-law, parents, spouse's parents, same sex domestic partner's parents, grandparents, brothers, sisters, brother/sister in-law, stepfamily, nieces, nephews, and grand-children.

9.6 Retirement Credit:

The County agrees to exercise its options under ORS, Chapter 238, requesting the Public Employees Retirement System to include the monetary value to one-half (1/2) the accrued value of the accumulated sick leave of each retiring employee in computing the employee's "final average salary". This obligation shall be as directed by ORS Chapter 238, and the County shall incur no further obligation as a result of this Section.

ARTICLE 10 - LEAVE OF ABSENCE

10.1 Criteria and Procedure:

The County will consider a written application for leave of absence without pay not to exceed 180 calendar days if the County finds there is reasonable justification to grant such leave and that the work of the Department will not be seriously handicapped by the temporary absence of the employee. The County may terminate or cancel such leave by 30 days written notice mailed to the address given by the employee on his/her written application for such leave. Such leave shall not be approved for the purpose of accepting employment outside the service of the County, and notice that the employee has accepted permanent employment or entered into full-time business or occupation may be accepted by the County as resignation.

Any employee who is granted a leave of absence without pay under this Section, and who for any reason fails to return to work at the expiration or termination of said leave of absence, shall be considered as having resigned his/her position with the County, and his/her position shall be declared vacant, unless the employee, prior to expiration of his/her leave of absence, or prior to the termination date, has furnished evidence that he/she is unable to work by reason of sickness, physical disability or other legitimate reason beyond his/her control, and seeks an extension of leave for such reason. Such a request for extension shall be in writing. An extension shall be granted only for a specified period of time, and only if the County determines that the request is reasonable and justified, and that the extension may be granted without unduly handicapping the operation of the Department.

10.2 Jury Duty:

An employee shall be granted leave with pay for jury duty, provided that such employee shall report for regular duty if the jury duty does not require a full shift or at such times as jury duty ends prior to the end of the normal work day.

10.3 Witness Leave:

Leave with pay shall also be granted to an employee subpoenaed as a witness in a criminal, civil or other official proceeding or trial provided he/she is not a party in interest to the proceeding and that such subpoena is related to their official duties with the County. As a condition of approval of leave for jury or witness duty with full pay, the employee must agree to turn over to the County all jury and witness fees at the time they are received, except mileage. No paid leave will be allowed when the Union is a party to the proceeding.

10.4 Military Leave:

Military leave shall be granted in accordance with applicable Federal and State statutes.

10.5 Voting Time:

Employees who are registered voters shall be granted adequate time to vote on any official election day, if, due to shift or work scheduling, they would otherwise not be able to vote.

10.6 Parental Leave:

Parental/Family leave will be granted in accordance with the applicable State or Federal Medical Leave Act which most benefits the employee.

10.7 Maternity Leave

Maternity leave not to exceed twelve (12) weeks and shall be granted at the request of an employee for the purpose of childbirth and recuperation of the mother. Such maternity leave may be extended by the Department Head and County Administrator for medical reasons relating to the health of the mother, certified by the mother's attending physician. Maternity leave with pay is chargeable to sick leave limited to the amount of sick leave accumulated by the employee. Consistent with the foregoing, sick leave without pay will be provided following the expiration of accumulated sick leave. Employees may, however, exercise the option of taking all such leave without pay.

10.8 Peace Corps Service

As provided by statute, any employee who enters the Peace Corps of the United States shall be given leave for such service.

10.9 Education Leave

After completing two (2) or more years of continuous service, an employee, upon written request, may be eligible for a leave of absence without pay for the purpose of upgrading professional ability through enrollment in education courses at an accredited school. Such requests must be made in writing and approved by the Department Head. The period of such leave of absence shall not exceed one (1) year, but may be renewed or extended upon the request of the employee and approval of the Department Head and the County Administrator. All approvals shall depend upon the circumstances involved and whether the Department is able to operate efficiently and effectively without creating an operational problem, as determined by the Department Head.

10.10 Bereavement Leave

When a member of the employee's or employee's spouse's immediate family has died, the employee may use up to Ten (10) days per death bereavement leave for the period of time the employee is unable to perform his/her duties. The employee shall receive up to three (3) paid bereavement leave days. The employee may use any accrued leave for bereavement leave taken after the three (3) paid days and up to a total of ten (10) days. Additional days may be requested and taken with approval of the department head utilizing vacation or personal leave accruals. Leave without pay may be used for the duration of bereavement leave with approval of the County Administrator.

For purposes of bereavement leave, immediate family shall be defined as referenced in Article 9, Section 9.5. The County counts Bereavement Leave taken for qualifying family members per OFLA against OFLA annual time.

ARTICLE 11 – HOLIDAYS

11.1 Holidays:

| The following shall be recognized as holidays: | |
|---|-------------------------|
| | |
| New Year's Day | President's Day |
| Martin Luther King Jr. Birthday | Memorial Day |
| Labor Day | Independence Day |
| Veteran's Day | Thanksgiving Day |
| Day after Thanksgiving | Christmas Day |
| | |
| (3) Personal Holidays | |

Holidays will be compensated at 8 hours a day unless the employee has a regular alternate schedule of four (4) ten hour days. Then holidays will be compensated at 10 hours for the day.

When a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

An employee whose scheduled day off falls on a holiday shall receive a postponed holiday with pay, to be taken at the mutual convenience of the employee and employer as required by law. Postponed holidays shall be utilized within twelve (12) months of the original date it was earned.

11.2 Personal Holidays:

Effective November 1, 2014, each employee will receive one additional personal holiday to be used by December 31, 2014.

Each employee shall select (3) personal holidays during each calendar year. Personal holiday hours shall not carry forward from one calendar year to the next and upon resignation, termination, or layoff, an employee shall not receive any compensation for any unused personal holiday hours. Such holidays shall be subject to the scheduling needs of the Department, but in no event shall an employee lose their personal holidays where they are unable to take time off due to the requirements of the Department. Full time employees shall receive 24 hours per year. Part-time employees shall receive personal holidays on a pro-rated basis. New hire employees shall be required to work 6 months prior to being eligible to utilize their personal holidays.

11.3 Holiday Pay:

Employees shall receive eight (8) hours pay for each of the holidays listed above on which they perform no work.

- a) To be eligible for holiday pay, an employee must have been employed at least ten (10) days prior to the holiday and in a pay status for the entire regular work day before and after the holiday.
- b) Part-time employees shall be credited with holiday pay pro-rata based on their normal average hours of work each month compared to the hours of work each month for regular employees.

11.4 Holiday During Leave:

Should an employee be on authorized leave when a holiday occurs, such holiday shall not be charged against that leave except in accordance with FMLA and OFLA.

ARTICLE 12 - WORKERS' COMPENSATION

All employees will, in accordance with the applicable statutes, be insured under the Worker's Compensation Law. The employee may utilize any accrued leave for the first three calendar days if the period of the temporary disability is for less than 14 calendar days (for non-hospitalized injuries). The employee will reimburse any accrued leave bank equal to any compensation paid for the same period by Worker's Compensation. During the period that the employee qualifies for time loss benefits (but not after a permanent disability has been awarded or after the employee has been certified to return to full or partial duty), the County will continue to contribute towards the cost of Medical, Dental and Life Insurance as though the employee was working.

ARTICLE 13 – WAGES

13.1 Wages:

All positions shall be exempt employees, as salaried professional, executive, and administrative employees under FLSA, shall not be paid overtime nor receive hour-for-hour compensatory time. Both pay ranges shall include a 5% increase following 10 years longevity and a 2.5% increase at 15 years longevity.

13.2 New Classification:

When any position not listed in the Wage Schedule is established, the County shall designate a pay rate for the position and notify the Union. In the event the Union does not agree that the rate is proper, the Union shall, within fourteen (14) calendar days of the County's notice, notify the County that it wishes to meet and negotiate wages for the new classification. This section shall not preclude the County from implementing the classification and the wage schedule prior to any negotiations.

13.3 Classification Reviews:

An employee whose position has not previously been analyzed for reclassification, or whose duties have significantly changed, may apply for reclassification by submitting a request to his/her Department head and that request being forwarded to the County Administration by November 30, for review and consideration effective the next fiscal year.

13.4 Cost of Living:

Effective July 1, 2018, the monthly rates in effect prior to the July 1 of that year shall be increased by 2.1%. Effective July 1, 2019, the hourly and equivalent monthly rates in effect prior to the July 1 of that year shall be increased by 3.0%. Effective July 1, 2020 the hourly and equivalent monthly rates in effect prior to the July 1 of that year shall be increased to the CPI-W (US City Average), with an increase minimum of 2% and a maximum of 3.0%

ARTICLE 14 - HEALTH AND WELFARE

14.1 Health, Dental and Life Insurance:

Effective at the signing of this agreement, the County shall contribute 85% of the premium for the full time employee and/or employee and dependents each month on either plan. The employee will contribute 15% of the premium each month for the duration of this contract ending June 30, 2021. The County will contribute 85% of the employee only rate per month for part time employees.

(Note: The County does not intend to provide dual or double coverage for an employee whose spouse is also covered under a County medical plan.)

If the employee and spouse are both employed by Hood River County, the County shall provide coverage at 85% of the Employee & Spouse premium rate for the applicable year for one full time employee per month until such time as another dependent is added to the coverage.

The County shall make available to employees, 30 days in advance of each contract year, a choice of a health plans unless the Benefit and Fact Finding Committee recommends a single plan. The County will not voluntarily change insurance carriers or benefit levels without first arranging to meet with the Education and Fact Finding Benefit Committee member volunteers and elected union officers to consider alternative plans and/or benefit levels. The Committee will make recommendations to the Board of Commissioners.

One plan shall include vision coverage. The County shall provide dental insurance coverage for eligible employees. Effective at the signing of this agreement, County shall contribute a maximum of \$105.00 per month for full family dental coverage.

The County shall provide a Life Insurance plan for each eligible employee.

14.2 Effective Date:

Medical, dental and life insurance shall become effective for employees on the first of the month following their date of employment. In order to maintain coverage, an employee needs to work 80 hours or more in the preceding month. Hours of work shall include sick leave hours, vacation hours, bonus time, and holiday hours.

14.3 Retirement Pick-Up:

The County will pick up or pay the employees' 6% retirement contribution to the Oregon Public Service Retirement Plan or its successor for all eligible employees.

14.4 Personal Choice Account:

Annually, the County agrees to offer to employees, a pre-tax compensation benefit Section 125 program, subject to authority and availability by the IRS.

ARTICLE 15 – SETTLEMENT OF DISPUTES

It is recognized that from time to time questions may arise concerning the provisions of this Agreement. To accommodate the amicable and timely resolution of such questions, the parties agree that when the parties to this Agreement disagree as to the respective interpretation or application of the provisions of this Agreement, such disagreement shall be settled according to the terms herein-under provided.

15.1 Grievance Definition

As used in this Agreement, the term "grievance" means any grievance or dispute which have risen between the parties with respect to the application, meaning, or interpretation of this Agreement.

15.2 Time Limitations and Procedures

A. Any and all time limits specified in the Grievance Procedure may be waived by mutual consent of the parties in writing. Failure of the aggrieved party to submit or prosecute a grievance in accordance with these time limits shall constitute complete and unequivocal abandonment of the grievance. Failure of the County to respond to a grievance within a stated time limit shall result in the automatic elevation of that grievance to the next step, up to but excluding step 4, pursuant to the procedures hereinafter provided.

Grievance Steps:

Step 1: The aggrieved employee shall, within ten (10) calendar days of the occurrence of his/her demonstrated first knowledge, whichever shall occur later, file in writing with the Department Head a written grievance. The written grievance shall provide:

- a) A specification as to the specific County action or lack of action that is the cause of the grievance;
- b) The specific Article(s) and Section(s) and Subsection(s) thereof alleged to have been violated; and
- c) The specific adjustment required. The Department Head shall investigate the particulars of the grievance and shall furnish a written reply within seven (7) calendar days of receipt.

Step 2: If the grievance is not resolved in Step 1, above, it shall be referred in writing by the employee or the Union, within fourteen (14) calendar days thereafter to the County Commission or designee. The written notice shall contain the items required in the notice specified in Step 1. The County Commission or their designee shall review the Step 1 grievance, consider the matter and issue a signed written decision within twenty eight (28) days.

Step 3: Within 14 days of the reply at step 2 the parties may decide to submit the unresolved issue to mediation where the cost of mediation will be shared equally. If the parties do not select mediation, they may advance to the next step.

Step 4: Grievances unresolved at Step 3 may be carried to Step 4 as follows:

A. Within ten (10) working days of the Step 3 cutoff date, the Union may initiate binding arbitration with the State Employment Relations Board (ERB) by sending a demand for arbitration and a request for a list of five (5) Oregon arbitrators to the ERB and mailing a copy to the County. The list of arbitrators requested shall be limited to those persons residing in the State of Oregon.

B. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union. Both the Employer and the Union shall have the right to strike two (2) names from the list. The party requesting arbitration shall strike the first name; the other party shall strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

The arbitrator shall be requested to render a decision within thirty (30) calendar days after the conclusion of the final hearing. ~~The arbitrator shall have no power to alter, modify, add to or subtract from the terms of this Agreement, or establish or change wage rates.~~ The decision of the arbitrator shall be binding upon both parties. The cost of the arbitrator shall be borne equally by both parties. Each party shall be responsible for the costs of presenting its own case to arbitration, including any outside witnesses and expert witness fees.

C. Nothing in this article is intended to preclude or prohibit informal discussions of a potential grievance between the employee and his/her immediate supervisor, provided that the time limit set forth herein is adhered to.

ARTICLE 16 - GENERAL PROVISIONS

16.1 No Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, religious beliefs, veteran status, sexual orientation, union affiliation physical or mental disability or political affiliation. The County shall

provide benefits to same-sex domestic partners under this Agreement to the same extent as it does for spouses, subject to availability of domestic partner benefit coverage from the County's employee insurance carriers. The Employee shall successfully meet the definition of same sex domestic partner and sign an affidavit provided by the County in accordance with said definition. The Union shall share equally with the employer the responsibility for applying this provision of the Agreement.

16.2 Personnel Files

There shall be only one (1) official personnel file. Other unofficial files may be kept by the department head. No grievance material, other than material relating to disciplinary actions, shall be kept in the personnel file after the grievance has been resolved. Any reprimand or other record of disciplinary action may be removed from the employee's personnel file after one (1) year from the date of its issuance provided the employee requests its removal in writing and the department head agrees to remove the material. Employees are entitled to prepare, in writing, his/her explanation or opinion regarding the prepared material. This shall be included as part of his/her personnel record until the material is removed. Employee must prepare his/her rebuttal on his/her own time and rebuttal must be submitted within 30 calendar days from the date the material was presented to the employee. An employee may, upon request, obtain copies of any of the contents of his/her personnel file, except for confidentially kept testing materials. An employee may include in his/her personnel file, copies of any relevant material he/she wishes, such as letters of favorable comment, licenses, certificates, college course credit, or any other material which relates creditably on the employee and his/her employment.

16.3 Job Posting

Except in emergency situations, the County agrees to post all job vacancies including new positions within the bargaining unit and for supervisory positions within the County for a minimum period of five (5) working days upon the established bulletin boards at all general employees work locations prior to filling the position.

ARTICLE 17 - LAYOFF AND RECALL

17.1 Layoff

In the event the County deems it necessary to lay off employees, such layoff shall occur within affected job classifications as determined by the County. Employees may bump to lower or lateral classifications within

the bargaining unit membership under this contract, provided that the employee has the knowledge, skills and ability to perform the duties of the classification as determined by the County, and has greater seniority than the incumbent to that classification. In the event 2 or more employees are determined equally qualified by the County, the senior employee shall be retained. In the event the Union considers the Supervisor's above determination as relative qualifications and ability to have been arbitrary and in bad faith, it may submit that question as a grievance for handling in accordance with the grievance procedure, commencing at Step 2. If an employee receives layoff notice, the County may make a reasonable effort to place the employee in another vacant County position, provided that the employee has the required knowledge, skills and ability.

Whenever possible, the County will give thirty (30) days' notice of layoff, and in no event less than fifteen (15) days' notice. Employees laid off shall be compensated for any accrued vacation hours.

17.2 Recall

In the event a reduction in force has occurred, employees will be recalled in the reverse order of lay off, provided such employee is qualified to perform the available work. Such recall shall first be offered to the most senior employee that left the position that is available.

Any employee will be eligible for recall for eighteen (18) months after the date of his/her layoff. The County shall notify a laid-off employee of a position opening by registered letter, return receipt requested, at his/her address of record as maintained in the employee's personnel file. It shall be the employee's responsibility to ensure that his/her current address is on file at the time the layoff occurs and to provide in writing by certified mail notification of any change of address following the date of layoff. The laid-off employee, upon receipt of notification of recall, shall send by certified mail a letter of Intent post-marked no later than five (5) calendar days from the date of receipt of such notification, indicating his/her acceptance or rejection of the position and have an additional fourteen (14) days thereafter in which to begin active employment. If the employee cannot be reached at his/her address of record or if he/she rejects any position offered to him/her which is at least equivalent to the one held prior to layoff, he/she shall forfeit all re-employment rights. Employees who wish to waive re-employment rights may do so by written notification to the County. Employees returning from layoff shall have previously accrued sick leave and seniority reinstated, but shall not receive benefits for the period of layoff.

ARTICLE 18 - EMPLOYEE DISCIPLINE

18.1 Discipline:

Disciplinary action may include, but is not necessarily limited to, the following:

- a) Verbal Warning;
- b) Written reprimand;
- c) Demotions;
- d) Suspension;
- e) Discharge.

A written reprimand may include notice of suspension, demotion or disciplinary probation or warning of further disciplinary action which will ensue upon repetition or further cause for disciplinary action.

18.2 Just Cause

Disciplinary action may be imposed upon an employee for failing to fulfill his/her responsibilities as an employee of the County. Conduct of an employee which hinders the operation of the County shall be considered just cause for disciplinary action. Also, the willful giving of false information, or the withholding of information in making application for employment or willful violation of departmental rules, shall be considered just cause for disciplinary action. Any disciplinary action imposed upon an employee shall be protested only as a grievance through the regular grievance or procedure for Settlement of Disputes. If the department head has reason to discipline one or more of their employees, they shall make reasonable efforts to impose such discipline in a manner that will not unduly embarrass or humiliate the employee or the public.

18.3 Suspension/discharge or reduction in pay

Discipline shall normally be progressive. Management may impose sanctions based on the totality of the circumstances and severity of the conduct. However, prior to taking any action of suspension, demotion, or discharge an employee may be immediately placed on administrative leave pending an investigation and completion of the due process steps if his/her continued presence on the job would constitute a safety hazard to himself/herself, the public, or to other employees or if the employee's continued presence on the job could be

potentially detrimental to County's investigation or County operations. Such Administrative leave shall be with pay. Disciplinary suspension shall not exceed two weeks.

ARTICLE 19 - SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specified in the court's decision, and the remainder of this Agreement shall not be affected thereby, and upon issuance of such a decision, the County and the Union will enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement.

ARTICLE 20 - EMPLOYEE DEVELOPMENT and TRAINING

Any time an employee is specifically required by management to participate in any development and training program or must do so to maintain certification/ licensing needed for their job shall be considered time worked for pay purposes, and any reasonable costs associated with that required training and development shall be assumed by the County. Employees shall provide copies of expenses such as hotel, meal receipt, parking, and registration forms in accordance with County policy.

ARTICLE 21- TRAVEL REIMBURSEMENT

21.1 Incidental Use

Whenever possible, a county vehicle shall be used for all job related travel. Use of County vehicle shall be for County purposes only and not combined with any personal use. In the event a County owned vehicle is not available or it is not practical for the employee, reimbursement for mileage shall be at the current IRS rate. Documentation of the miles claimed and approval of that claim by the Department Head is required.

In certain circumstances, personal vehicle use may be advantageous such as flying for county business and leaving a personal vehicle in airport parking. Pre-approval through Administration before incurring the mileage is required and only then will be reimbursed at the full IRS rate. Otherwise, the following will apply;

In the event an employee chooses to use their own vehicle in order to combine personal travel, the mileage documented for the county business travel will be reimbursed at 50% of the IRS rate adopted by the Administrator. The County policy exempting the county from liability of a personal vehicle used for County business, will apply.

21.2 Secondary reporting place

Home-to-work and work-to-home travel is generally unpaid time. Travel time that occurs during the course of a work day is considered time worked. On overnight trips, travel time that falls within the employee's regular work hours or the corresponding hours on days off must be paid. Use of personal vehicle applies as stated in 21.1.

21.3 Reimbursement

Reimbursement requests: Payment for mileage and parking fees shall be submitted within 30 days of incurring the expense and shall be reimbursed within thirty (30) days of the receipt of documentation as required by County policy.

ARTICLE 22 – DURATION AND TERMINATION

This Agreement shall be effective July 1, 2018 and shall remain in full force and effect until June 30, 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than January 15, prior to the expiration of subsequent anniversary date, that it wishes to modify this Agreement for any reason. In the event such notice is given, negotiations shall begin no later than thirty (30) days after said notice.

FOR THE UNION:

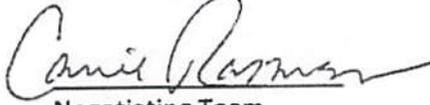
FOR THE COUNTY:

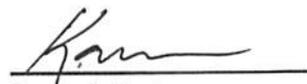
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Date: 11-18-19

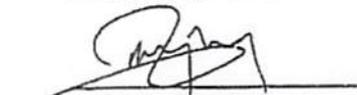
Local President

Chair, Board of Commissioners

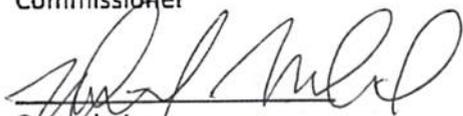

Negotiating Team

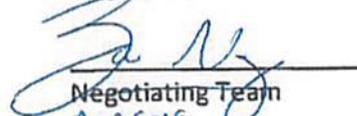

Commissioner


Commissioner


Negotiating Team


Commissioner


Commissioner


Negotiating Team
AFSCME
Council
Rep.

APPROVED AS TO FORM:


Bruce Bischof, Labor Counsel