

**COLLECTIVE BARGAINING
AGREEMENT**

Between

UMATILLA COUNTY, OREGON

And

**LOCAL 3742, AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO**

Effective July 1, 2013 thru June 30, 2016

TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE 1 - SCOPE OF AGREEMENT	2
Section 1.1.....	2
Section 1.2.....	2
Section 1.3.....	2
ARTICLE 2 - STATUTORY DIVISION OF RESPONSIBILITY.....	3
Section 2.1.....	3
ARTICLE 3 - RECOGNITION.....	4
Section 3.1.....	4
ARTICLE 4 - INDIVIDUAL RIGHTS AND Union MEMBERSHIP.....	5
Section 4.1 Individual Choice and Rights.....	5
Section 4.2 Fair Share.....	5
Section 4.3 Applications and Dues Deductions.....	5
Section 4.4 Orientation.....	6
ARTICLE 5 - MANAGEMENT RIGHTS.....	7
Section 5.1 Exclusive Rights	7
Section 5.2.....	8
Section 5.3.....	8
ARTICLE 6 - STRIKES AND LOCKOUTS.....	9
Section 6.1 Strikes.....	9
Section 6.2 Third-Party Disputes.....	9
Section 6.3 Return to Work.....	9
Section 6.4 Lockout.....	9
ARTICLE 7 - HOLIDAYS.....	10
Section 7.1 Recognized Holidays.....	10
Section 7.2 Eligible Employees.....	10
Section 7.3 Weekend Observance.....	10
Section 7.4 Holiday Pay.....	10
Section 7.5 Leaves.....	11
Section 7.6 Holiday During Layoff.....	11
Section 7.7 Floating and Birthday Floating Holiday	11

ARTICLE 8 - VACATIONS.....	12
Section 8.1 Accrual Rates.....	12
Section 8.2 Part-time Employees.....	12
Section 8.3 Accumulation.....	12
Section 8.4 Continuous Service.....	13
Section 8.5 Transfer Credits.....	13
Section 8.6 Termination Pay.....	13
Section 8.7 Scheduling.....	13
Section 8.8 Accrual During Illness or Injury.....	13
Section 8.9 Prior Credits.....	14
Section 8.10 Vacation Use While on Military.....	14
ARTICLE 9 - SICK LEAVE.....	15
Section 9.1 Accrual Rates.....	15
Section 9.2 Utilization.....	15
Section 9.3 Reversion.....	15
Section 9.4 Physician's Certification	16
Section 9.5 Integration With Worker's Compensation.....	16
Section 9.6 Illness During Vacation Leave.....	16
Section 9.7 Accrual During Illness or Injury.....	17
Section 9.8 Part-Time Employees.....	17
Section 9.9 Transfer of Employees.....	17
Section 9.10 Re-Employment Credits.....	17
Section 9.11 Termination.....	17
Section 9.12 Retirement.....	17
Section 9.13 Prior Credits.....	18
Section 9.14 Parental Leave.....	18
Section 9.15 Hardship Leave	18
ARTICLE 10 - PAID LEAVE.....	19
Section 10.1 Utilization.....	19
Section 10.2 Sick and Vacation Credits.....	20
ARTICLE 11 - UNPAID LEAVE.....	21
Section 11.1 Educational.....	21
Section 11.2 Military.....	21
Section 11.3 Other Leave Without Pay.....	21
Section 11.4 Union Business	21
Section 11.5 Vacation and Sick Leave Credits.....	21
Section 11.6 Application.	22
Section 11.7 Seniority.	22

ARTICLE 12 - DISCIPLINE AND DISCHARGE.....	23
Section 12.1 Discipline.....	23
Section 12.2 Discharge.....	23
 ARTICLE 13 - GRIEVANCE AND ARBITRATION PROCEDURES.....	 24
Section 13.1 Grievance Procedure.....	24
Section 13.2 Time Limits.....	24
Section 13.3 Local Officers/Shop Stewards.....	24
Section 13.4 Labor Management Meetings.....	25
Section 13.5 Time Off.....	25
Section 13.6 Determination of Merit.....	25
 ARTICLE 14 - PROBATIONARY PERIOD.....	 26
Section 14.1 Purpose.....	26
Section 14.2 Promotional or Transfer Probation.....	26
Section 14.3 Probationary Status.....	26
 ARTICLE 15 - HOURS OF WORK/OVERTIME.....	 27
Section 15.1 Workweek and Hours of Work.....	27
Section 15.2 Rest Periods.....	27
Section 15.3 Meal Periods.....	27
Section 15.4 Overtime.....	28
Section 15.5 Call Back.....	28
Section 15.6 Compensatory Time.....	28
Section 15.7 Reporting Pay/Inclement Conditions.....	29
Section 15.8 Flex Time.....	29
Section 15.9 Mandatory Meetings.....	29
 ARTICLE 16 - COMPENSATION.....	 30
Section 16.1 Salary Schedule.....	30
Section 16.2 Wages.....	30
Section 16.3 Longevity Premium.....	30
Section 16.4 Pay Periods.....	31
Section 16.5 On-Call	31
Section 16.6 Mileage and Per Diem.....	31
Section 16.7 New Classifications/Reclassification.....	31
Section 16.8 Bilingual.....	32
 ARTICLE 17 - INSURANCE.....	 33
Section 17.1 Health and Welfare.....	33
Section 17.2 Premium Costs.....	33
Section 17.3 Medical Spending Account.....	33

Section 17.4 Health Reimbursement Account.....	34
Section 17.5 Life Insurance.....	34
Section 17.6 LifeFlight Membership.....	34
ARTICLE 18 - RETIREMENT.....	35
Section 18.1 Retirement Plan.....	35
Section 18.2 Employee Contribution Pick-Up.....	35
ARTICLE 19 - SENIORITY.....	36
Section 19.1 Definition.....	36
Section 19.2 Seniority List.....	36
Section 19.3 Vacation Scheduling.....	36
Section 19.4 Termination and Transfer.....	36
Section 19.5 Layoff.....	37
ARTICLE 20 - PERSONNEL FILES.....	38
Section 20.1 Access.....	38
Section 20.2 Critical Material.....	38
Section 20.3 Written Response.....	38
Section 20.4 Purging Information.....	38
ARTICLE 21 - GENERAL PROVISIONS.....	39
Section 21.1 Rules.....	39
Section 21.2 Liability Insurance.....	39
Section 21.3 Union Business.....	39
Section 21.4 Health and Safety.....	40
ARTICLE 22 - SAVINGS CLAUSE AND FUNDING.....	41
Section 22.1 Savings Clause.....	41
Section 22.2 Funding.....	41
ARTICLE 23 - Contract Expiration.....	42
Section 23.1 Expiration Date.....	42

**AGREEMENT
BETWEEN
UMATILLA COUNTY, OREGON
AND
UMATILLA COUNTY EMPLOYEES' Union**

PREAMBLE

This Agreement is entered into between Umatilla County, Oregon, hereinafter referred to as the "County", and Umatilla County AFSCME Local 3742 of American Federation of State, County and Municipal Employees, Council 75, hereinafter referred to as the "Union".

ARTICLE 1 - SCOPE OF AGREEMENT

Section 1.1

This Agreement shall apply to all regular full-time and regular part-time County employees working in positions regularly scheduled for twenty (20) or more hours per week, excluding supervisors and confidential employees, and elected officials.

Section 1.2

Employees having less than six (6) full months of employment shall be probationary employees and shall be covered by this Agreement. Probationary employees shall receive the benefits of this agreement to the extent consistent with their probationary status as “at-will” employees.

Section 1.3 - Positions not covered by this Agreement

(A) A temporary employee shall be any employee who is hired for a duration of six (6) months or less. Additionally, non-regular employees maybe hired to perform a specific, limited task whose employment will terminate at the end of that task, or they may be hired for a set or defined term or period, such as the period of a funded grant.

(B) An on-call employee shall not work a regularly scheduled work week and shall not routinely be scheduled for work in excess of 19 hours per week.

(C) A part-time employee who is less than “half-time” is employed regularly for less than the normal number of working hours, but who normally follows a predetermined, fixed pattern of working hours not to exceed 19 hours per week. A less than “half-time” employee receives no benefits.

If an on-call or part-time exceeds six (6) months and has worked a minimum of 520 hours in a position during that six (6) months they shall become regular employees in that position.

ARTICLE 2 - STATUTORY DIVISION OF RESPONSIBILITY

Section 2.1

It is recognized that there is a statutory division of responsibility among the Board of Commissioners and District Attorney with respect to administration of the departments covered by this Agreement and that such statutory division of responsibility will control in the event of conflict with any provision of this Agreement.

ARTICLE 3 - RECOGNITION

Section 3.1

The County recognizes the Union as the sole and exclusive bargaining agent for all employees in the bargaining unit described in Section 1.1 for the purpose of negotiations with respect to employment relations as defined by ORS 243.650-672.

ARTICLE 4 - INDIVIDUAL RIGHTS AND UNION MEMBERSHIP

Section 4.1 Individual Choice and Rights

Membership or non-membership in the Union shall be the individual choice of the employees covered by this Agreement.

Section 4.2 Fair Share

A) All bargaining unit employees who, for reasons given in B) below, are not dues paying members of the Union are required to participate in Fair Share through the regular payroll deduction process. Participation in Fair Share or payment of bargaining unit dues is a condition of employment with Umatilla County. Participation in Fair Share shall continue until or up to such time that the employee elects to join the Union, terminates employment or said position is no longer subject to Fair Share or bargaining unit dues.

B) Bargaining unit employees who have religious objections or hold similar fundamental moral convictions which are violated upon payment of union and/or similar dues, union fees, etc. shall be permitted to exercise a right of nonmembership and shall instead be required to pay an amount of money equivalent to regular monthly union dues to a religious or nonreligious charitable organization mutually agreed upon by the employee and the Union, as per the parties' contract, in accordance with ORS 243.666. Such exemption from in-lieu-of dues payment shall not, however, apply to mere anti-union philosophical views, i.e. right to work.

C) The Union and the employee(s) hereby hold harmless, acquit and forever release Umatilla County, their Commissioners and each and all of their individual officials, officers, employees, agents and insurers, and their successors, individually and collectively, and any and all other persons who might be claimed to be liable from any and all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, past, present or future which has been or might be asserted against Umatilla County arising out of or in connection with this Section.

Section 4.3 Applications and Dues Deductions.

A) Applications for Union membership shall first come to the Union. Any employee hired to a bargained position will have dues or fair share withheld the first of the month of employment and each subsequent month. The Union will submit copies of the membership applications received before the fifteenth (15th) of the month to the County. For all membership applications submitted by the Union to the County on or before the twentieth (20) of the month, dues deductions shall be made for the month in which the application is submitted.

B) Dues will continue to be deducted until the employee rescinds the request in writing to the Union, with a copy to Human Resources. All such requests for membership cancellations received before the fifteenth (15th) of the month shall be transmitted by the Union to the County by the

twentieth (20th) of the month.

C) The written request for dues deductions is not terminated when an employee is placed on any type of leave or disciplinary suspension. The County shall deduct Union dues commencing with the first (1st) paycheck following the employee's return to paid status.

D) The aggregate deductions of all Fair Share participation and dues payers together with an 'itemized reconciliation' shall be remitted to the Union no later than the tenth (10th) of the month following the month for which the deductions were made. Said reconciliation shall include: 1) a heading indicating the name of the employer and the period covered, 2) a listing of the dues payers in alphabetical order by last name first, amount of dues paid, any type of change since last reconciliation (termination, retirement cancellation, new members, name change.)

Section 4.4 Orientation

Each new employee shall attend an orientation conducted by Human Resources within the first thirty (30) days of employment. Such orientation shall be scheduled by Human Resources and shall consist of explanation of various employee rights, benefits, rules and regulations. The Union shall be notified and may choose to send a Union Staff member who is not a County employee to introduce and give a brief discussion of the purpose of the Umatilla County Employee's Union. Said introduction and discussion shall not last longer than ten (10) minutes. Members of the bargaining unit will be instructed to come to orientation 15 minutes prior to the regular reporting time, but will be on paid time. The County will send the Pendleton AFSCME Union Office a list of new AFSCME Local 3742 employees, their worksite address and worksite phone numbers.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 5.1 Exclusive Rights

The County retains all the customary, usual and exclusive rights, decision making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the County or any part of it. The rights of employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement, and the County retains all prerogatives, functions, and rights not specifically limited by the specific terms of this Agreement. The County shall have no obligation to bargain with the Union with respect to any such subject or the exercise of its discretion and decision making with regard thereto, any subjects covered by the terms of this Agreement and closed to further bargaining for the term hereof, and any subject which was or might have been raised in the course of collective bargaining but is closed for the term hereof.

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

- a. To determine the services to be rendered to the citizens of the County.
- b. To determine and to follow the County's financial, budgetary and accounting procedures.
- c. To direct and supervise all operations, functions and policies of the departments in which the employees covered by this Agreement are employed, and in the remainder of the County as such employees covered by this Agreement may be affected thereby, so long as such directions and supervision of such operations, functions and policies are consistent with the terms and provisions of this Agreement.
- d. To close or liquidate any office, branch operations or facilities, or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.
- e. To manage and direct the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, transfer within the same pay range and retain employees; the right to lay off; the right to abolish positions or reorganize the departments or divisions (subject to Article 2); the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies.
- f. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
- g. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, appearance, methods and procedures.
- h. To implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- i. To assign and distribute work and work duties.
- j. To assign shifts, workdays, hours of work and work locations subject to the terms of the Agreement. Additionally, the County may, with agreement by the affected employee(s), assign multiple-location work sites where the employee is scheduled to begin and end their work day at that alternative work site.

k. To introduce new duties and to revise job classification and duties within the unit, subject to Section 16.1.

l. To determine the need for and the qualifications of new employees, transfers and promotions.

m. To discipline, suspend, demote or discharge an employee so long as such action as to an employee who has completed his/her initial probationary period is not arbitrary, capricious, in bad faith or without just cause.

n. To determine the need for additional educational courses, training programs, on-the-job training, and cross-training and to assign employees to such duties for periods to be determined by the County.

o. To implement unpaid furlough days by mutual agreement between a Division/Department Head and AFSCME represented employees in that department. Such agreement will be established in a signed letter of agreement.

Section 5.2

The exercise of any management prerogative, function, or right including but not limited to those set forth above, which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or to bargaining during the term of this Agreement.

Section 5.3

The exercise of any management prerogative, function or right shall not be inconsistent with this Agreement or out of compliance with the law.

ARTICLE 6 - STRIKES AND LOCKOUTS

Section 6.1 Strikes

The Union and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage, slowdown, picketing, or any other restriction of work at any location in the County during the duration of this Agreement. Disciplinary action, including discharge, may be taken by the County against any employee or employees engaged in a violation of this Article, while on paid County time and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the County.

Section 6.2 Third-Party Disputes

Employees covered by this Agreement shall honor the terms and provisions of this Agreement at all times and shall not 'slow down', 'sit down', or 'walk out' in sympathy with any labor dispute involving third parties, or a dispute between the County and any other employee union composed of employees of the County, or honor any picket line established by any such other employee union or other labor group. The Union and County agree that no disciplinary or other action will be taken against any employee covered by this Agreement by reason of such employee's abiding by the terms of this section.

Section 6.3 Return to Work

In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct during the duration of this Agreement, the Union will immediately upon notification from the County Board of Commissioners attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 1 above, shall not be affected or limited by the subject matter involved in the dispute, giving rise to the stoppage, or by whether such subject matter is or is not subject to the grievance and arbitration provisions of this Agreement.

Section 6.4 Lockout

There will be no lockout of employees covered by this Agreement by the County as a consequence of any dispute arising during the effective period of this Agreement.

ARTICLE 7 - HOLIDAYS

Section 7.1 Recognized Holidays

The following shall be recognized as holidays:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving	Fourth Thursday in November
Day After Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25
Floating Holiday	To be taken within each fiscal year

Every day appointed, designated, or declared a holiday by the President and the Governor as a Holiday in the year.

Section 7.2 Eligible Employees

Each regular full-time or regular part-time employee who is compensated for his/her last regularly scheduled day before and his/her first regularly scheduled day after a designated holiday shall be eligible for holiday pay for the holidays referenced in Section 7.1.

Section 7.3 Weekend Observance

If any holiday listed in Section 7.1 falls on Saturday, the preceding Friday will be observed. If any holiday falls on Sunday, the following Monday will be observed.

Section 7.4 Holiday Pay

An eligible employee shall receive holiday pay for their scheduled shift for any period for which he would have worked but for the fact that it was a Holiday. An employee who works on any of the holidays listed (or the designated observance days) shall receive regular salary compensation for the holiday in addition to time and one-half (1 ½) compensatory time for actual hours worked on the holiday.

Employees who have Holidays that fall on their regularly scheduled day off will be granted a

shift near the holiday off in lieu of the actual holiday. This must be used within thirty (30) days and if this is not practical, then compensatory time at straight time will be granted.

Section 7.5 Leaves

If any employee is on authorized vacation, sick leave, or other leave with pay when a holiday occurs, such holiday shall not be charged against such leave.

Section 7.6 Holiday During Layoff

Should an employee be on layoff or unpaid leave from employment when a holiday occurs, he/she shall not be eligible for said holiday.

Section 7.7 Floating Holiday

Effective July 1 of each year, every regular full-time and regular part-time employee shall accrue a Floating Holiday. Employees must complete their probationary period before they are entitled to utilize their Floating Holiday with pay. A Floating Holiday must be taken within the fiscal year earned, or it will be forfeited. It cannot be carried over into the next fiscal year. Management will make every reasonable effort to allow the employee to schedule the Floating Holiday within the year.

ARTICLE 8 - VACATIONS

Section 8.1 Accrual Rates

Amount of Vacation and Eligibility Requirements. Employees covered by this Agreement shall accrue vacation according to the following schedule:

- 1-3 years - 8 hours per month.**
- 4-6 years - 10 hours per month.**
- 7-9 years - 12 hours per month.**
- 10-15 years - 14 hours per month.**
- 16+ years - 16 hours per month.**

(A) Employees may take vacation credit as earned month by month subject to the approval of the Department Head after successful completion of the probationary period following hire.

(B) On-call, temporary and seasonal employees shall not be eligible for vacation benefits.

(C) No employee shall receive vacation leave credits for any period of time which is leave without pay.

Section 8.2 Part-time Employees

Regular part-time employees shall accrue vacation in an amount proportionate to that which would be accrued by full-time employees.

Section 8.3 Accumulation

(A) If vacation leave in excess of two hundred and forty (240) hours is accrued, the amount in excess shall lapse at the end of each month in which it is accrued.

(B) Any employee accruing vacation leave in excess of two hundred and forty (240) hours may notify his/her Department Head and schedule vacation time in order to prevent loss of vacation leave. Department heads must be notified at least five (5) working days prior to the anticipated use of such leave. An employee shall not be paid for vacation leave which has lapsed unless the lapse has been caused by the employee's inability to take a scheduled vacation as a result of the Department Head's requirements.

(C) Vacation leave shall accrue during the time any employee is off on paid leave status.

Section 8.4 Continuous Service

Continuous service for the purpose of accumulating vacation leave credit shall be service unbroken by any unpaid leave of absence from the County, with the exception of the following types of leave: bereavement leave, military leave, sick leave, leave of absence resulting from an injury incurred in the course of employment, or authorized education or training leave with pay. No other types of authorized leave without pay will be counted as part of continuous service. However, employees returning from such leave and employees on layoff status shall be entitled to vacation credit for service prior to the leave or layoff.

Section 8.5 Transfer Credits

When an employee is transferred to, or appointed to another department, his/her accrued vacation credit will be assumed by the new department. The employee shall not be entitled to termination vacation pay in lieu of credit.

Section 8.6 Termination Pay

An employee who terminates during the probationary period following hire shall not be entitled to cash compensation in lieu of vacation leave. Vacation accrual for purposes of this section shall terminate on the last day worked by an employee. Upon the death of any employee, compensation for accrued unused vacation leave shall be paid to the estate.

Section 8.7 Scheduling

At least once each calendar year, each Department Head or designee(s) shall post within his/her department a schedule on which employees may select their preferred vacation times. Employees shall be permitted to schedule vacation leave in any combination of days approved by the Department Head. The Department Head shall allow selection of vacation days by employees on the basis of County seniority. However, each employee will be permitted to exercise his/her right of seniority only once each calendar year. Thereafter, vacation selection shall be on the basis of 'first come, first served'.

Section 8.8 Accrual During Illness or Injury

Employees shall accrue vacation leave credits until all paid leave credits are exhausted.

Section 8.9 Prior Credits

No employee shall lose any current accrued vacation due to the signing of this Agreement.

Section 8.10 Vacation Use While on Military Leave

Once in a 12-month period, an employee who is on unpaid military leave provided under USERRA, shall have the option of using their accrued vacation or compensatory time for a continuous period not to exceed 30 days after their military leave begins. This includes the right for the employee and/or their family to continue to be covered under the County's benefit plans.

ARTICLE 9 - SICK LEAVE

Section 9.1 Accrual Rates

Full-time employees shall accrue sick leave at the rate of eight (8) hours for each month of service. Sick leave may be accumulated to a maximum of two thousand (2,000) hours. Eligibility for sick leave benefits is established after 31 days of continuous employment; however, accrual begins on the first day of employment.

On-call, temporary and seasonal employees shall not be eligible for sick leave benefits.

Regular employees who are employed more than half-time and less than full-time shall receive prorated accrual rates.

Section 9.2 Utilization

Employees shall use their accumulated sick or other paid leave when unable to perform their duties by reason of:

- (A) Illness or injury which incapacitates the employee to the extent that he/she is unable to perform work.
- (B) Exposure to contagious disease such as would jeopardize the health of fellow workers or the public.
- (C) Medical, Optometric, Chiropractic, Dental or any other Dental or Medical specialist appointments.
- (D) Illness in the immediate family which requires the presence of the employee as a care giver.
- (E) Death in the immediate family.
- (F) For leaves qualifying as Family Medical Leave, refer to County Personnel Policy 4.3 for clarification purposes.

All sick leave absences require employees to utilize all accrued sick, vacation, and compensatory time available, before reverting to unpaid leave status.

For purposes of sick leave immediate family shall be defined as spouse or Domestic Partner, parents, stepparents, children, stepchildren, brother, sister, grandparents, grandchildren, father-in-law, and mother-in-law.

Section 9.3 Reversion

Upon depletion of sick leave, vacation time, and accumulated compensatory time an employee's status shall revert to unpaid leave status.

Section 9.4 Physician's Certification

A) Any employee who is ill and using sick leave for five (5) or more days in a work month or three (3) or more consecutive days may be required to see a physician and present that physician's certification of illness to their supervisor. The physician's certification shall explain the nature and duration of an employee's disability from work (including the current status and condition of a disabled employee), of an employee's ability to return to work, or of an employee's ability to physically or mentally perform his/her job.

B) In instances where an employee has knowledge that he/she may be unable to work for an indefinite period of time because of known medical reasons, he/she will be required to submit a doctor's certification of illness or inability to work. The employee must submit such certification within a reasonable period of time of his/her knowledge of the need for the absence. Failure to provide certification will result in the forfeiture of sick leave pay for that period of time.

C) The above provisions must be consistent with the Family Medical Leave Act (FMLA). See County Personnel Policy 4.3 for clarification purposes.

D) A supervisor who reasonably believes an employee has abused their sick leave privileges may require a physician's certification of illness, in which case, the County will reimburse the employee for any costs of the exam not covered by insurance.

Section 9.5 Integration With Worker's Compensation

When an injury occurs in the course of employment, the County's obligation to pay under this sick leave article is limited to the difference between any payment received under Worker's Compensation and the employee's regular gross salary as long as the employee has accrued sick leave credits. In such instances, the appropriate charges will be made against the employee's accrued sick leave until the sick leave is expended. If the employee exhausts his/her sick leave, payments will be deducted from vacation and compensatory times until all leave accruals are exhausted. After a Worker's Comp claim has been accepted, and all accrued leaves have been exhausted the County shall begin to pick up the difference between the Worker's Compensation payment and the employee's regular gross salary.

Section 9.6 Illness During Vacation Leave

At the employee's option, vacation leave may be used as sick leave, but sick leave may not be used as vacation leave. In other words, if an employee uses up his/her accrued sick leave during an illness, he/she may use any unused accumulated vacation leave credit in lieu of sick leave. In no case will the employee be allowed to use sick leave credits to extend an approved vacation. However, if an employee becomes ill during a vacation, the employee will be allowed to return vacation time and utilize accrued sick leave for the portion of the vacation the employee is ill, if the employee provides proper medical certification.

Section 9.7 Accrual During Illness or Injury

Employees shall accrue sick leave credits until all accumulated paid leave credits are exhausted.

Section 9.8 Part-Time Employees

Regular part-time employees shall accrue sick leave in an amount proportionate to that which would be accrued by full-time employees.

Section 9.9 Transfer of Employees

When an employee is transferred to or appointed to another department within the County, accrued sick leave credit shall be assumed by the new department.

Section 9.10 Re-Employment Credits

An employee, who is re-employed within twelve (12) months following a layoff or an expiration of leave without pay, shall have prior accrued sick leave credits restored. No sick leave will accrue during such layoff or leave.

Section 9.11 Termination

No compensation or retirement credit for accrued sick leave shall be provided to any employee upon his/her death or termination of employment. Upon termination of employment with the County, the County shall report sick leave balances to PERS.

Section 9.12 Retirement

Upon an employee's retirement from the County, unused sick leave shall be credited to his/her retirement benefits pursuant to the rules and regulations of the Public Employees Retirement System to the extent the law in effect at the time of such retirement will permit such addition to the PERS base salary.

Section 9.13 Prior Credits

No employee shall lose any current accrued sick leave due to the signing of the Agreement.

Section 9.14 Parental Leave

Parental leave shall be granted in accordance with Oregon Family Leave Act, Federal Family Leave Act or this Agreement in accordance with whichever one shall grant the employee the leave most appropriate for them.

Section 9.15 Hardship Leave

Employees may donate accumulated sick, vacation or compensatory leave to an employee who, as a result of a serious injury or sickness, is about to exhaust or has exhausted his/her accumulated sick, vacation, and compensatory leaves. An employee may donate no more than 24 hours of sick leave per calendar year. Each year, an employee may receive no more than the greater of 12 weeks of donated leave or the equivalent of the maximum amount of time allowed under the FMLA or OFLA if applicable to the employee's situation.

The donated leave shall be donated in increments of four (4) hours and the number of hours of donated leave will be credited to the sick leave account of the employee to who they are donated. Applications for Hardship Leave must be approved in accordance with the County's Policy 4.3 before donations may be made.

If donated time is returned to the donor and it causes the donor to exceed the vacation cap, the donor shall have up to one month to use the time over the cap.

Employees will at no time solicit donations. Donations must be received consecutively and once the employee reaches a no pay status, additional time may not be donated.

ARTICLE 10 - PAID LEAVE

Section 10.1 Utilization

An employee shall be granted a leave of absence with pay for:

(A) Jury Duty, provided that any remuneration other than mileage paid to the employee for the period of absence shall be turned over to the Finance Department upon receipt.

(B) An appearance before a court, legislative committee, judicial or quasi-judicial body in response to a subpoena or other direction by proper authority, provided that such appearance pertains to the employee's position with the County. Any remuneration, other than mileage or travel expense, paid to the employee for the period of such absence shall be turned over to the Finance Department upon receipt. Should the employee use a County vehicle for transportation all reimbursement for mileage shall be turned over to the Finance Department upon receipt.

(C) Attendance in court in connection with an employee's officially assigned duties, including the time required going to the court and returning to his/her office.

(D) Other authorized duties in connection with County business.

(E) Natural Disasters. In the event that the County is declared a disaster by act or proclamation of the Board of Commissioners, employees engaged in rescue or related duties because of a natural disaster shall be paid their normal wage.

(F) Educational Leave. Employees will be granted time away from their work when directed by the County or Department Head to attend conferences, seminars or educational programs of similar nature that are intended to improve or upgrade the employee's skill and professional ability.

(G) Military. An employee who is a member of the National Guard or any reserve component of the armed forces of the United States is entitled to a leave of absence from his/her duties for a period not exceeding fifteen (15) calendar days in any year October through September. Such leave shall be granted without loss of time, pay or other leave and without impairment of merit ratings or other rights or benefits to which he/she is entitled. Military leave with pay may be granted only when an employee receives a bonafide order to active or training duty for a temporary period not exceeding fifteen (15) calendar days, and shall not be paid if the employee does not return to his/her position immediately following the expiration of the period for which he/she was ordered to duty. Leave with pay shall not be granted to employees entering the military service for extended and indefinite periods of active duty.

(H) Union Business. Bargaining sessions between the union and the county shall be at times and for the duration agreed upon by the parties. The union negotiation committee will consist of not more than 4 paid employees. The union negotiation committee members may meet for reasonable time periods for emergency business and negotiation consultation during normal working hours without the requirement to make up such time for negotiating a contract between the County and the Union. Negotiation planning team members shall not take longer than a combined total of twenty-four (24) hours during the two month period preceding formal agreement negotiations. Pre-negotiation meetings will involve the elected Local President and three members of the Union's formal negotiating team.

The Union may hold business meetings in the County Courthouse by properly reserving the facilities for said use.

(I) Bereavement Leave. An employee shall be granted not more than five (5) days leave of absence per incident with full pay in the event of death in the immediate family of the employee to make household adjustments or to attend funeral services. In addition, an employee may use sick leave credits providing the emergency requires more than five (5) days.

(J) For purposes of Bereavement Leave, an employee's immediate family shall be defined as spouse or Domestic Partner, parents, children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, or brother-in-law. For the relationships of aunt, uncle, niece or nephew an employee shall be granted one (1) day of bereavement leave.

Section 10.2 Sick and Vacation Credits

Sick leave and vacation credits will accrue during paid leaves of absences in the same manner as are accrued during normal employment.

ARTICLE 11 - UNPAID LEAVE

Section 11.1 Educational

After completing one (1) year of service, an employee, upon request, may be granted a leave of absence without pay for educational purposes at any training program which is related to employment and will enhance the employee's job skills. Such leave of absence shall not exceed one (1) year. Any such leave of absence described in this paragraph shall be subject to the approval of the Board of Commissioners.

Section 11.2 Military

Military Leave shall be provided and utilized in accordance with the Uniformed Service Employment and Reemployment Rights Act, 38 USC 4301-4334, the Military Selective Service Act of 1967, as amended, Section 408.290 of the Oregon Revised Statutes, or any other applicable state and federal laws.

Section 11.3 Other Leave Without Pay

In instances where the work will not be seriously handicapped by the temporary absence of an employee, and upon the recommendation of the Department/Division Head, the Board of Commissioners may or may not, at its sole discretion, grant a leave of absence without pay not to exceed ninety (90) calendar days.

Section 11.4 Union Business

Union members may be granted time off upon request and approval by their supervisor to attend union sponsored functions such as but not limited to trainings, conventions, board meetings, etc. Time off shall be in periods of up to five (5) days and the member may utilize vacation, comp-time, or leave without pay at the member's option. If the employee takes leave without pay the County will not pro-rate leave accruals. Approval will not be unreasonably denied or withheld.

Section 11.5 Vacation and Sick Leave Credits

No employee shall receive leave credits for any period of time in a month which is leave without pay.

Section 11.6 - Application

Requests for 1-3 days leave without pay must be pre-approved in writing by the Department Head. More than 3 days must be pre-approved in writing by the Board of Commissioners and the Department Head. All paid leave accruals must be taken before unpaid leave begins. Request shall be answered within three (3) work days. In the event of emergencies, requests will be submitted as soon as possible. This Section shall not apply to Military Leave in accordance with USERRA or other applicable Federal and State laws.

Section 11.7 - Seniority

No seniority shall accrue during any unpaid leave of absence, except for a leave of absence for FMLA, for military reserve obligation, family, educational purposes as described above, or a leave of absence for other purposes not exceeding thirty (30) days.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

Section 12.1 Discipline

(A) Disciplinary action may be imposed on any non-probationary employee only for just cause. All levels of discipline should be appropriate to the situation.

(B) For any actions involving a potential suspension or termination, written notice of the pending action must be given to the Union and the employee. The notice shall contain the specific facts alleged and a list of the alleged violations. This notice must be provided at least a week prior to any pre-disciplinary meeting. An employee has the right to Union representation at all meetings concerning disciplinary actions, including investigatory meetings prior to the imposition of discipline.

(C) Any disciplinary action, other than an oral reprimand, imposed upon an employee, shall be in written form. The statement shall include: 1) the specific County and/or Departmental rules, the specific Federal and/or State regulations, the County policies and/or procedures, and/or areas of the collective bargaining agreement violated, 2) a statement of the disciplinary action, 3) the specific reasons for such action, 4) the required changes, corrections and improvements, 5) the time lines that said required changes, corrections and improvements must be made within, 6) a plan of assistance (if appropriate), and 7) notification of further disciplinary action should the situation continue or recur. A copy of the statement shall be presented to the employee within three (3) working days of the disciplinary action; a copy shall also be placed in the employee's personnel file.

(D) If the County has reason to discipline an employee, it shall attempt to do so in a manner that will not unduly embarrass the employee before other employees or the public.

(E) Work related deficiencies, that are not misconduct, shall be brought to the employee's attention in a constructive manner and should not be handled solely in a disciplinary manner. The employer shall be responsible for informing the employees of the employer's expectations.

Section 12.2 Discharge

If an employee is accused of egregious misconduct and the County determines that there may be just cause for discharge of an employee, it may suspend the employee without pay for up to fifteen (15) days and shall deliver to the employee and the Union a written notice of such suspension and pending dismissal. During the period of suspension the employee will be given an opportunity to refute the charges or allegations, either in writing or orally in an informal hearing. A decision will be made within the fifteen days and the employee and the Union shall be advised of it. If the employee is not discharged, they shall be repaid for the time lost.

ARTICLE 13 - GRIEVANCE AND ARBITRATION PROCEDURES

Section 13.1 Grievance Procedure

Any dispute concerning the application, interpretation or enforcement of this Agreement shall be resolved in the following manner:

Step I: Employee with or without Union representation shall take the grievance or dispute with the closest supervisor who has authority to resolve and the Department Head within ten (10) working days (excluding holidays and weekends) of the occurrence or when the employee was or should reasonably have been aware of the occurrence. The supervisor will respond to the employee within seven (7) working days with his/her response.

Step II: If the grievance still remains unadjusted, the grievance may be presented to the County Commissioners or their designee within seven (7) working days (excluding holidays and weekends) after the response of the Department Head is due. The County Commissioners or their designee shall within ten (10) working days following their receipt of the grievance hold a hearing on it at which both parties may call witnesses and present testimony and evidence. The employee may represent himself/herself, or be represented by the Union. The County Commissioners or their designee shall issue a decision on the grievance within five (5) working days of the close of the hearing.

Step III: If the grievance is still unsettled, the Union shall request arbitration by written notice to the County Commissioners within ten (10) working days after the reply of the Commissioners was due at Step II.

The Local Council Representative and/or Shop Steward may be present at any or all meetings pertaining to this section.

Section 13.2 Time Limits

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

A) If the grievant or the Union fails to present the grievance in a timely fashion at any step of the grievance process, the grievance shall be deemed waived.

B) If the County fails to respond in a timely fashion at any step of the grievance process, the grievance shall be deemed denied and may be pursued to the next step.

Section 13.3 Local Officers/Shop Stewards

The names of the Local Union's officers and Shop Stewards who may represent the Union shall be certified in writing to the County by the Union.

Section 13.4 Labor/Management Meetings

The Board of Commissioners or its designee shall meet at mutually convenient times at least quarterly, when requested, with the Local 3742 Union Officers or its designee, not to total more than four members at any one time.

An agenda of labor/management issues will be provided by the requesting party and given to the other party one week prior to the meeting.

Meetings with the County shall be held on County premises and on paid County time.

Section 13.5 Time Off

Whenever it shall become necessary for the Union to make a formal presentation of a grievance at Step I, or II, of the grievance procedure set forth herein, one representative of the Local Union shall be allowed time off with pay to make the formal presentation, and shall not be required to make up such time. Any other union representative attending for the purposes of making the formal presentation would be required to use vacation, comp-time, or may at their option take leave without pay.

Section 13.6 Determination of Merit

Resolution of a grievance at any step of the procedure shall be final and binding on the County, the Union and the affected employee(s).

ARTICLE 14 - PROBATIONARY PERIOD

Section 14.1 Purpose

(A) The probationary period is an integral part of the employee selection process and provides the County with the opportunity to upgrade and improve the department by observing an employee's work, training and aiding employees in adjustment to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards.

(B) Every new employee hired by the County shall serve a probationary period of six (6) full months. Such probationary employees work at the pleasure of the County and may be terminated at any time. Documented supervisory feedback and appropriate additional training will be performed in a timely manner so new employees may be made aware of any deficiencies and to assist an employee to be successful.

(C) Probationary employees shall be covered by this Agreement as specified herein.

Section 14.2 Promotional or Transfer Probation

Upon promotion or transfer of an employee to a different position, said employee shall serve a probationary period of up to three (3) months at the new position, in order to observe and train the employee. During the first thirty (30) days following promotion or transfer, the employee shall have the right to return to his/her previous position. During the remainder of the promotional or transfer probationary period, the employee's ability to return to his/her former position shall be at the discretion of the department head.

Section 14.3 Probationary Status

The Union recognizes the right of the County to terminate new employees on probationary status for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees, including, but not limited to the shifting of work schedules and job classification, the assignment of on-the-job training, and cross-training in other classifications. Subject to the terms of Section 14.2, the Union also recognizes the right of the County to transfer an employee on promotional or transfer probationary status to his/her previous or another position at the pay rate of the previous position.

ARTICLE 15 - HOURS OF WORK/OVERTIME

Section 15.1 Workweek and Hours of Work

To the extent consistent with the operating requirements of the County and the necessity for continuous service by certain departments, employees shall not be scheduled to work more than five (5) consecutive days as scheduled by the Department Head and the Board of Commissioners within a seven (7) day period. At the option of the County, an employee's normal schedule may be four (4) consecutive days of ten (10) hours straight time per day or such other schedule as is determined by the Board of Commissioners to be most responsive to the County's operating, budgetary and manpower requirements. Except for employees engaged in continuous operations, the normal hours of work for all full-time employees covered by this Agreement shall be from 8:00 a.m. to 5:00 p.m. (less one (1) unpaid hour for lunch) unless other hours are determined by the Department Head and the Board of Commissioners to better serve the public, in which event such other hours shall become the normal schedule for the employee(s) involved. The normal workweek shall consist of five (5) consecutive days, not exceeding forty (40) hours per workweek. However, nothing in this Agreement shall be construed as establishing or inferring a guarantee or any minimum number of hours of work or pay per day or per week.

Section 15.2 Rest Periods

All full-time employees shall receive a rest period of fifteen (15) minutes during each half shift; rest periods shall be scheduled in accordance with the operating requirements of the department.

Section 15.3 Meal Periods

All full-time employees shall receive an unpaid meal period of sixty (60) minutes during each work shift to be scheduled as near the middle of the work shift as possible. With Board of Commissioner and department management approval, an employee may be allowed the flexibility of voluntarily changing the work schedule consistent with the provisions of Article 15.1 above, to take only a one-half hour unpaid meal period and thereby reducing the work day by thirty minutes. Hours of paid work shall not be reduced by this understanding. In no event will an employee be allowed to take less than a thirty minute unpaid meal break nor omit break periods to further reduce the work day. The County and the Union recognize that during an unpaid lunch period the employee is not in a manager/subordinate relationship.

Section 15.4 Overtime

Ordinarily employees shall be scheduled for either five (5), eight (8) hour days or four (4), ten (10) hour days. In the interest of better public service, these standard work hours and days may be modified by mutual agreement without incurring overtime, subject to the conditions of the County and the Union's separate agreement regarding Flexible Work Hours.

An employee who is required or allowed to work more than forty (40) hours within a work week, including compensable travel time as defined by BOLI, shall receive compensatory time at the rate of one and one-half (1 ½) times the overtime hours worked in that week. However, if the employee is exempt from the overtime wage and hour regulations under the FLSA and the Oregon Bureau of Labor and Industries' standards, the exempt employee who worked more than forty (40) hours within a week shall not be entitled to any compensatory time, but shall be allowed to take paid Administrative time off hour for hour for the hours worked in excess of the forty (40) hours. If such Administrative time off is not allowed by the supervisor within thirty (30) days of the week in which more than forty (40) hours was worked, then the time shall be credited hour for hour as vacation time on the next time sheet. It is recognized that working flex-time is totally voluntary. In no case will an employee be compelled to work flex-time nor shall they be retaliated against for refusal to agree to work such flex-time and refusal shall not reflect adversely on employee's performance review.

Section 15.5 Call Back

An employee who has left the County premises following the completion of his/her shift and is called back and reports to the work site prior to the start of his/her next scheduled shift shall receive a minimum of two (2) hours compensation for such callback. Employees authorized by their Department Head to telecommute instead of reporting to the work site for call back purposes shall record time worked rounded up to the nearest quarter hour. Time worked telecommuting shall be credited as compensatory time and calculated per Section 15.4 Overtime.

Section 15.6 Compensatory Time

Compensation for authorized overtime, call back and holiday work shall be paid in the form of compensatory time off, or, at the option of the County, in pay. Compensatory time off shall be scheduled by mutual agreement, or at the discretion of the employee's supervisor if mutual agreement cannot be reached. Overtime must be recorded by the end of the next work date after the authorized overtime occurred. Compensatory time off accrued by reason of authorized overtime work may not be accrued beyond one hundred (100) hours, unless mutually agreed upon otherwise in writing between the department head, the Board of Commissioners, and the employee. If an employee transfers to another county position, their comp time shall transfer with them.

Section 15.7 - Reporting Pay/Inclement Conditions

(A) When, in the judgment of the County Board of Commissioners, weather conditions require the closing or curtailing of a county office within the employees' regularly scheduled work day and the employees are ordered home, such employees will be paid for the remainder of their regularly scheduled shift.

(B) The County Board of Commissioners may direct employees to remain at home prior to the beginning of the work shift because of inclement weather, hazardous conditions, or other circumstances when work will not be available. If announcement is provided by telephone, television, or radio prior to the employee leaving home, the employee will be authorized the optional use of accrued vacation, compensatory time, or leave without pay during the period in which the employee's work is curtailed.

(C) If the County Board of Commissioners or its designee has not attempted to notify an employee that County offices are closed due to inclement weather and the employee reports to work as scheduled, he/she shall be provided a minimum of two (2) hours' pay, and the employee may return home.

Section 15.8 - Flex Time

With the permission of the Board of Commissioners, and with the agreement of the affected employee (s), individual managers may schedule "flexed schedule" may change the starting and/or ending time of one or more work days and may change the number of hours worked in a day or in several days. A flexed work schedule shall not, however, change the total number of hours worked in the FLSA weekly work period. It is recognized that working flextime is totally voluntary. In no case will an employee be compelled to work flex-time nor shall they be retaliated against for refusal to agree to work such flex-time and refusal shall not reflect adversely on employee's performance review. If requested flex schedule is denied by either the employee or management, either side may schedule a meeting with the commissioners whose decision regarding the request shall be final.

Section 15.9 Mandatory Meetings

Whenever possible, mandatory meetings for County employees shall be scheduled during employees' regular work hours.

ARTICLE 16 - COMPENSATION

Section 16.1 Salary Schedule

Employees shall be compensated in accordance with the salary schedule adjusted each year in accordance with the provisions of Section 16.2 below. When any position not listed on the salary schedule is established, the County shall designate a job classification and pay rate for the position. The Union shall be notified within thirty (30) days and the pay rate established by the County shall be considered tentative until the Union has been afforded a reasonable opportunity to meet and discuss the matter.

Section 16.2 Wages

The County will continue to use a two (2) step compensation system: "Probation" and "Post-Probation". The "Probation" wage will be the 7-1-2013 Salary Schedule Step 1 of each Range. The "Post Probation" wage will be the "Probation" wage plus five percent (5%).

(A) Effective July 1, 2013, all employees shall receive an increase of basic salary in the amount of zero (0%). The salary schedules will also be adjusted accordingly.

(B) Effective July 1, 2014, all employees shall receive an increase of basic salary in the amount of two percent (2%). The salary schedules will also be adjusted accordingly.

(C) Effective July 1, 2015, all employees shall receive an increase of basic salary in the amount of three percent (3%). The salary schedules will also be adjusted accordingly.

(D) Employees shall be compensated in accordance with the salary schedule (Exhibit A) attached to this Agreement.

Section 16.3 Longevity Premium

After three (3) consecutive years of employment with the County each employee shall receive a three (3%) percent rate increase above the contractual rate. After four (4) consecutive years of employment with the County each employee shall receive a four (4%) percent rate increase above the contractual rate. After five (5) consecutive years of employment with the County each employee shall receive a five (5%) percent rate increase above the contractual rate. Thereafter, for each full year of consecutive employment, they shall receive an additional one-half (1/2%) percent rate increase up to a maximum of twelve and one-half percent (12.5%) at twenty (20) years. Longevity premiums are separate from and are not part of an employee's current classification wage rate. The effective date for longevity increases will be the first day of the pay period within which the hire anniversary occurs.

Section 16.4 Pay Periods

Employees shall be paid once a month, on the last normal regularly scheduled workday of the

month. Employees shall not receive any wage payment at any other time during the month unless their employment terminates with the County. Automatic deposit of payroll checks shall be at the option of the employee.

Section 16.5 On-Call

Employees who are required to be on-call shall be compensated one hour of compensatory time at the straight time rate for each six hours of on-call time served. An employee is on-call when specifically assigned to be available for work outside normal working hours. Criteria for determining on-call status include:

- Restriction of employee's movement (geographic).
- Specified response time to work issues.
- Limits on use of time outside of normal hours.

In the event an on-call employee is required to return to work and in en route to the work location when the call is rescinded, the employee shall be compensated one (1) hour of compensatory time at the straight time rate.

Section 16.6 Mileage and Per Diem

Mileage - Mileage reimbursement for required work-related use of a personal vehicle shall be at the established rate consistent with Umatilla County Personnel Policy 4.4. Employees must receive prior authorization from their department head/supervisor to use their personal vehicle for work-related purposes in accordance with County Policy.

Per Diem - Daily amount of meals and gratuities shall be established consistent with County Policy 4.4. Employees will not receive less than is provided for exempt employees.

The above expense reimbursements may be exceeded with the prior approval of the Board of Commissioners. Employees requesting to exceed these limits shall submit their requests to their department head. The department head shall submit such requests to the Commissioners.

Whenever possible, lodging shall be arranged by the County and the County shall be directly billed for the lodging.

Section 16.7 New Classifications/Reclassification

The Union shall be provided with access to job descriptions for all covered employees, and shall be furnished with any adopted and Board-Approved new positions or reclassifications of existing positions prior to implementation. The parties will negotiate the salary of any new or materially revised classifications.

If any employee or the Union believes that the current classification for an employee does

not accurately reflect the work being performed by the employee, the employee or the Union may request that the Department Head perform a review of the job classification and issue written recommendations on whether the current classification is correct. These recommendations shall be issued within 45 days of the initial request and shall be considered by the County Commissioners within 30 days of the issuance. The decision of the Board of County Commissioners shall be final.

Any employee who is classified downward shall not have their pay reduced, but shall not receive any salary increases until the pay of the new classification exceeds the prior classification.

Section 16.8 Bilingual

Employees who are English/Spanish bilingual and acquire Court or Medical Interpreter Certification, as appropriate for the employee's department, are eligible for a 5% increase to their regular base salary. Eligibility is based on the employee's position, a recommendation by the Department Head, and determined in accordance with County policy and practice.

ARTICLE 17 - INSURANCE

Section 17.1 Health and Welfare

Subject to Article 17.2 below and subject to Article 22, Savings Clause and Funding, Section 22.2, the County agrees to continue its present or comparable medical and hospital insurance program for the term of this Agreement, for all employees who are covered by this Agreement, and who qualify under the terms of such programs. The County further agrees to make available a dental insurance program for the term of this Agreement, for all employees who are covered by this Agreement, and who qualify under the terms of such programs, so long as a sufficient percentage of eligible employees choose to participate in such plan to allow its continued availability from the carrier. In the event two employees employed by the County are in the same immediate family so as to be in the relationship of primary insured and dependent under such program, the County shall not be obligated to duplicate contributions or benefits for the same family unit.

Section 17.2 Premium Costs

In order to provide for adequate medical benefits without further increases in cost to the County, the County and the Union agree that:

Effective July 1, 2010, the County will contribute the following percentage of insurance premiums:

75% for coverage of the total premiums. The employee shall pay 25%. Employees who elect employee only coverage shall remain at 100%.

The contribution amount is to be applied to the monthly premium costs of presently existing or similar group health and welfare, term life, dental and accidental death and dismemberment insurance coverages. The contribution amount may be applied only toward premium costs of these insurances for the employee and the health and welfare and dental insurance for dependents of the covered employee. No portion of this available amount will be paid to the employee. The County will continue to pay the premium cost for life insurance.

Section 17.3 Medical Spending Account

The County agrees to continue to provide employees with the option of making voluntary contributions from their paycheck to a Medical Spending Account or "Manley" account. Contributions will be made solely by the employee for an amount equal to or lesser than the maximum contribution established by law. Contributions shall be made on a pre-tax basis consistent with the applicable Federal and/or State laws.

Section 17.4 Health Reimbursement Account

Upon employment the County will contribute for each full-time benefitted employee fifty (\$50.00) per month into a HRA.

HRA contributions shall be made on a pro rata basis equivalent to the benefitted employee's FTE.

Section 17.5 Life Insurance

The County will provide and maintain life insurance and Accidental Death and Dismemberment coverage of fifty thousand dollars (\$50,000) for each benefitted employee and pay the full cost thereof.

Section 17.6 LifeFlight Membership

Employees employed in a benefitted position between August 1 and August 31 of each year will receive a LifeFlight Membership for the new plan year at the County's expense. Benefits will not be extended to anyone who leaves County employment during the month of August.

ARTICLE 18 - RETIREMENT

Section 18.1 Retirement Plan

The County agrees to maintain its existing retirement plan during the term of this Agreement, subject to the terms and conditions thereof, as it applies to qualified regular (non-probationary) employees in the bargaining unit.

Section 18.2 Employee Contribution Pick-Up

Umatilla County will “pick-up”, assume, and pay a six percent (6%) employee contribution to the Public Employees Retirement Fund for the employee members participating in the Public Employees Retirement System, and the Oregon Public Service Retirement Plan. Such “pick-up” or payment of employee member contribution to the system shall continue for the life of this Agreement. The Union and the County agree that if during the terms of this agreement, by any means, the employer is prohibited from “picking-up” PERS this article will be reopened.

ARTICLE 19 - SENIORITY

Section 19.1 Definition

(A) County Seniority is the length of continuous unbroken service by a regular employee with Umatilla County since the employee's last date of hire.

(B) Departmental Seniority is the length of continuous unbroken service by a regular employee within the department since the employee's last date of hire.

(C) Classification Seniority is the length of continuous unbroken service by an employee within the departmental classification since the employee's last date of hire.

(D) Employees covered by this Agreement not completing their initial probationary period of six (6) months of continuous unbroken employment shall not be considered to have seniority and shall not be considered regular employees.

Section 19.2 Seniority List

The County shall establish and maintain on a current basis seniority lists for all employees covered by this Agreement. The lists shall contain the date of hire by the division, and the date of promotion to current classification. A copy of the seniority list shall be available to the Union.

Section 19.3 Vacation Scheduling

Preference in vacation scheduling will normally be based on seniority and may be taken at any time during the year subject to approval of the department head, in accordance with provisions of Section 8.7 (A).

Section 19.4 Termination and Transfer

An employee shall lose all seniority in the event of voluntary quitting or discharge. Departmental seniority is not transferable except when an employee has been transferred as a result of a layoff. In addition, employees who leave the bargaining unit for more than six months and continue to be employed by the County as an elected official, supervisory employee or confidential employee, shall lose their seniority.

When a work-site transfer is necessary, the County will first consider qualified volunteers from inside the bargaining unit. Volunteers will be selected unless the County does not believe the employee has the appropriate skill for the job because of operational requirements.

In the case of an involuntary transfer, the County shall give thirty days notice whenever practical. If notice is not practical, the employee shall be reimbursed mileage for one month.

Section 19.5 Layoff

In the event of a layoff for any reason, employees shall be laid off in the inverse order of their division seniority in their classification. The county will provide at least fifteen (15) days notice to the employees and the Union of the layoff. Any employee who is to be laid off and who has advanced to his/her present classification from a lower classification in which he/she held a regular appointment may displace the employee in such lower classification in the same division who has the least Classification Seniority, provided the displacing employee has greater Classification Seniority than the employee to be displaced and provided further that the displacing employee possesses the qualifications and ability to perform the work in the lower classification. His/Her seniority in the lower classification shall be established according to the date of his/her regular appointment to that classification.

Employees shall be called back from layoff according to seniority in the classification from which the employee was laid off within the division. In the event of a tie in seniority, an employee who has worked for the County as a temporary, on-call or volunteer employee shall have their time credited for the sole purpose of breaking the tie. If there is still a tie, the tie shall be broken by a coin toss.

No new employees shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work. Layoff status shall terminate thirteen (13) months after the employee's layoff.

Employees on lay-off status shall keep the County informed of their current addresses. Any employee on lay-off status who fails to report to work within fourteen (14) working days after a registered letter is sent to his/her last known address, directing him/her to report to work, shall be considered a voluntary quit. The County shall have fulfilled its obligation hereunder when it has sent notification to report to work to the last known address given to the County by the employee.

Any employee who is physically disabled at the time of receiving notification shall not be required to report to work for a term not to exceed six (6) months from the date of notification provided that he/she notifies the County and furnishes satisfactory evidence of physical ability.

ARTICLE 20 - PERSONNEL FILES

Section 20.1 Access

The official personnel file for each employee shall be maintained in the Human Resources Department. Upon reasonable request, an employee may review and/or copy materials in his/her personnel file.

Section 20.2 Critical Material

No material reflecting critically upon an employee shall be placed in his/her personnel file without his/her signature or the opportunity to sign the material. A copy of the document must be furnished simultaneously to the employee. The employee shall have the right to submit a rebuttal which shall be placed in the County personnel file also. Signature by the employee does not necessarily indicate agreement with the material. If the employee refuses to sign, the supervisor shall note such fact on the material.

Section 20.3 Written Response

If an employee believes material which has been or is to be placed in his/her personnel file is incorrect, he/she may prepare a written explanation or opinion regarding the particular material and have it included in the personnel file. Such written explanation or opinion must be presented to the Human Resources Department within seven (7) days of the date the material in question is placed in the personnel file.

Section 20.4 Purging Information

Letters of reprimand involving items of a routine disciplinary nature shall be purged from the personnel file and supervisory files after two (2) years, unless the reprimand specifies an earlier period, provided that no other disciplinary actions, similar in nature have occurred. Requests to purge such information must be made by the employee to their immediate supervisor or department head and forwarded upon approval to the Human Resources Department.

Any file maintained by the County Human Resources Department regarding an employee may be inspected by the employee, or any other employee with the written permission of the affected employee. No material of an adverse nature may be kept against an employee unless introduced into the employee's County Personnel File along with the discipline as described in this Article.

If any material reflecting critically or adversely on an employee is proven to be materially incorrect, it shall be removed from the personnel file and supervisory files. Grievances shall not be placed in personnel files.

Nothing in this Article shall be construed as limiting the County's ability to maintain files required by law, including but not limited to litigation files and grievance history files.

ARTICLE 21 - GENERAL PROVISIONS

Section 21.1 Rules

It is jointly recognized that the County must retain broad authority to fulfill and implement its responsibilities and may do so by work rule, oral or written, existing and future. It is agreed, however, that no existing work rule or new work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement, provided that the requirements of Oregon law will always be paramount. New work rules shall be submitted to the Union in writing. In the event the Union considers a work rule to be inconsistent with a specific provision of this Agreement, or otherwise wishes to discuss the rule, it shall so notify the County within ten (10) days of when it and/or its representatives were first made aware of the rule. In such event, representatives of the County and the Union shall then meet and discuss the rule. If after such discussion the Union believes that the rule is in violation of this Agreement but the County does not agree, the Union may submit that question to Step III of Section 14.1 within five (5) working days of the discussion.

Section 21.2 Liability Insurance

The County agrees to adequately insure all employees in the bargaining unit against claims by third persons for personal injury or property damage resulting from the performance of an employee, including the use or operation of vehicles or equipment of the County, while engaged in the regular course of assigned duties.

Section 21.3 Union Business

(A) 1. Union activities by paid Council staff who are not County employees. Upon notification to the Department Head or designee such staff may visit with employees during breaks or meal periods in normal public areas which are not work sites of County premises.

2. Union business by Council staff or employees shall not be conducted during County work hours in work stations without the express permission of County management.

(B) Upon the approval of the Department Head or a designee, Union/employee representatives may investigate grievances and/or attend grievance hearings during working hours, without loss of pay, so long as such activity does not unduly interrupt or interfere with the performance of job duties.

Employees utilizing time under this section shall notify the appropriate supervisor and utilization shall not be unreasonably denied.

(C) Bulletin board space shall be provided the Union for the posting of meeting notices and other information of interest to its members. Such materials shall not be derogatory or

inflammatory in nature. Bulletin boards shall be in unobscured areas that are readily available to the members.

(D) The AFSCME Representative or Local President or his/her designee may utilize the County email system to announce or remind employees in the bargaining unit of Union meetings.

Section 21.4 Health and Safety

Further, to facilitate a safe work and operating environment and to protect the public and the employees, after consultation with the Union, the County will institute a "Drug Testing Program" Policy. The Policy will require periodic, random drug testing for illicit drugs and will also provide for supervisor-directed drug and alcohol testing based upon "probable cause" determinations. To the extent practical, the Policy will be consistent in purpose and effect with Federal DOT Drug Testing Regulations. The County will bear the expenses of such tests.

ARTICLE 22 - SAVINGS CLAUSE AND FUNDING

Section 22.1 Savings Clause

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

Section 22.2 Funding

The parties recognize that revenue needed to fund the wages and benefits provided by this Agreement must be approved annually by the established budget procedure and in certain circumstances by a vote of the citizens. The County has no intention of reducing the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement and makes no guarantee as to passage of such budget requests for voter approval thereof.

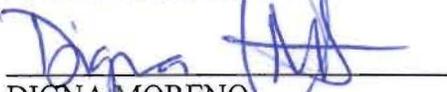
ARTICLE 23 - CONTRACT EXPIRATION

Section 23.1 Expiration Date

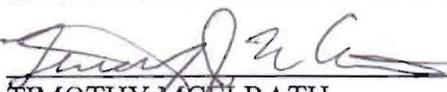
Except where otherwise specifically stated, this Agreement shall be effective from July 1, 2013, and shall remain in full force and effect through the 30th day of June, 2016. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than May 1, 2016 that it wishes to modify this Agreement for any reason. In the event that such notice is given, negotiations shall begin not later than thirty (30) days after said notice. This Agreement shall remain in full force and effect during periods of negotiations.

IN WITNESS WHEREOF, the parties have executed this Agreement this 21 day of AUGUST, 2013.

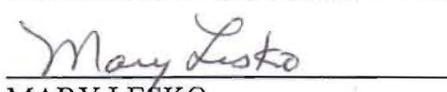
UMATILLA COUNTY EMPLOYEES
Union, LOCAL 3742 OF
THE AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, COUNCIL 75



DIGNA MORENO
BARGAINING TEAM MEMBER



TIMOTHY MOELRATH
BARGAINING TEAM MEMBER

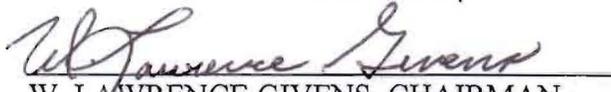


MARY LESKO
BARGAINING TEAM MEMBER

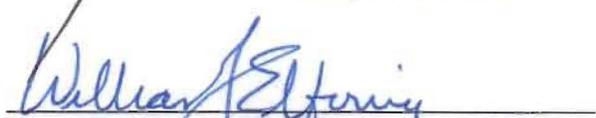


ROGER BOUCH
COUNCIL REPRESENTATIVE
OREGON AFSCME COUNCIL 75

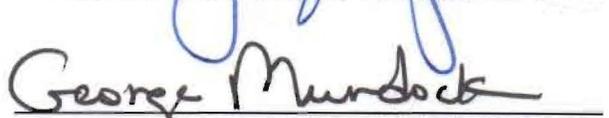
UMATILLA COUNTY
BOARD OF COMMISSIONERS



W. LAWRENCE GIVENS, CHAIRMAN



WILLIAM J. ELFERING, COMMISSIONER



GEORGE L. MURDOCK, COMMISSIONER



**Exhibit A
Salary Schedule 2013 - 2015**

RANGE	<u>Effective 7/01/13</u>		<u>Effective 7/01/14</u>		<u>Effective 7/01/15</u>	
	<u>0%</u>	<u>POST</u>	<u>2%</u>	<u>POST</u>	<u>3%</u>	<u>POST</u>
	PROBATION	PROBATION	PROBATION	PROBATION	PROBATION	PROBATION
10	2,185	2,294	2,229	2,340	2,296	2,411
	26,220	27,528	26,748	28,080	27,552	28,932
	12.61	13.23	12.86	13.50	13.25	13.91
11	2,293	2,408	2,339	2,456	2,409	2,529
	27,516	28,896	28,068	29,472	28,908	30,348
	13.23	13.89	13.49	14.17	13.9	14.59
12	2,385	2,504	2,433	2,555	2,506	2,631
	28,620	30,048	29,196	30,660	30,072	31,572
	13.76	14.45	14.04	14.74	14.46	15.18
13	2,501	2,626	2,551	2,679	2,628	2,759
	30,012	31,512	30,612	32,148	31,536	33,108
	14.43	15.15	14.72	15.46	15.16	15.92
14	2,551	2,679	2,602	2,732	2,680	2,814
	30,612	32,148	31,224	32,784	32,160	33,768
	14.72	15.46	15.01	15.76	15.46	16.23
15	2,660	2,793	2,713	2,849	2,794	2,934
	31,920	33,516	32,556	34,188	33,528	35,208
	15.35	16.11	15.65	16.44	16.12	16.93
16	2,790	2,930	2,846	2,988	2,931	3,078
	33,480	35,160	34,152	35,856	35,172	36,936
	16.1	16.9	16.42	17.24	16.91	17.76
17	2,896	3,041	2,954	3,102	3,043	3,195
	34,752	36,492	35,448	37,224	36,516	38,340
	16.71	17.54	17.04	17.9	17.56	18.43
17A GROUP WORKER I Range 17 + 3%	2,938	3,085	2,997	3,147	3,087	3,241
	35,256	37,020	35,964	37,764	37,044	38,892
	16.95	17.8	17.29	18.16	17.81	18.7
18	3,006	3,156	3,066	3,219	3,158	3,316
	36,072	37,872	36,792	38,628	37,896	39,792
	17.34	18.21	17.69	18.57	18.22	19.13
19	3,114	3,270	3,176	3,335	3,271	3,435
	37,368	39,240	38,112	40,020	39,252	41,220
	17.97	18.87	18.32	19.24	18.87	19.82

**Exhibit A
Salary Schedule 2013 - 2015**

RANGE	<u>Effective 7/01/13</u>		<u>Effective 7/01/14</u>		<u>Effective 7/01/15</u>	
	<u>0%</u>	<u>POST</u>	<u>2%</u>	<u>POST</u>	<u>3%</u>	<u>POST</u>
	PROBATION	PROBATION	PROBATION	PROBATION	PROBATION	PROBATION
19A	3,160	3,318	3,223	3,384	3,320	3,486
GROUP WORKER II	37,920	39,816	38,676	40,608	39,840	41,832
Range 19 + 3%	18.23	19.14	18.59	19.52	19.15	20.11
M19	3,226	3,387	3,291	3,456	3,390	3,560
MH ASSOC I	38,712	40,644	39,492	41,472	40,680	42,720
	18.61	19.54	18.99	19.94	19.56	20.54
20	3,228	3,389	3,293	3,458	3,392	3,562
	38,736	40,668	39,516	41,496	40,704	42,744
	18.62	19.55	19	19.95	19.57	20.55
M20	3,246	3,408	3,311	3,477	3,410	3,581
DD CASE MANAGER	38,952	40,896	39,732	41,724	40,920	42,972
	18.73	19.66	19.1	20.06	19.67	20.66
21	3,364	3,532	3,431	3,603	3,534	3,711
	40,368	42,384	41,172	43,236	42,408	44,532
	19.41	20.38	19.79	20.79	20.39	21.41
21A	3,463	3,636	3,532	3,709	3,638	3,820
PROBATION COUN. I	41,556	43,632	42,384	44,508	43,656	45,840
Range 21 + 3%	19.98	20.98	20.38	21.4	20.99	22.04
M21	3,337	3,504	3,404	3,574	3,506	3,681
MH ASSOC I COORD	40,044	42,048	40,848	42,888	42,072	44,172
Grandfathered old S 3	19.25	20.22	19.64	20.62	20.23	21.24
M21A	3,407	3,577	3,475	3,649	3,579	3,758
DD CASE MGR COORD	40,884	42,924	41,700	43,788	42,948	45,096
Grandfathered old S 3	19.66	20.64	20.05	21.05	20.65	21.68
22	3,493	3,668	3,563	3,741	3,670	3,854
	41,916	44,016	42,756	44,892	44,040	46,248
	20.15	21.16	20.56	21.58	21.17	22.23
23	3,619	3,800	3,691	3,876	3,802	3,992
	43,428	45,600	44,292	46,512	45,624	47,904
	20.88	21.92	21.29	22.36	21.93	23.03
M23	3,717	3,903	3,791	3,981	3,905	4,100
MH ASSOC II	44,604	46,836	45,492	47,772	46,860	49,200
	21.44	22.52	21.87	22.97	22.53	23.65

**Exhibit A
Salary Schedule 2013 - 2015**

RANGE	<u>Effective 7/01/13</u>		<u>Effective 7/01/14</u>		<u>Effective 7/01/15</u>	
	<u>0%</u>	<u>POST</u>	<u>2%</u>	<u>POST</u>	<u>3%</u>	<u>POST</u>
	PROBATION	PROBATION	PROBATION	PROBATION	PROBATION	PROBATION
24	3,757	3,945	3,832	4,024	3,947	4,144
	45,084	47,340	45,984	48,288	47,364	49,728
	21.68	22.76	22.11	23.22	22.77	23.91
24A PROBATION COUN. II Range 24 + 3%	3,873	4,067	3,950	4,148	4,069	4,272
	46,476	48,804	47,400	49,776	48,828	51,264
	22.34	23.46	22.79	23.93	23.48	24.65
M24A MH SPEC I	3,895	4,090	3,973	4,172	4,092	4,297
	46,740	49,080	47,676	50,064	49,104	51,564
	22.47	23.6	22.92	24.07	23.61	24.79
25	3,898	4,093	3,976	4,175	4,095	4,300
	46,776	49,116	47,712	50,100	49,140	51,600
	22.49	23.61	22.94	24.09	23.63	24.81
M25 MH ASSOC II COORD Grandfathered old S 3	3,848	4,040	3,925	4,121	4,043	4,245
	46,176	48,480	47,100	49,452	48,516	50,940
	22.2	23.31	22.64	23.78	23.33	24.49
26	4,051	4,254	4,132	4,339	4,256	4,469
	48,612	51,048	49,584	52,068	51,072	53,628
	23.37	24.54	23.84	25.03	24.55	25.78
M26 MH SPEC I COORD Grandfathered Old S 3	4,032	4,234	4,113	4,319	4,236	4,448
	48,384	50,808	49,356	51,828	50,832	53,376
	23.26	24.43	23.73	24.92	24.44	25.66
27	4,204	4,414	4,288	4,502	4,417	4,638
	50,448	52,968	51,456	54,024	53,004	55,656
	24.25	25.47	24.74	25.97	25.48	26.76
28	4,383	4,602	4,471	4,695	4,605	4,835
	52,596	55,224	53,652	56,340	55,260	58,020
	25.29	26.55	25.79	27.09	26.57	27.89