

**Collective Bargaining Agreement**

**Between**

**Polk County, Oregon**

**And**

**Polk County Deputy District Attorneys**

**Sub Local 173 - 2**

**American Federation of State  
County and Municipal Employees**

**AFSCME**

**Effective January 1, 2016 through June 30, 2017**

## TABLE OF CONTENTS

ARTICLE I	Union Recognition	1
A.	Union As Exclusive Representative	1
B.	New Positions	1
ARTICLE II	Management Rights	2
ARTICLE III	Union Security and Check Off	3
Section 1	Fair Share Agreement	3
Section 2	Bargaining Unit Members Deductions	3
Section 3	Monthly Dues Approved	3
Section 4	Dues of Terminating Employees	3
Section 5	Religious Objections	3
Section 6	County Not Liable for Errors	3
Section 7	Change of Status List	4
Section 8	Union Indemnification of County	4
Section 9	Continuation of Dues Payments	4
ARTICLE IV	Hours Of Work	5
Section 1	Regular Hours	5
Section 2	Deputy District Attorneys On-call	5
ARTICLE V	Holidays	6
Section 1	List of Holidays	6
Section 2	Holiday Pay	6
Section 3	Weekend Holidays	7
Section 4	Holiday During Leave	7
Section 5	Holiday Work	7
Section 6	Holidays For Part-time Employees	7
ARTICLE VI	Sick Leave	8
Section 1	Sick Leave	8
Section 2	Sick Leave Without Pay	9
Section 3	Notification of Illness	9
Section 4	Sick Leave Accumulation for 4/10	9
Section 5	Sick Leave For Part-time Employees	9
Section 6	Sickness During Paid Vacation	9
Section 7	Sick Leave Administration	10
ARTICLE VII	Vacations	11

Section 1	Accrual of Vacation	11
Section 2	Scheduling Vacations	11
Section 3	Maximum Accrual	11
Section 4	Vacation Buyout	12
Section 5	Break in Service	12
Section 6	Termination or Death	12
Section 7	Vacation for Part-Time Employees	12
ARTICLE VIII	Other Leave	13
Section 1	Other Leaves of Absence With Pay	13
Section 2	Other Leaves of Absence Without Pay	13
Section 3	Military Leave With and Without Pay	13
Section 4	Peace Corps Service	13
Section 5	Parental Leave	14
Section 6	Union Leave	14
Section 7	Education Leave	15
Section 8	Bereavement Leave	15
ARTICLE IX	Seniority	16
Section 1	Definitions	16
Section 2	Layoff	16
Section 3	Recall	17
Section 4	Bumping	17
Section 5	Seniority Lists	17
ARTICLE X	Wages	18
Section 1	Compensation	18
Section 2	Advancement Through the Range	18
Section 3	Work Out of Class	19
Section 4	Pay Periods	19
Section 5	Reporting Time	19
Section 6	Distribution	20
Section 7	Regular Reporting Place	20
Section 8	Emergencies	20
Section 9	Employee's Use of Personal Vehicles	20
Section 10	Bilingual Pay	20
Section 11	Completion Date Performance Appraisals	20
ARTICLE XI	Discipline And Discharge	21
Section 1	Just Cause	21
Section 2	Suspension Pending Investigation	21
Section 3	Due Process	21

ARTICLE XII	Settlement Of Disputes	22
Section 1	Grievance Definition	22
Section 2	Exclusive Remedy	22
Section 3	Time Limitations & Procedures	22
Section 4	Grievance Steps	22
Section 5	Job Stewards	25
Section 6	Negotiation Team	26
Section 7	Union Meetings	26
ARTICLE XIII	General Provisions	27
Section 1	No Discrimination	27
Section 2	Bulletin Boards	27
Section 3	Visits by Union Representatives	27
Section 4	Personnel Rules	28
Section 5	Furnishing Labor Agreement	28
Section 6	Contract Work	28
Section 7	Job Sharing	28
Section 8	Use of County Property for Union Business	29
Section 9	Use of County Cell Phone/Smart Phone Policy	29
ARTICLE XIV	Workers' Compensation	30
Section 1	Employees to Be Insured	30
Section 2	County's Supplemental Payments	30
ARTICLE XV	Health Insurance And Welfare	31
Section 1	Medical Insurance	31
Section 2	Life Insurance	31
Section 3	Employee Participation	32
Section 4	Conversion of Sick Leave Upon Retirement	32
Section 5	Retirement	32
Section 6	Insurance for Part-time Employees	32
ARTICLE XVI	Savings Clause	33
ARTICLE XVII	Personnel Records	34
Section 1	Content of and Right to Inspect	34
Section 2	Signature of Employee on Documents	34
Section 3	Refusal to Sign by Employee	34
Section 4	Employee Written Rebuttal	34
Section 5	Additions and Deletions to File	34
Section 6	Copies of File Contents	35
Section 7	Official Personnel File	35
Section 8	Incorrect Critical Material	35

ARTICLE XVIII	Trial Service	36
Section 1	Trial Service Period	36
Section 2	Length of Trial Service	36
Section 3	Appointment to Regular Status	36
Section 4	Removal of Trial Service Employee	36
ARTICLE XIX	Inclement Weather	37
Section 1	Closing Operations After Reporting In	37
Section 2	Absence When Offices Open	37
ARTICLE XX	Employee Training	38
Section 1	General Training Activities	38
Section 2	Union Orientation for New Members	38
Section 3	Time of Training Periods	38
ARTICLE XXI	Drug & Alcohol Testing Policy	39
ARTICLE XXII	Entire Agreement	41
ARTICLE XXIII	Termination	42

◆ ARTICLE I ◆

UNION RECOGNITION

- A. Union as Exclusive Representative. The County recognizes the Union as the exclusive representative for all employees of the County except that the following categories shall be excluded from the bargaining unit.
1. All supervisory and confidential employees as defined by the listing of such employees in Enclosure 1.
  2. All part-time employees who are regularly scheduled to work less than 80 hours per month.
  3. All temporary employees as follows:
    - a. Those employees who are hired for a seasonal, limited-term or temporary employment need. Such an employee shall not be employed by the County for a period of more than 6 months in a 12 month period.
    - b. Those employees who are hired to replace employees who are on non-paid leave. Such an employee shall not be employed to replace any single employee for more than 12 consecutive months without the written consent of the Union.
  4. All employees who are currently in other bargaining units.
  5. All student employees. A student employee shall be an employee who as a result of a written agreement between the County and a college or university is allowed to apply his/her County employment towards meeting a part of the institution's course requirements.
- B. New Positions. If the County creates a new classification, position or job title (i.e., by assignment of an existing employee or the hiring of a new employee to such newly created classification), it shall, within 7 days of the date of hire of the new employee or of the date of assignment of the existing employee to the new class if applicable, notify the Union in writing of it's creation of new classification. Such notice shall include a declaration as to the bargaining unit status of the new position, wage schedule, classification and job description. If the Union disagrees with the bargaining unit status determination of the County, it shall have six months, pursuant to OAR 115-25-005, in which to file a unit clarification petition.

◆ ARTICLE II ◆

**MANAGEMENT RIGHTS**

It is recognized that an area of responsibility must be reserved so the County can serve the public effectively. Except to the extent expressly abridged by a specific provision of this Agreement, it is recognized that the responsibilities of management are exclusively functions to be exercised by the County and are not subject to negotiation or the grievance procedure. By way of illustration, and not of limitation, the following are listed as such management functions:

- A. The determination of the County's financial, budgetary, accounting and organizational policies and procedures.
- B. The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the County establishing personnel rules and regulations not inconsistent with any other term of this Agreement.
- C. The management and direction of the work force including, but not limited to, the right to determine the methods, processes, and manner of performing work; the determination of the duties and qualifications to be assigned or required and the determination of job classifications; the right to hire, promote, demote, transfer and retain employees; the right to discipline or discharge for proper cause; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the departments or divisions; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies; and the right to contract or subcontract any work.

This Article shall not preclude the Union and the County from either, (1) meeting during the period of the contract at the request of either party to discuss procedures for avoiding grievances and other problems and for generally improving relations between the parties, or (2) negotiating on any matter during the open negotiation period before termination.

◆ **ARTICLE III** ◆

**UNION SECURITY AND CHECK OFF**

**Section 1**

The County and the Union agree to a "Fair Share" agreement for all employees in the bargaining unit.

**Section 2**

Each employee who is a member of the bargaining unit which the Union serves as certified agent but who is not a member and chooses to remain not a member of the Union, and inasmuch as it is required that the Union represent every employee within the bargaining unit, making each employee thus a recipient of the Union's services, it is mutually agreed and recognized by the parties that each employee shall proportionately and fairly share in the cost of the collective bargaining process. Therefore, the cost per employee is fixed proportionately at the amount of dues uniformly required of each member of the Union, which amount shall be deducted monthly from each Union member and each non-Union member's compensation. The aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Union by the 10th day of the succeeding month after such deductions are made.

**Section 3**

Such uniform amounts as the Union Treasurer certifies to the County as the monthly dues approved by the members of the Union shall remain as the reasonable amount to be deducted hereunder.

**Section 4**

A like amount in lieu of dues will be automatically deducted from all employees in the bargaining unit who have not signed an authorization form requesting Union membership dues deduction. Employees terminating with less than ten (10) working days in any calendar month will not be subject to dues or a like amount in lieu of dues deduction.

**Section 5**

Any individual employee objection based on bona fide religious tenants or teachings of a church or religious body of which such employee is a member will require such employee to inform the county and the Union of his/her objection. The employee shall meet with the representatives of the Union and the County to establish a satisfactory arrangement for distribution of a contribution on an amount of money equivalent to regular Union membership dues to a charity.

**Section 6**

The County will not be held liable for check off errors but will make proper adjustment with the Union for errors, within fifteen (15) days of notification of the error.



## **Section 7**

The Employer agrees to furnish the Union, each month, a listing of all new employees hired during the month, of all employees who terminated during the month, of all employees who changed status from part time to full time during the month, and of all employees who changed status from full time to part time during the month. Such listing shall contain the names of the employees along with their job classifications, work locations and home addresses.

## **Section 8**

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 this Article. Such indemnification shall include, but not be limited to, any court costs, attorney fees and other expenses incurred by the County.

## **Section 9**

All members of the bargaining unit who are members of the Union as of the effective date of the agreement or who subsequently voluntarily become members of the Union shall continue to pay dues, or the equivalent, to the Union during the term of this agreement. This section shall not apply during the 30-day period prior to expiration of this Agreement for those employees who, by written notice sent to the Union and the Employer, indicate their desire to withdraw their membership from the Union. This section shall also not apply to any members who move into positions not represented by the union or who otherwise become ineligible for membership in the bargaining unit.

◆ **ARTICLE IV** ◆

**HOURS OF WORK**

**Section 1**

**Regular Hours**

Employees are exempt from state and federal overtime laws, and are expected to work a flexible, professional workweek on a salaried basis. The parties recognize that business hours for law offices and for most governmental agencies, including the courts, are from 8:00 a.m. to 5:00 p.m., Monday through Friday, which generally requires that, during this time, legal staff be available in order to perform timely and effective legal services. The work week shall begin at 12:01 a.m. Monday and end midnight on Sunday.

**Section 2**

**Deputy District Attorneys On-Call**

Deputy District Attorneys assigned on-call duties for the year shall receive administrative leave at a rate of eight (8) hours per calendar month.

Administrative leave shall accumulate throughout the calendar year and shall be paid off for any hours in excess of forty (40) hours every December 31<sup>st</sup>.

◆ ARTICLE V ◆

**HOLIDAYS**

**Section 1**

**Holidays**

The following days shall be recognized and observed as holidays for trial service and regular employees in the County service working fifty percent (50%) or more of the equivalent full-time position:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	
On Monday:	The whole day.
On Tuesday, Wednesday, Thursday:	1:00 to 5:00 p.m. or four hours paid leave depending on the work schedule.
On Friday, Saturday, Sunday:	No paid time off.
Christmas Day	December 25
Four floating holidays	Employees' choice subject to County staffing requirements.

The floating holidays will be converted to personal leave days (eight hours for full time employees) each fiscal year on July 1 and must be used by June 30 of the next year. Leave days shall be used in full day increments.

Also, any other holiday granted by the Board of Commissioners.

**Section 2**

**Holiday Pay**

Eligible full-time trial service and regular employees shall receive eight (8) hours pay for each of the holidays listed above on which they perform no work. All employees must be in paid status both the working day before and the working day after the holiday to be eligible to receive pay for the holiday. Part-time trial service and regular employees working fifty percent or more of full-time shall be paid for holidays on a pro rata basis (see Section 6 below).

### **Section 3**

#### **Weekend Holidays**

Whenever New Year's Day, Independence Day, Christmas or Veteran's Day fall on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever these holidays shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Employees working an irregular workweek shall receive the same number of holidays as employees working the regular workweek.

### **Section 4**

#### **Holiday During Leave**

Should an employee be on authorized leave with pay when a holiday occurs, such holiday shall not be charged against such leave.

### **Section 5**

#### **Holiday Work**

If an employee performs any authorized work on any of the holidays listed above, he/she shall be paid at the rate of time and one-half (1 1/2) for all hours worked in addition to his/her regular holiday pay. Such payment shall be paid as outlined in "Overtime", Section 5, Article X.

### **Section 6**

#### **Holidays for Part-time Employees**

Part-time employees working fifty percent (50%) or more of the equivalent full-time position shall accrue holidays on a pro-rata basis. Benefits will be set and changed according to Article IV, Hours of Work, Section 13, Proration of Benefits for Part-time Employees.

◆ ARTICLE VI ◆

**SICK LEAVE**

**Section 1**

**Sick Leave**

Sick leave shall be earned by each full-time employee in the classified service at the rate of eight (8) hours per month for employees working a forty (40) hour workweek. Sick leave may be accumulated without limit.

Employees may utilize their allowances of sick leave when unable to perform their duties by reason of illness or injury, necessity for medical or dental care, exposure to contagious disease under circumstances which the health of the employees with whom associated or member of the public necessarily dealt with would be endangered by attendance of the employee, or by illness in their immediate families, for such period as the employee has sick leave credit. The employee has the duty to insure that he/she makes other arrangements, within a reasonable period of time, for the attendance of family members.

After three (3) working days of sick leave for care of a family member, the employee shall discuss the situation with the supervisor. After 10 working days and with the approval of the department head, the employee may continue to use sick leave.

For the purposes of determining family members, the following shall be used: Father, mother, brother/sister, spouse, qualifying same-sex domestic partner children/stepchildren, mother-in-law, father-in-law, grandparents, grandchildren and documented member of household . In all other cases, absences shall be charged to accrued vacation leave where circumstances warrant.

If in the opinion of the department head, circumstances appear to warrant, the department head may require verification of the attending physician or practitioner to substantiate that an illness or injury prevents the employee from working. The Employer may also require the employee to substantiate the need for any absence to attend an ill family member.

The Employer, at its expense, may require a physician's certification of fitness to work.

No compensation for accrued sick leave shall be allowed for any employee when he/she is in a non-paid status. Sick leave shall not accrue during any period of leave of absence without pay. When an employee is transferred to, or appointed to another County department, his/her sick leave credit shall continue.

## **Section 2**

### **Sick Leave Without Pay**

For employees who exhaust sick leave benefits for circumstances that fall outside Federal or State family medical leave eligibility, an employee may request up to ninety (90) calendar days of sick leave without pay. This leave request will not extend family medical leave entitlement periods. The Board of Commissioners may grant such leave if it determines that the leave will not place any undue hardship on the organization. From time to time, the Employer may require that the employee submit a certificate from the attending physician or practitioner. The certificate shall establish that sufficient disability exists to justify the leave and that there is reasonable expectation that the employee will be able to return to work at the end of the leave. In the event of a failure or refusal to supply such certificate, or if the certificate does not clearly show sufficient disability to preclude the employee from the performance of duties, such leave shall be canceled and the employee's service terminated.

## **Section 3**

### **Notification**

Any employee who is ill and unable to report to work shall make reasonable effort to notify his/her immediate supervisor at least thirty (30) minutes prior to his/her reporting time unless other notification requirements are established by mutual agreement between the employee and the department head (see also Article IX, Section 1, "Abandons Position"). For employees who work swing shift or graveyard shift, notification shall be prior to 1:00 p.m.

## **Section 4**

### **Sick Leave Accumulation During 4/10 Workweek**

During those periods of time when the County has implemented the 4/10 workweek as provided by this contract, the accumulation rate of sick leave shall be eight (8) work hours per month for full-time employment. Employees shall make every effort to not schedule non-emergency medical or dental appointments during the 4/10 workweek.

## **Section 5**

### **Sick Leave for Part-time Employees**

Part-time trial service and regular employees working fifty percent (50%) or more of the equivalent full-time position shall accrue sick leave on a pro rata basis.

## **Section 6**

### **Sickness During Paid Vacation**

An employee who becomes ill during a period of approved vacation leave may not use sick leave in lieu of vacation. If the illness extends beyond the vacation period, only the time subsequent to the end of the vacation will be charged to sick leave.

## **Section 7**

### **Sick Leave Administration**

Charges against accumulated sick leave shall be made as actual time used, calculated in 15-minute increments.

◆ ARTICLE VII ◆

VACATIONS

Section 1

Accrual

Full-time trial service and regular employees having served in the County service for six (6) continuous calendar months shall be credited with 48 hours of vacation leave (see Section 6, Vacation Leave for Part-time Employees). Thereafter, employees shall accrue additional vacation time in accordance with the following schedule.

<u>Years of Service</u>	<u>Hours Accumulated Per Month</u>	<u>Maximum Accumulation</u>
A. Less than five (5) years of service	8.0	200.00
B. Five (5) years, but less than ten (10) years of service	10.0	200.00
C. Ten (10) years, but less than fifteen (15) years of service	12.0	250.00
D. Fifteen (15) years, but less than twenty (20) years of service	14.0	250.00
E. Twenty (20) or more years of service	16.0	250.00

Section 2

Scheduling Vacations

Vacation time shall be scheduled by the County. Whenever possible, employees shall have the right to determine vacation time, but in any case, vacation time shall be selected on the basis of seniority. Each employee will be permitted to exercise his/her right of seniority only once per two (2) calendar years. Under no circumstance shall an employee who has completed his/her initial six (6) months of service lose any accrued vacation time unless such employee fails to take such vacation leave as scheduled.

Section 3

Maximum Accrual

The maximum accumulation that a full-time employee will be allowed of earned vacation will be 200 hours for employees with less than ten (10) years of service and 250 hours for employees with ten (10) years or more of service. Employees will forfeit any hours in excess of their maximum accumulation on December 31<sup>st</sup> of each year or upon termination from County employment with two exceptions:



- 1) If there are extraordinary circumstances outside an employee's control, in which case, with the prior approval of the Board of Commissioners, employees may be paid for the excess hours;
- 2) If the County is unable to schedule vacation due to the departmental work schedule, the employee will receive payment for vacation time that he or she otherwise would lose because of the accrual limitation. "Termination from County employment" does not include termination caused by the death of the employee.

#### **Section 4**

##### **Vacation Buyout**

Each fiscal year, employees with vacation leave balances of 100 hours or more may elect during August and/or March payroll periods to cash out up to 40 hours of accrued vacation. Employees who wish to cash out (up to 40 hours) their vacation time shall note the amount of vacation time on their August or March timesheet. At no time shall the buyout cause the employee to drop below 40 hours of accrued vacation.

#### **Section 5**

##### **Break in Service**

Time spent by an employee on military leave, Peace Corps duty, sick leave resulting from an injury or illness incurred in the course of employment including Family Medical Leave, and/or any other paid leave shall be included as time worked for the purpose of determining length of service.

Time spent on other types of authorized leave will not be counted in determining length of service, provided that employees returning from such leave and employees on layoff status shall be entitled to credit for the length of service prior to the leave or layoff.

#### **Section 6**

##### **Termination or Death**

After six (6) months of service, upon the termination, for any reason, of an employee, or the death of an employee, all accumulated vacation and administrative leave shall be paid either to the employee or his/her heirs, whichever the case may be.

#### **Section 7**

##### **Vacation Leave for Part-time Employees**

A part-time trial service or regular employee working fifty percent (50%) of the equivalent full-time position shall accrue vacation leave on a pro rata basis. Benefits will be set and changed according to Article IV, Hours of Work, Section 13, Proration of Benefits for Part-time Employees.

◆ **ARTICLE VIII** ◆

**OTHER LEAVE**

**Section 1**

**Other Leaves of Absence With Pay**

Employees shall be granted leave with pay for service on a jury or when under court subpoena as a disinterested witness, provided the employee shall seek all fees due him/her for jury or witness duty, except mileage reimbursement, and the employee turns said fees over to the County. Upon being excused from jury or witness duty for any day an employee shall immediately contact his/her supervisor for assignment for the remainder of that workday.

Time off from work for appearances in court and other proceedings other than as provided above, shall be charged to accrued vacation, compensatory time or leave without pay.

**Section 2**

**Other Leaves of Absence Without Pay**

In instances where the work will not be seriously handicapped by the temporary absence of an employee, the appointing power may grant a leave of absence without pay not to exceed ninety (90) calendar days. Leaves of absence without pay for periods in excess of ninety (90) days per calendar year must be approved by the governing body. Request for such leave must be in writing and must establish reasonable justification for approval of the request. Normally, such leave will not be approved for an employee who is accepting employment outside the County service. Sick leave, vacation and holidays and the employee's health insurance payment shall be prorated based on time worked in a month.

**Section 3**

**Military Leave With and Without Pay**

Military leave shall be granted in accordance with State Law and Federal Law & Regulations.

**Section 4**

**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.

## **Section 5**

### **Parental Leave**

Employees requesting parental leave as provided under Federal and/or Oregon law shall be permitted to use a combination of accrued vacation, compensatory leave, sick leave and leave without pay. Employees are expected to exhaust their paid leave benefits before taking parental leave without pay, except that a 40-hour vacation/sick balance may remain if requested by the employee.

## **Section 6**

### **Union Leave**

- A. Leave with pay may be granted if the County feels that the Union Representatives attendance at labor relations education programs would be mutually beneficial to the County and the Union. Such paid leave shall not exceed a total of five (5) days per contract year. These five (5) days shall be considered as a pool from which employees granted such leave shall charge their time.
- B. Union officers, stewards and other employee members of the Union may be granted up to ninety (90) days leave without pay and without loss of status or seniority. Leave accruals, insurance and other benefits shall be prorated the same as other leaves without pay. Such leave may be granted upon request of the Union President made to the County Board of Commissioners not less than ten (10) days in advance of the commencement of the requested leave. The leave may be granted subject to the employee's department operating requirements and needs. The number of Union Representatives absent on Union leave from any one department shall not exceed one (1) at any one time.
- C. An employee on paid leave, or whose salary is reimbursed to the County by the Union, will continue to accrue all benefits.

## **Section 7**

### **Education Leave**

After completing two (2) years of continuous service, an employee, upon written request, may be granted a leave of absence without pay by the Board for the purpose of upgrading professional ability through enrollment in education courses at an accredited school. 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 Board. In reaching their decision, the Board or their designee shall provide the employee and/or the employee's representative with the opportunity to be heard on the matter.

## **Section 8**

### **Bereavement Leave**

When a member of the employee's or employee's spouse's immediate family has died, up to 3 days per death bereavement leave with pay shall be granted to an employee by the County for the period of

time the employee is unable to perform his/her duties. Bereavement Leave shall not accumulate from year to year. With approval of the department head, the employee may use accrued compensatory time and vacation and leave without pay in addition to the 3 days bereavement leave.

For purposes of bereavement leave only, immediate family shall be defined as: father, mother, brother, sister, spouse, qualifying same sex domestic partner, children or step-children, step-parent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, uncle, aunt, nephew, niece and documented members of household.

◆ **ARTICLE IX** ◆

**SENIORITY**

**Section 1**

**Definition**

Seniority shall be defined as follows:

- A. Total length of unbroken service within the County, excluding time in temporary positions.
- B. If two (2) or more employees were hired the same day, the most senior employee shall be determined by drawing their name out of a hat at the time of hire.

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.

An employee's seniority will terminate if he/she resigns, retires, is discharged, abandons his/her position, does not accept an offer of recall from layoff, except as provided for in the Recall section of this article; or is not recalled from a layoff list within one (1) year.

"Abandons Position": If the employee is absent for 16 consecutive working hours without having contacted his/her supervisor, the employee shall be considered to have resigned his/her position with the County unless conditions or situations beyond the employee's control prevented contacting the supervisor.

"Does Not Accept an Offer of Recall from Layoff": If the employee fails to:

- a. Maintain on file with the County a current address and phone number where he/she can be reached during the period of the layoff;
- b. Provide written acceptance of a position that is offered to him/her within 72 hours of receipt of such offer; or
- c. Report for work within 15 days of the date of receipt of the recall notification.

**Section 2**

**Layoff**

In the event it becomes necessary to lay off employees for any reason, the employees shall be laid off in the inverse order of their County seniority, by classification within the department that is affected by the layoff. The County shall give written notice of a pending layoff to any trial service and regular status employee at least thirty (30) calendar days before the effective date stating the reason for the layoff.

### **Section 3**

#### **Recall**

Employees shall be recalled from layoff according to their seniority. No new employees shall be hired until all employees on layoff status have had an opportunity to return to work in accordance with this article.

Employees shall have recall rights to positions other than their original job in their former classification or in classifications they qualify for with pay equal to or less than the pay of their former classification. Employees recalled to positions other than their original job shall be placed at the same pay step they held before layoff, whether the salary range is equal to or lower than their former range, and be subject to a four week trial period. If they fail the trial period, they shall be returned to the layoff list until the original one-year layoff period expires. In no case, shall recalled employees go through a trial period for the job they occupied before layoff.

Employees who have been on a layoff for more than one (1) year, or accept any recall from layoff at the same salary as the original job, or resign after being recalled shall not be subject to recall. Employees who accept a position with lower pay than the job from which they were laid off, or who bump into a lower paying position, shall have one more recall opportunity within one year of the original layoff to be recalled to a position in a higher class, but not to a class with a higher salary than the one from which they were laid off.

An employee laid off from a full-time position may decline recall to a part-time position and continue to be subject to recall. An employee laid off from a part-time position may decline recall to a position requiring more hours of work than before layoff and continue to be subject to recall. Otherwise, any employee who declines a recall from layoff shall not be subject to recall.

### **Section 4**

#### **Bumping**

When an employee is laid off due to reduction in the work force, the employee shall be permitted to exercise his/her seniority rights to bump - replace an employee with less seniority. Such employee may, if the employee so desires, bump the least senior employee in the department, in an equal or lower job classification provided the bumping employee has greater bargaining unit seniority than the employee whom he/she bumps, and further, provided the bumping employee is qualified to do the work.

### **Section 5**

#### **Seniority Lists**

A list of employee seniority shall be posted on the first business day of January.

◆ **ARTICLE X** ◆

**WAGES**

**Section 1  
Compensation**

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Wage Schedule & Implementation, effective on January 1, 2016.

Effective July 1, 2016 employees shall receive a 1.0% COLA and on January 1, 2017 employees shall receive a 1.0% COLA.

The Board may move an entire classification on the Wage Schedule to a higher range on the schedule. The Board may reclassify a position from one classification to another. The Board may not, without approval of the Union, change the pay rate of a position except by the reclassification of the position. The Board shall notify the Union of any movements of classifications to different ranges or reclassification of positions to different classifications.

When any new position not listed on the Wage Schedule is established, the Employer shall designate a salary range for such position. In the event that such new position is determined to be within the bargaining unit, and the Union does not agree that the designated range is proper, the Union shall have the right to negotiate on the matter.

**Section 2  
Advancement Through the Range**

Advancement through the salary range shall be based upon the satisfactory performance of the employee.

- A. Advancement to the 2nd step of the salary range on the first of the month following six (6) full months of satisfactory service at the minimum rate.
- B. Advancement to the 3rd step of the salary range after one (1) additional year of satisfactory service at Step 2.
- C. Advancement to the 4th step of the salary range after one (1) additional year of satisfactory service at Step 3.
- D. Advancement to the 5th step of the salary range after one (1) year additional satisfactory service at Step 4.
- E. Advancement to the 6th step of the salary range after one (1) year additional satisfactory service at Step 5.
- F. Advancement to the 7<sup>th</sup> step shall occur after one (1) year additional satisfactory service at step 6.

**Section 3**  
**Work Out of Class**

Whenever an employee performs the major distinguishing duties of a higher class for 40 consecutive hours of work or more, excluding sick leave and holidays, in a classification above that in which the employee is normally classified, the employee shall be paid one step (4%) above his/her regular rate or the first step of the class to which he/she is temporarily assigned, whichever is the greater amount. Paid sick leave and holidays shall not be considered as a break in 40 consecutive hours of work.

The Employer shall not abuse the requirement of 40 hours of work to avoid the payment of working out of classification.

**Section 4**  
**Pay Periods**

Employees shall be paid on a monthly basis with the payday being the last working day of the month. In the event of a bona fide emergency, an employee may request and, if approved by the County, shall receive a pay advance.

**Section 5**  
**Reporting Time**

Any employee who is scheduled to report for work and who presents himself/herself for work as scheduled, but where no work is available to him/her, shall be excused from duty and paid at his/her regular rate for two (2) hours work.

**Section 6**  
**Distribution**

A department head may at his/her discretion determine when overtime work is required and may designate specific employees to perform such overtime work.

**Section 7**  
**Regular Reporting Place**

The employees' reporting place shall be determined by the County. Employees shall not be required to report to locations outside of the County except by mutual consent of the parties. The employee's regular reporting place shall be the worksite where the employee begins their shift.

**Section 8**  
**Emergencies**

An emergency shall be defined as a circumstance out of the control of the County.



**Section 9**  
**Employee Use of Personal Vehicle**

In the event that it is to the convenience of the Employer to have an employee use their personal car, the employee shall be compensated at the rate established by the Internal Revenue Service for mileage reimbursement.

The County shall assign an employee to a designated work site. All work-related travel after arrival at the reporting worksite shall be reimbursed to the employee.

Employees may be required to provide an automobile as a condition of employment.

Employees who drive their own vehicles in the performance of their duties must have at all such times the personal liability insurance required of private individuals by ORS 806.080. Employees who use their personal vehicle for County business shall submit documentation from the insurance company to their department head showing certification of insurance. The County shall be notified by the employee within 10 days when the insurance is canceled.

**Section 10**  
**Bilingual Pay**

The County shall pay 5% in addition to the regular rate of pay to employees who use another language including American Sign Language in addition to English on the job when it is used on a recurrent, regular basis in the course and scope of their work assignment. The County will approve employee positions for bilingual pay and determine the qualifications to be eligible for it.

**Section 11**  
**Performance Appraisals**

The purpose of this section is to provide clarification of Personnel Rule 9.1.3 as applied to this agreement's Section 2 "Advancement Through the Range". A new hire who has completed the probationary period to the County shall be appraised on the completion date of the probationary period. A regular employee will be evaluated on the employee's anniversary date. If either of those days is not a regular business day, the appraisal shall occur on the next business day.

If the appropriate performance appraiser is unavailable to perform the appraisal the employee's probationary period completion date or the employee's Anniversary Date, the performance appraisal may occur up to 14 days before or after the probationary period completion date or Anniversary Date so long as it does not delay the employee's related advancement through the salary range and timely receipt of the next step on the salary range. Management will serve the employee with notice of the performance appraisal deviation as soon as practicable. Such notice will indicate the rescheduled date and time of the performance appraisal.

◆ **ARTICLE XI** ◆

**DISCIPLINE AND DISCHARGE**

**Section 1**

**Just Cause**

Disciplinary actions taken against employees shall be limited to the following: written reprimand, disciplinary probation, reduction in pay or other monetary assessment, demotion, suspension, or discharge and shall be progressive in nature. Disciplinary action shall be for just cause only and will not be taken against an employee without procedural due process as herein defined, except as follows:

Demotion: A demotion during a promotional probationary period that is in lieu of a layoff or that is a reclassification shall not be the basis for a claim of a violation of this Article.

If the County has reason to reprimand an employee, it shall be in a manner that is least likely to embarrass the employee before other employees and the public.

**Section 2**

**Suspension Pending Investigation**

An employee may be immediately suspended 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 or to other employees or be potentially detrimental to County operations. Such suspension shall be with pay.

**Section 3**

**Due Process**

Due process shall require, except for written reprimands, the following:

- a. Before the County notifies the employee of disciplinary action pursuant to part b of this section, the employee will be served with a written notice and provided an opportunity to respond as follows:
  1. The employee shall be advised that disciplinary action is being considered.
  2. The specific charges or performance deficiencies will be identified.
  3. The employee will be advised of his/her right to meet with the supervisor with or without Union representation and respond to the charges. The employee may respond in writing.
- b. After the above due process or response and any appropriate additional investigation has been completed, the supervisor shall make a decision and give written notice to the employee.

◆ ARTICLE XII ◆

SETTLEMENT OF DISPUTES

Section 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, except performance appraisals. The County agrees to meet with the Union to review employee disagreements with performance appraisals.

Section 2

Exclusive Remedy

Grievances shall be initiated and processed in the manner provided herein, which procedure the parties mutually acknowledge to be the exclusive and binding process for the resolution of disputes constituting grievances as herein defined. The parties do not waive their rights as provided by law.

Section 3

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.

- B. The parties may, by mutual agreement in writing in a particular case, provide for any amendment, waiver, modification or addition to the rules and procedures herein set forth, which agreement shall not affect subsequent cases.

Section 4

Grievance Steps

*Grievance at Step 1:*

- A. A grievance at Step 1 shall be initiated by the filing of a written grievance with the employee's immediate supervisor, or if the employee has no immediate supervisor, with the grieving employee's department head, within the ten (10) working days after

occurrence of the circumstances giving rise to the grievance or when the employee knew or should have known thereof.

- B. The employee may elect to be represented exclusively by a Union steward with or without the employee's presence; may elect to have a steward present during the proceedings or may elect, with notification to the Union, that the employee has chosen to proceed without Union representation as authorized by ORS 243.666(2).
- C. The written grievance shall include:
  - 1. The name and position of the employee by or on whose behalf the grievance is brought.
  - 2. The date of circumstances giving rise to the grievance and the date of the employee's first claimed knowledge thereof, if later.
  - 3. A statement of the grievance including all relevant facts necessary to an understanding of the employee's position, and the specific provision or provisions of this Agreement alleged to have been violated.
  - 4. The remedy or relief sought by the employee.
  - 5. The signature of the person submitting the grievance and the person's name and position.
- D. Within ten (10) working days of the receipt of the written grievance, the supervisor shall respond and attempt to adjust the matter.

*Grievance at Step 2:*

Grievances unresolved at Step 1 shall be carried to Step 2 as follows:

- A. Within ten (10) working days after the immediate supervisor's response was due, the aggrieved employee shall file with his/her department head a completed Step 1 written grievance, together with the supervisor's response if in writing or a statement of the supervisor's response. Upon receipt of the Step 2 grievance, the department head shall forward a copy of the grievance to the Union if the aggrieved employee is not represented by a steward.
- B. Within ten (10) working days following the receipt of the grievance, the department head, or his/her designee, will investigate the grievance and respond in writing to the aggrieved employee. At any time following the department head's receipt of the grievance and before the cutoff date, the department head, the aggrieved employee and the steward representing the employee may meet for the purpose of clarifying the issues presented by the grievance. If agreed to and held, such a meeting shall not delay the Step 2 cutoff date unless all parties agree to extend the time limits in accordance with Section 3.

- C. If the aggrieved employee elects to represent himself/herself at any Step 2 meeting and the Union desires to participate in the role of observer, the Union shall be represented by its designated steward.
- D. If after the tenth (10th) day following the department head's receipt of the grievance, the department head has not responded in writing, or if the aggrieved employee is not satisfied with the department head's Step 2 response, the aggrieved employee may carry the grievance to Step 3. This tenth (10th) day shall be known as the Step 2 cutoff date.

*Grievance at Step 3:*

Grievances unresolved at Step 2 shall be carried to Step 3 as follows:

- A. Within ten (10) working days following the Step 2 cutoff date, the aggrieved employee shall file with the Board of Commissioners a written expression stating forth why the previous two County responses to the Step 1 grievance have failed to resolve it, along with the original grievance filed at Step 1.
- B. Upon the filing of the grievance at Step 3, the Board of Commissioners shall, in the following order and within ten (10) working days:
  - 1. Immediately forward a copy of all Step 3 grievance documents to the Union unless the Union presently represents the aggrieved employee.
  - 2. Conduct whatever investigation is necessary to satisfy themselves of the facts surrounding the grievance.
  - 3. Reduce to writing the facts which he/she finds to be determined of the grievance and their conclusions as to the merits of the grievance.
  - 4. Forward copies of such findings and conclusions as to the aggrieved employee to the Union. At any time following the Board of Commissioners' receipt of the grievance, and before the cutoff date, the Board of Commissioners, the aggrieved and the Union shall meet for the purpose of clarifying the issues presented by the grievance.
- C. Within ten (10) days of the receipt of the Board of Commissioners' findings and conclusions, the Union shall either:
  - 1. Inform the Board of Commissioners that the grievance has been resolved for all purposes under this contract.
  - 2. File with the Board of Commissioners a written notice of rejection of one or more of the specific conclusions of the Step 3 response and intent to proceed to Step 4 to appeal the remaining unresolved grievance issues. The filing of this notice of rejection shall constitute the Step 3 cutoff date.

*Grievance at Step 4:*

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

- A. Within ten (10) working days of the Step 3 cutoff date, the Union shall 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 within five (5) working days after notice has been given. If the parties fail to select an arbitrator, the Employment Relations Board shall be requested by either or both parties to provide a panel of five (5) arbitrators.

Both the Employer and the Union shall have the right to strike two (2) names from the panel. 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 twenty (20) 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. However, after filing the written grievance Step 1, no further informal discussion shall occur without the mutual consent of the parties.
- D. This grievance procedure does not provide for class action grievances to be instituted by the Union at any level except at Step 1 with an employee's immediate supervisor.

## **Section 5**

### **Job Stewards**

The Union shall certify in writing to the County employees authorized to act as Job Stewards. The Union will send updates as necessary.

Stewards may receive but not solicit, and may discuss, complaints and grievances of employees on the premises and time of the County, but only to such extent as does not neglect, retard or interfere with the work and duties of the stewards or with the work or duties of employees. Stewards shall be granted reasonable time off during regularly scheduled working hours without loss of pay or other benefits to investigate grievances upon approval of their immediate supervisor. Stewards shall record the

time they use investigating grievances on their monthly time sheets. If the permitted activities would interfere with either the steward's or the grievant's duties, the direct supervisor(s) shall, within the next working day, arrange a mutually satisfactory time for the requested activities. No more than one (1) steward shall be involved in the same grievance.

## **Section 6**

### **Negotiation Team**

Negotiations will be on County time and without loss of pay for two (2) employees selected by Union to represent the Union in negotiations. Negotiation sessions that are outside the employee's regular work schedule shall not be compensable. Should the Union determine a particular item requires specific input, a fourth member may be added to the bargaining team for the purposes of that input.

## **Section 7**

### **Union Meetings**

The Board of County Commissioners or their designee(s), shall meet at mutually convenient times with the Union Steward Committee. Steward Committee meetings with the Employer may be held during working hours, on the Employer's premises, and without loss of pay for a maximum of two (2) members of the Union. The purpose of Steward Committee meetings will be to discuss with the Employer any issues which would improve labor relations between the parties.

◆ **ARTICLE XIII** ◆

**GENERAL PROVISIONS**

**Section 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, sexual orientation, race, color, creed, national origin or political affiliation. The Union and the County shall work diligently in applying this provision of the Agreement.

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

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer, or any Employer representative, against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination or restraint.

**Section 2**

**Bulletin Boards**

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards to official Union activities of a non-political nature. For the purpose of this section, the term political shall mean any subject matter, political party or person for which support or solicitation of votes is sought.

**Section 3**

**Visits by Union Representatives**

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, whether Local Union representatives, Council representatives or International representatives, upon proper introduction to the department head shall have access to the premises of the Employer at any time during working hours, so long as it does not interfere with the employee's work performance.



## **Section 4**

### **Personnel Rules**

The Union and the County recognize and agree that the County Personnel Rules have in the past and may from time to time in the future, be added to, modified or eliminated in whole or in part. Notwithstanding the requirements of ORS 243.650 to 782, the County shall have no duty to bargain over: 1) the decision to make such changes or 2) the impact that such changes may have. The County Personnel Rules shall be equitably enforced amongst all bargaining unit members.

## **Section 5**

### **Furnishing Labor Agreement**

The Employer agrees to furnish each employee in the bargaining unit with a copy of this Agreement thirty (30) days after it becomes effective. New employees shall be provided a copy of this Agreement at the time of hire.

## **Section 6**

### **Contract Work**

Employer shall have the right to contract or subcontract out any matters as required by Oregon Public Contracting Law.

Further, the Employer shall have the complete right to contract or subcontract out any work of any employees without the obligation or duty to bargain over the right to contract or subcontract such work.

It is expressly and clearly understood between the parties that the duty to bargain over the right to contract or subcontract out is expressly waived by the Union.

The Employer agrees to notify the Union prior to making any final decision regarding contracting which would displace current employees, and, upon request, to meet and confer with the Union regarding the decision.

The parties agree there shall be no impact bargaining except for current employees displaced by contracting or subcontracting. The Employer shall not lay off any current employees with the intent to contract or subcontract out that position, without the duty to meet and confer with the Union regarding that decision to contract or subcontract out and the duty to bargain over the impact of that decision.

## **Section 7**

### **Job Sharing**

An employee who desires to job share shall notify his/her department head. If the supervisor approves the request, a "job share" position will be opened consistent with County procedures. All

benefits will be pro-rated according to the amount of time worked subject to the terms of Article XV, Health and Welfare.

## **Section 8**

### **Use of County Property for Union Business**

Employees may use County equipment, facilities, or any other County property for notice of and conducting scheduled union membership meetings.

## **Section 9**

### **Use of County Cell Phone or Smart Phone Policy**

Employees may use a County issued cell phone and/or have access to the County's Smart Phone policy to conduct business of the Office.

◆ ARTICLE XIV ◆

**WORKERS' COMPENSATION**

**Section 1**

All County employees will be insured under the provisions of the Oregon State Workers' Compensation Act for injuries received while at work for the County.

**Section 2**

The County shall pay to the employees the difference between what the employee receives from Workers' Compensation insurance and his/her regular salary rate. The dollar value paid by Polk County shall be converted to the employee's hourly wage rate and charged on an hourly basis against the employee's accrued sick leave. If the employee has no accrued sick leave, then the charge shall be accrued against the employee's vacation leave or compensatory time leave. Upon the exhaustion of the employee's sick leave, vacation leave or compensatory time, the County's supplemental payments shall cease.

For the purpose of determining calculations hereunder, the day of injury shall be considered a workday, and the employee shall receive his/her regular wages that day.

◆ ARTICLE XV ◆

**HEALTH INSURANCE**

**Section 1**

**Medical Insurance**

Beginning January 1, 2016 and continuing through the life of the contract, the County will contribute 85% of the monthly premium per employee toward the cost of a health and dental plan.

The County will maintain the current health insurance plans offered to the employee. If health insurance premiums increase more than 20% in any given year, modifications/reductions in the health plan may be instituted by the County, after reaching an agreement with the Union, to reduce the premium increase to less than 20%.

Employees will pay the remaining 15%. Employees who decline (opt out) health insurance shall receive \$250.00 a month. To be eligible to receive opt out compensation, the employee must be able to show proof of health insurance coverage.

The parties agree that if the cost of a current insurance plan is projected to increase and the parties agree to substitute a plan with a lesser premium the bargaining unit members 15% contribution of the substituted plan will be reduced by 50% of the difference between the projected plan cost and that of the agreed upon substituted plan. (see costing example Enclosure #3)

The County and the Union shall form a benefits committee consisting of two appointed members from each party to review benefits and cost trends and make recommendations to the parties. This committee shall meet quarterly or more often if deemed appropriate by the parties. The County Administrative Officer and the Union Council representative shall attend meetings of the Committee in an advisory capacity.

The County shall offer all employees, at no cost to the employee, a long-term care plan. The plan shall be known as the Long Term Care Base Plan offered by UNUM Life Insurance Company of America.

Domestic partner health insurance will be offered to a qualified same sex partners.

**Section 2**

**Life Insurance**

All full-time employees and their families shall be covered after thirty (30) days by a group life insurance plan. Employees shall be covered in the amount of \$50,000. The employee's spouse and dependents shall be each covered by a \$2,000.00 policy subject to the limitations of that policy. The County shall provide full funding of the cost of such life insurance for the term of this Agreement.

### **Section 3**

#### **Employee Participation**

Employees desiring to participate in other optional insurance programs currently authorized by the County may do so at their expense (pursuant to Section 1 of this article) on payroll withholding. Employees on a non-paid leave status must make their own arrangements with the Payroll Department to continue insurance benefits at their own expense, subject to the contract terms and conditions between the County and the insurance carriers.

### **Section 4**

#### **Conversion of Sick Leave Upon Retirement**

Upon retirement under the Public Employee's Retirement System, an employee's accumulated sick leave will be credited to the Public Employee's Retirement benefits as provided and in accordance with Oregon Revised Statute 237.153 relating to such conversion and as administered by the Public Employee's Retirement System.

### **Section 5**

#### **Retirement**

The County agrees to continue to be a member of the Public Employee's Retirement System, to pay the retirement contribution of six percent (6%) required of each employee as provided by Oregon Revised Statutes and Rules of the Public Employee Retirement Board. While the County's intent is to continue the 6% pick-up, should the laws change for either PERS or OPSRP, the County and Union agree to a reopener to bargain such changes.

### **Section 6**

#### **Insurance for Part-time Employees**

Part-time trial service and regular employees working fifty percent (50%) or more of the equivalent full-time position shall be eligible to receive county-paid insurance on a pro rata basis if so elected by the employee.

**◆ ARTICLE XVI ◆**

**SAVINGS CLAUSE**

Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section or portion thereof.

## ◆ ARTICLE XVII ◆

### PERSONNEL RECORDS

#### Section 1

An employee or the Union, with the employee's written permission, may, upon request, inspect the contents of his/her official County personnel file.

No grievance material, other than material relating to disciplinary actions, shall be kept in the personnel file after the grievance has been resolved. No material of an adverse nature may be used against an employee unless introduced into his/her official personnel file as described in this article.

#### Section 2

No performance evaluation or disciplinary actions shall be placed in the employee's personnel file that do not bear the signature of the employee. The employee shall be requested to sign such material to be placed in his/her personnel file provided the following disclaimer is attached:

"Employee signature confirms only that the supervisor has discussed and given a copy of the material to the employee, and does not indicate agreement or disagreement."

Good faith, substantial compliance with this provision will be allowed.

#### Section 3

If the employee is not available within a reasonable period of time or the employee refuses to sign the material, the Employer may place the material in the file, provided a statement has been signed by two (2) management representatives and a copy of the document was mailed to the employee at his/her address of record and a copy to the Union.

#### Section 4

If the employee believes that any of the above material is incorrect or a misrepresentation of facts, he/she shall be 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. The employee may use his/her regular work station/site through an arrangement approved by his/her supervisor.

#### Section 5

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. Material reflecting caution, consultation, warning, admonishment or reprimand may at the discretion of the employer, be removed from the employee's personnel file after one (1) year upon request of the employee. The provisions of this section shall not be subject to the Grievance Procedure.

## **Section 6**

An employee may, upon request, obtain copies of any of the contents of his/her personnel file, except for confidentially kept testing materials.

## **Section 7**

There shall be only one (1) official personnel file. Other unofficial files may be kept by the department head.

## **Section 8**

Material reflecting critically or adversely on an employee proven to be materially incorrect shall be removed from the personnel file.



## ◆ ARTICLE XVIII ◆

### TRIAL SERVICE

#### Section 1

Each employee appointed to a position in the bargaining unit by promotion, or voluntary transfer into the bargaining unit, shall, with each appointment, serve a trial service period.

#### Section 2

The trial service period is recognized as an extension of the selection process. It is the time immediately following appointment, and shall not exceed six or five full calendar months of actual service in the position. All newly hired employees shall serve a 6 month trial service period. Promoted and transferred employees shall serve a 5 month trial service. Promoted or transferred employees not passing their five months trial service shall be returned to their former position. Trial service may be extended only in instances where a trial service employee has been on cumulative leave without pay for fifteen (15) days or more, and then only by the number of days the employee was on such leave, or as described below for Professional/Technical employees.

Professional/Technical employees in classifications listed in Enclosure 2 may have their trial service extended an additional 6 months. The extension will be accomplished only upon written notice to the Union 2 weeks prior to the expiration of the initial 6 months trial service. The purpose of the notice is to provide an opportunity to meet and confer to clarify issues. All new and promoted employees hired at the first step in the salary range shall receive a 6 month salary adjustment upon satisfactory completion of the 6 month performance review requirements. Employees hired at a step higher than the first will be eligible for a salary adjustment after 12 months.

#### Section 3

When, in the judgment of the County, performance has been adequate to clearly demonstrate the competence and fitness of the trial service employee, then, at any time, the Employer may appoint the employee to regular status.

#### Section 4

Trial service employees may be removed from service when, in the judgment of the department head, based on consultation with the immediate supervisor, it is determined that the employee does not demonstrate the competence and/or fitness for the position, or it is in the best interest of the County to terminate the employee. Such removals under this article are unconditional and not subject to appeal or the Grievance Procedure.

◆ ARTICLE XIX ◆

INCLEMENT WEATHER

**Section 1**

When, in the judgment of the County, weather conditions require the closing or curtailing of operations after the employee reports to work, the employee shall be paid for the remainder of his/her shift.

**Section 2**

When individuals are late or unable to report to work, employees shall use either vacation or accrued compensatory time to make up those hours lost because of inclement weather. In the event that an employee has no vacation or accrued compensatory time, time lost shall be considered approved leave without pay.

◆ ARTICLE XX ◆

**EMPLOYEE TRAINING**

**Section 1**

**General Training Activities**

The County shall encourage and promote training opportunities for employees to the end that services they render to the County may be made more effective. The County shall assist appointing powers in meeting training needs of their agencies; and in cooperation with appointing powers, shall encourage the development of departmental training programs designed to meet personnel needs and to prepare employees for promotion to positions of greater responsibility.

**Section 2**

A selected representative of the Union will be allowed fifteen (15) minutes without loss of pay during the orientation process to discuss the Union and sign new members.

**Section 3**

**Time of Training Periods**

Training programs may be conducted during or after regular working hours or both. Attendance by employees at training sessions conducted after regular working hours shall be in accordance with the Fair Labor Standards Act for non-exempt employees. Exempt employees shall be granted an equal amount of compensatory time off.

◆ ARTICLE XVI ◆

**DRUG AND ALCOHOL TESTING POLICY**

The County and Union are committed to maintaining high standards of employee safety, productivity and reliability, as well as high standards of fair enforcement integrity. In furtherance of these objectives, the County strictly prohibits employees from reporting to work or returning to duty with any amount of drugs or alcohol in their systems. "Drugs" refers to marijuana, cocaine, opiates, amphetamines, phencyclidine and controlled substances as defined under Oregon criminal codes.

(A) Mandatory Testing. To assist in the enforcement of this policy, the County and Union agree that mandatory employee testing will be required in the following circumstances:

1. Probable Cause Testing. All bargaining unit employees will be required to immediately submit to blood, breathalyzer and/or urinalysis testing for the detection of alcohol and/or drugs when there is probable cause that the employee has reported to work or has returned to duty with drugs or alcohol in his/her system. When feasible, the signs and symptoms giving rise to the determination of probable cause will be observed by another bargaining unit employee.

Employees who engage in prohibited conduct or fail to fully cooperate with the County's enforcement of this policy are subject to suspension and discipline, including discharge for just cause.

(B) Safeguards and Testing Procedures. Employees may be tested for the presence of drugs or alcohol by one or more of the following methods:

1. Urine sample for drugs - Employees will first be subject to EMIT screening. If a negative result is received, the sample will be considered free of drugs. If a positive result is received on the EMIT screening, a GCMS (gas, chromatography/mass spectrometry) test will be used for confirmation, and the employee will provide a second sample which will also be tested by GCMS for confirmation purposes.
2. Breathalyzer for alcohol - Testing for the presence of alcohol will be by breath analysis to determine the presence of alcohol. An employee will first be subjected to testing by a portable breath test (PBT) operated by a supervisor, and if the test is positive, a second test will be administered 15 minutes after the results of the original test for confirmation purposes.

For the purpose of B (1): The County will use a laboratory certified by the Federal Department of Health and Human Services (FDHHS) and National Institute for Drug Alcohol Abuse (NIDA). The test results shall be reviewed by the MRO before they are reported to the County as positive to determine if there is an alternative medical explanation for a confirmed-positive test result.

Employees are required to respond immediately to the MRO's inquiries and provide any required information or records to the MRO within 48 hours. Employees will be paid for time lost from work to undergo testing and/or respond to MRO inquiries.

If the confirmatory test result is negative or the MRO determines, after review, that a legitimate medical explanation exists for the positive test results, no further action will be taken. If, however, the confirmatory test result is positive and the review indicates that no legitimate medical explanation exists, other than the unauthorized use of a prohibited substance, the MRO shall refer the individual's results to the County's designated representative. The County will notify the employee and a designated Association representative of the positive test results.

In the event a positive test is confirmed, the employee has the right to have the samples referred to in subsection (B)(1) re-tested, upon written request, within seventy-two (72) hours of his/her receipt of a final test result from the MRO. The employee may designate re-testing by the original laboratory or another laboratory certified by FDHHS.

All mandatory requirements under this policy shall be paid for by the County and shall be done by the employee while on an on-duty paid status.

- (C) Rehabilitation Assistance. Employees who have alcohol and/or drug dependency problems or believe they may have such problems are encouraged to pursue employee assistance. Although the County will support voluntary treatment efforts for employees with drug and alcohol dependency problems who voluntarily seek assistance, it is up to each employee to pursue treatment before dependency problems result in unsatisfactory performance, attendance, or safety records, etc., and before the employee violates this policy.

When an employee voluntarily reports a drug or alcohol dependency problem and seeks assistance, that employee will be placed on a leave of absence with access to the employee's accrued leave banks or adjusted working hours based on a health care provider's determination to allow for in-patient or out-patient rehabilitation treatment. The employee will be permitted to work after such time as a competent, mutually acceptable health care provider has certified the employee is able to safely perform his/her assigned duties. The County shall also, on a one time basis only (once in his/her employment history with the County), allow an employee to undergo evaluation and rehabilitation as an alternative to termination for violating this policy, provided: 1) The competent health care provider's evaluation reveals that the employee has a dependency on the substance(s) taken; and 2) The employee's conduct does not otherwise constitute a felony or a misdemeanor.

To protect their employment, employees undergoing rehabilitation must agree to all treatment, rehabilitation, after-care and follow-up testing and individual suspicion-less testing for a period of twenty-four (24) months, as set forth in a written Rehabilitation and Return to Work Agreement required by the County.

Marijuana. In addition to the above, employees must comply at all times with all federal and state statutes and regulations regarding the illegal use of drugs. It is important to note that marijuana is an illegal drug under the federal Controlled Substances Act, which means that it has no acceptable medical use under federal law. Therefore, any on or off duty use of marijuana which is inconsistent with the "prohibited conduct" listed above will be considered a violation of this policy, even if an employee has a prescription for the use of marijuana under the Oregon Medical Marijuana Act.

**◆ ARTICLE XXII ◆**

**ENTIRE AGREEMENT**

The County and the Union for the life of this Agreement and voluntarily and unqualifiedly waive the right, and agree that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement.

◆ ARTICLE XXIII ◆

TERMINATION

This Agreement shall be effective January 1, 2016, and shall remain in full force and effect through June 30, 2017.

If either party wishes to renew or modify this Agreement notification of the scope of such renewal or modification must be submitted to the other party by February 1, 2017. The scope of such proposed modifications by the party serving notification of intent to modify shall not preclude or limit the right of the other party to submit their proposals. Proposals by the non-moving party must be submitted to the moving party within thirty (30) calendar days of the moving party's notification or March 1, 2017, whichever is later. In the event that such notice is given, negotiations shall begin no later than the 15th day of February following such notification.

Dated this day   27th   of January, 2016.

POLK COUNTY  
BOARD OF COMMISSIONERS

AFSCME SUB LOCAL 173-2

\_\_\_\_\_  
*Signature on File*  
Chair

\_\_\_\_\_  
*Signature on File*

\_\_\_\_\_  
*Signature on File*

\_\_\_\_\_  
*Signature on File*

\_\_\_\_\_  
*Signature on File*