



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BAKER COUNTY

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 503, OPEU
BAKER COUNTY EMPLOYEES, LOCAL 596**

EXPIRES: JUNE 30, 2017

**SEIU LOCAL 503, OPEU
920 S.W. FRAZER AVE., STE. 120
PENDLETON, OR 97801
541-276-4983/800-452-8146
www.seiu503.org**

**BAKER COUNTY
1995 THIRD STREET
BAKER CITY, OR 97814
541-523-8200**

PREAMBLE

This Agreement is entered into by and between the County of Baker, hereinafter designated as "County", and SEIU Local 503, OPEU hereinafter designated as "Union". The purpose of this agreement is to regulate the mutual relations relating to wages, hours and working conditions of employees covered by this Agreement, as provided by state statute.

The parties agree all issues related to bargaining fall under the jurisdiction of the Employment Relations Board and are not subject to the grievance procedure contained herein.

ARTICLE 1 - RECOGNITION

The County recognizes the Union as the sole and exclusive bargaining agent for all employees of Baker County, excluding those in the Sheriff's Department, the Consolidated Dispatch Center, elected officials, confidential employees, supervisory employees, appointed County board and commission members, part-time employees working less than 20 hours per week, and seasonal or temporary employees working less than 1040 hours per year.

ARTICLE 2 - AMENDMENTS

This Agreement may be amended, altered or added to only by written agreement of the parties. This article does not preclude the County from raising issues not covered by the contract and bargaining as required by statute.

ARTICLE 3 - UNION RIGHTS

3.1 Non-Discrimination. Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the County or by any employee organization because of his/her exercise of these rights.

Complaints processed pursuant to this section shall not be arbitrable.

3.2 Check-Off. Upon written consent of an employee within the bargaining unit, the County will begin deducting Union dues or other deductions for the next pay period and will continue to make the regular deduction until such time as the employee rescinds the request in writing. The aggregate deductions of all employees shall be remitted together with an itemized statement to the Union no later than the tenth of the month following the month for which the deductions were withheld, electronically if possible to email address as provided by the Union. The itemized statement shall include name, Social Security number, monthly base pay, amount of dues deducted, and FTE.

3.3 Fair Share. All employees covered by the terms and conditions of this Agreement shall become a member of the Union or pay the equivalent of dues and initiation fee to the Union. Payment in lieu of dues shall be deducted from the employees' wages in accordance with ORS 243.672 (1) (c). Such dues

and initiation fee shall be determined by the Union in accordance with statutory and constitutional requirements.

3.4 Religious Objection. Any individual employee's objection based on a bona fide religious tenet or teaching of a church or religious body of which said employee is a member will require the employee to inform the County and the Union of his/her objection. The employee will meet with the representative of the Union and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Union membership dues to a non-religious charity. Such dues shall be determined by the Union in accordance with statutory and constitutional requirements.

3.5 Hold Harmless. The Union will indemnify, defend and hold the County harmless against any claims or any suits against the County as a result of the County's actions carrying out the provisions of this article.

3.6 Union Representative Visits. The exclusive representative shall have the right to visit with members of the bargaining unit during working time as long as such visitations do not unreasonably interfere with the employee's work assignment. The intent of this provision is to allow the exclusive representative to visit with a member of the bargaining unit during working hours but shall not include the privilege of assembly of more than two (2) members at any one time. The Union agrees to give reasonable notice to the Human Resources Director of such visits when feasible. In any event, notice shall always be given prior to any visit occurring.

3.7 New Employees. A copy of this Collective Bargaining Agreement and the Personnel Policy Manual will be available to all new employees. Also, the union shall be granted the opportunity, without loss of pay, for an initial orientation with new union employees at the time Human Resources provides orientation. In the event that a new employee orientation does not occur within 30 days from the hire date, the Human Resources Director shall give the name(s) of the new employee(s) to an appointed union representative. This time is not to be used for discussion of labor/management disputes. The Union will provide a list of representatives that can be called for orientation purposes.

3.8 Union Leave. Official Union delegates and members of the SEIU Local 503, OPEU, Board of Directors may, based on operational requirements, be granted personal leave, accrued vacation leave, accrued compensatory time, or leave of absence without pay at their request to attend the Union's annual General Council. The Union shall notify the County of the names of official delegates and board members who attend General Council, at least 30 days in advance of the date of the General Council.

Subject to the employee's work unit operating requirements, official Union Stewards may be granted personal leave, accrued vacation leave, accrued compensatory time, or leave of absence without pay at their request to attend the Union's annual Steward Conference. Such request will be submitted in writing at least ten (10) workdays before the conference.

The Union President or Executive Director shall, at his/her request, be given release time from his/her position for a period not to exceed the term of his/her office for the performance of Union duties directly related and central to the collective bargaining relationship. In the event the employee is given release time the County may replace the employee with a temporary hire for the duration of the release even if it exceeds the 1040 hours specified in Article 1 - Recognition. The released employee will be returned to the position they vacated, if the position still exists, as if they were on layoff status. The Union shall indemnify and the Union and President hold the County harmless against any and all claims, damages,

suits, or other forms of liability which may arise out of any action taken or not taken by the County for the purpose of complying with this Section.

Subject to the operational requirements of the agency, employees in the bargaining unit may be granted a leave of absence without pay no more than one (1) year to work for the Union. Such requests shall be made by the SEIU Local 503, OPEU. Extensions of leaves shall be subject to mutual agreement. Upon return to service, the employee shall be returned to the same class and the same work location as held when the leave was approved. Where return to the employee's former position can be reasonably accommodated such return shall be made. The employee may self-pay and continue insurance coverage under the County plan as provided and allowed by the carrier.

3.9 Labor Management Meeting. The Commission Chair and the President of the employee group will meet at least quarterly to discuss general issues of concern. These meetings will be scheduled by mutual agreement and may include other managers or bargaining unit employees as mutually agreed. In any event, the President will be entitled to have at least two (2) other employee from differing parts of the bargaining unit to engage in these meetings. Employee representatives shall not suffer any loss of pay as a result of these meetings.

ARTICLE 4 - RIGHTS OF MANAGEMENT

It is understood and agreed that the County possesses the sole right to conduct the County's business and to carry out its obligations, including the right to subcontract, but that such rights are subject to such conditions, requirements and limitations as may be applicable under law, whether it be federal, state or county law, and must be exercised consistently with the provisions of this Agreement. The power or authority which the County has not officially and expressly abridged, delegated or modified by this contract are retained by the County. Except as otherwise specifically limited by the terms of this Agreement, the County retains all of the customary, usual and exclusive rights which include the decision making process, the functional process and the authority connected with, or in any way incident to its responsibility to manage the affairs of the County or any part thereof. Without limitation, but by way of illustration, the rights of the County shall include the following:

- A. To determine and to follow the County's financial, budgetary and accounting procedures.
- B. To determine the services to be rendered to the citizens of the County and to what level or quality of service that will be rendered.
- C. To direct and supervise all operations, functions and policies of the department in which the employees are hired. To designate and to assign all work duties, days, the hours of work, and all work locations as may be required. To introduce new duties within each department. The right to determine the methods, procedures and the manner in which the employee will perform the work. The right to determine the need for and the qualifications of new employees, transfers, promotions, and to evaluate the quality of the work performed by each employee involved therein. The right to purchase, dispose of and assign the equipment and supplies in the performance of the employee's duties. The right to implement new, revise or discard old methods, procedures, policies, materials, facilities and standards in each department.
- D. To determine the need for a reduction or an increase in the work force or liquidate any office, branch, operation or facilities and to relocate, reorganize or combine the work of departments,

offices, branches, operations or facilities for budgetary or other administrative reasons. To terminate or demote employees when required.

- E. To determine the need for additional educational courses, training programs, on-the-job training and cross training, and to assign employees to such duties with their concurrence.
- F. The right to contract or subcontract work as may be determined, however, in the event the County decides to contract out work traditionally done by members of this bargaining unit that has an impact on the number of County employees, the County will meet with Union to negotiate effective means to minimize the impact of such action on employees before implementation.

ARTICLE 5 - PROBATIONARY PERIOD

5.1 New Employee. New personnel will be on a 12 month probationary period and during this time may be disciplined or terminated at the discretion of the department head with or without just cause and such action shall not constitute a violation of this agreement and is not subject to the grievance or arbitration procedure contained herein.

5.2 Advancement. For the purpose of this section, “advancement” shall be defined as a current employee’s placement in a higher classification not in the employee’s job series.

Any employee advancing to a new position shall be on a six (6) month probationary period. The County may extend the probationary period an additional six (6) months if it deems it to be necessary. If the County chooses to extend the probationary period, the employee will be given written notice of the extension at least ten (10) working days prior to the end of the employee’s probationary period. The written notice will include the reason for the extension. At the end of such probation, a written approval or disapproval of the employee's actions shall be placed in the employee's personnel file by the supervisor and a copy furnished to the employee. If disapproval is noted, the employee shall be placed in a prior or an equivalent position at the prior pay scale. Employees advancing to a new position and successfully completing their probationary period shall advance on the salary schedule in one year intervals upon satisfactory performance.

5.3 Promotion. For the purpose of this section, “promotion” shall be defined as an employee’s movement to a higher classification in the same job series.

Regular employees of the County shall serve a probationary period of four (4) months when promoted to a higher classification. If the employee does not successfully complete the probation period, he/she shall return to his/her previous position or a similar classified position.

5.4 Voluntary Reduction. Whenever an employee voluntarily reduces to a position in a lower classification, the employee shall serve a probationary period of four (4) months. If an employee does not successfully complete the probation period, he/she is not entitled to return to their former position and will be subject to termination under the same terms as defined in 5.1 New Employee.

When an employee changes classifications under this section, he/she shall be placed at the step in the lower range closest to their pay rate prior to the reduction, but in no event shall the employee’s pay be higher.

5.5 Reclassification. Reclassification shall be defined as an action where the County has changed the classification of an employee's position to reflect duties and responsibilities that the employee is already successfully completing. When this occurs, the employee will not be required to serve a probationary period.

Annotation: These provisions (sections 5.2, 5.3, 5.4, and 5.5) were changed in 1999, to reflect the parties desire to better define how employees move in the organization and to grant greater flexibility to the County in measuring employees ability to be successful in these positions.

ARTICLE 6 - HOURS

6.1 Work Week. A normal work week for full time bargaining unit members shall consist of 40 hours. It is understood that the normal work week for employees is Monday through Friday, although the County retains the right to change the work week so long as such change is not arbitrary.

6.2 Work Day. The normal work day for full time bargaining unit members shall consist of eight (8) hours or ten (10) hours if the employee is scheduled to work a 4/10 schedule, and such hours shall be consecutive except for rest periods and the meal period. Breaks and meals shall be granted in accordance with current practice.

6.3 Alternate Work Schedules. An employee may be allowed to work a flexible work schedule upon written approval of his/her request. When appropriate to the flexible work schedule, 7.1 below will be waived and overtime will be paid in accordance with the 7 (b) (1) exemption in the Fair Labor Standards Act.

6.4 Part-time. For the purpose of this agreement, all covered employees working less than 40 hours per week will have all benefits specified herein prorated based on their regular part-time schedule, e.g., ½ time or ¾ time regardless of intermittent deviations to the employee's regularly scheduled work week.

ARTICLE 7 - OVERTIME

7.1 Definition. Except as otherwise provided herein or by mutual agreement, overtime shall be defined as any hours worked over 40 in a workweek, eight (8) in any one (1) work day or ten (10) in any one work day if the employees are working a 4-10 schedule. Overtime shall be computed to the nearest quarter (1/4) hour.

The computation of hours worked shall include any paid leave hours taken by the employee except for sick leave. The supervisor or department head may flex an employee's schedule to avoid the use of sick leave.

7.2 Form of Compensation. Overtime shall be paid at one and one-half (1 1/2) times the employee's present hourly salary or compensatory time off at a rate of one and one-half (1 1/2) times the overtime worked, if compensation time is in agreement with supervisor. An employee may accumulate no more than 24 hours of compensatory time and compensatory time may be taken only if overtime does not have to be paid to another employee to cover the shift. The above 24 hour compensation time limit may vary with prior approval of the County.

7.3 Transportation. The County will provide transportation to and from the job site, from the employee's normal reporting site, on County time.¹

7.4 Standby. Employees required to be on standby shall be compensated for three (3) hours of work at their regular rate for each 24 hour period on standby duty.

7.5 Phone Calls for Juvenile Department. When an employee responds to a telephone call outside normal working hours which requires emergent social services, but does not necessitate the employee leaving his/her location, the minimum compensation the employee receives shall be 15 minutes. This compensation shall be applied as set out in 7.2 Form of Compensation.

Example: If an employee receives more than one call and the total time does not exceed 15 minutes, the employee is only entitled to 15 minutes of paid time.

If calls exceed 15 minutes, compensation will be received to the next highest quarter hour.

If, as a result of the call the employee is required to travel to a work location, overtime pay shall be in effect beginning from receipt of the phone call until completion of the duties and no additional compensation will be received for the phone call.

ARTICLE 8 - COMPENSATION

8.1 Salary Schedule. The salary schedule shall be adjusted as set out below:

July 1, 2012 – 2% increase

July 1, 2013 – 2% increase

July 1, 2014 – 2% increase

July 1, 2015 – This section of the agreement may be reopened by either party no later than March 1, 2015. If notice is not provided as specified herein, the salary schedule in effect as of June 30, 2015 shall remain in effect.

July 1, 2016 – This section of the agreement may be reopened by either party no later than March 1, 2016. If notice is not provided as specified herein, the salary schedule in effect as of June 30, 2016 shall remain in effect.

Parties agree the re-opener is for the purpose of determining a fair salary adjustment only. Further, the parties agree when wages are re-opened in accordance to this section, the provision in Article 20, No Strike/No Lockout will be waived.

¹ In 1993, the language for this section was changed to clarify the current practice of application. The County is not intending to change normal reporting sites by virtue of this clarification to the language. For example: 1) Employee reporting to Halfway and to Baker will continue to report to those sites; 2) Temporary operational needs, such as an assignment to the crusher in Halfway will not create a change in the site employees report to; 3) New, fully operational, reporting sites may be developed by the County based on operational needs and increased manpower, but such assignments would be offered first on a voluntary basis and only required if there were not a sufficient number of volunteers; 4) Assignment changes would also be made based on promotional opportunities.

8.2 Clothing/Equipment Allowance. Employees in the classifications of Equipment Operator, Laborer, Building Maintenance Worker and Foreman and employees in the watermaster's office will be paid an annual allowance of \$400 on the first paycheck of each new fiscal year to provide partial reimbursement for clothing and equipment they purchase and maintain for use on the job.

Annotation: This provision was added in 1999 to help employees in the specified classifications cover some of the expenses they incur as a result of the unique nature of their job. Coveralls and boots were mentioned as items that qualify for reimbursement. Coveralls, because of the necessity to protect work clothes when performing certain tasks. Boots, because of hazardous or corrosive materials employees may have to work in, particularly when paving.

8.3 Longevity Compensation. Employees will be compensated for longevity at the following rates annually beginning September 2002:

- 10-14 years - \$100 (one hundred dollars)
- 15-19 years - \$200 (two hundred dollars)
- 20-24 years - \$300 (three hundred dollars)
- 25 + years - \$400 (four hundred dollars)

ARTICLE 9 - HEALTH, ACCIDENT AND LIFE INSURANCE

The County will provide and maintain the City/County Insurance Services Co-Pay Plan B with current options for well baby care and physical examination through December 31, 2012. The County will provide and maintain Dental Plan III and VSP vision plan V-24 for the life of the contract. The County will provide the above-referenced plans or any substantially comparable plans. Beginning January 1, 2013, the County will provide a new medical plan through CIS that is the Blue Cross High Deductible Health Plan with Health Savings Account (HDHP w/HSA) with a \$1,500/3,000 deductible, or coverage that is substantially equivalent on the whole. They will also include Optional Rider Alternative Care Plans (including Naturopathic & Acupuncture, \$1,000 annual max).

- a. HSA Contributions: In addition, the County will deposit \$1,500 for an individual and \$3,000 for a family for the 2013 and 2014 calendar years, \$1,350/\$2,700 for the 2015 calendar year, \$1,275/\$2,550 for the 2016 calendar year and \$1,200/\$2,400 for the 2017 calendar year.
- b. Employees with dual health coverage (are also covered by a secondary health insurance) are not eligible for HSA plans, so they will have the equivalent amount deposited into a VEBA account.
- c. The HSA/VEBA banking partner will be determined by the County.
- d. New hire employees will receive pro-rated funding based on insurance eligibility date (after 3 mo. wait).
- e. Funding for the HSA/VEBA accounts will take place no later than the fifth (5th) business day of January 2013. Funding for years 2014 through 2017 will occur semi-annually, no later than the fifth (5th) business day of January and July of each year.

The County will be responsible for 95% of the premium expense and the employee will be responsible for 5% of the expense. The employees' contributions will be automatically deducted from their paychecks.

The County shall provide such coverage, if an employee is absent due to illness or disability, in accordance with FMLA/OFLA regulations.

The County will provide \$20,000 in life insurance at no cost to the employee.

ARTICLE 10 - ON-THE-JOB INJURY PROTECTION

All employees will, in accordance with the applicable statutes, be insured under the Workers Compensation Law. Employee's regular pay shall be continued for the first three (3) calendar days if the period of the temporary disability is for less than 14 calendar days (for non-hospitalized injuries). During the period that the employee qualifies for time loss benefits, the County will continue to contribute towards the cost of medical, dental, and life insurance as though the employee were working. Such contributions shall continue for 12 months or until the employee's claim is closed or the employee is certified to return to full or partial duty, whichever occurs first.

ARTICLE 11 - VACATIONS

11.1 Accrual. An employee (includes part-time employees on prorated basis) shall accrue vacation time on the following monthly schedule:

YEARS WORKED	WORK DAYS VACATION
0 - 5	1 day per month
5 - 10	1¼ days per month
10 - 15	1½ days per month
15 - 20	1¾ days per month
20 - 25	2 days per month
25+	2½ days per month

(Note: The above schedule is based on an eight (8) hour day.)

11.2 New Employees. First year employees may use accrued vacation time after six (6) calendar months from their hire date. The County shall not be obligated to compensate an employee for accrued vacation time if they do not complete their probationary period.

11.3 Accrual Limit. Accrued vacation time in any instance shall not exceed 250 hours. At no time shall vacation taken exceed that which has been earned by the employee. Employee vacations are scheduled at the discretion of supervisors.

11.4 Termination or Death. Upon termination after one year of employment, accrued vacation time will be paid for at the employee's last regular rate of pay. Upon an employee's death, during employment with the County, all unused accrued vacation days will be paid for in full at the last regular rate of pay of said employee to the employee's heirs or estate.

11.5 Transfers. Employees transferring between County departments shall have all accumulated vacation and sick leave transferred to the new department. Accumulated compensatory time shall be paid upon transfer.

11.6 Vacation Cash Out. Employees may sell back up to 40 hours of accrued vacation time in conjunction with a scheduled vacation of one week or more. This cash out opportunity may only be exercised once each fiscal year.

ARTICLE 12 - HOLIDAYS

12.1 Recognized Days. The following holidays will be recognized by the County:

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

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

12.2 Holiday Work. Whenever an employee is required to work on one of the above paid holidays, they shall receive, in addition to their regular holiday pay (eight (8) hours for full-time employees), compensation of time and one-half for all hours worked. The maximum compensation received shall not exceed two and one-half (2 1/2) times regular salary.

ARTICLE 13 - SICK LEAVE

13.1 Accrual. An employee (includes part-time employees on prorated basis) shall be granted one (1) day per month sick leave upon employment with the County. Sick leave time may accumulate without a maximum limit. After one (1) year employment upon termination from County, or death of the employee, one half (1/2) of accumulated sick pay (to a maximum of 30 days payment) will be paid to the employee or heirs at the last regular rate of pay (i.e., if employee has 30 days accumulated, payment would be 15 days). Part-time employees shall have sick leave credit on a prorated basis, based on 173.33 hours per month, i.e., if working four (4) hours daily, allow one-half (1/2) day.

13.2 Retirement Credit. Sick leave will be reported to PERS (Public Employees Retirement System) for inclusion in retirement computation pursuant to State law.

13.3 Family Illness. Sick leave may be used for immediate family (spouse, children or parents) illness. Leave requests under this section will be applied and integrated with the Oregon Family Medical Leave

Act and the federal Family Medical Leave Act. However, application of these two statutes shall not create a dual benefit.

Annotation: This section was changed in 1999, to clarify that the Oregon Family Medical Leave Act integrates with this benefit provided by the Contract. Specifically, time taken that qualifies under the Act will be tracked to ensure the appropriate amount of leave time under the act is afforded the employee.

13.4 Funerals. Up to three (3) days sick leave may be used for funerals of family members (spouse and spousal equivalent, children, parents, siblings, parents-in-law and grandparents). Additionally, employees may take up to two additional days of sick leave if a funeral is outside of Baker County. Up to one (1) day sick leave may be used for funeral of non-family members upon agreement with supervisor. More time, if needed, may be granted by supervisor from the employee's comp time, vacation time or unpaid leave.

ARTICLE 14 - OTHER LEAVES OF ABSENCE

14.1 With Pay. An employee shall be granted a leave of absence with pay for:

- A. Receiving a call for jury duty; all fees received from jury duty except actual expenses shall be returned to the County. If an employee is dismissed from jury duty prior to noon, the employee must return to work.
- B. Other authorized duties in connection with County business.

14.2 Without Pay. The County will consider a written application for leave of absence without pay once an employee has utilized all appropriate accrued leave banks. The County may terminate or cancel such leave by 30 days written notice mailed to the address given by the employee on his/her written application for such leave. Such leave shall not be approved for the purpose of accepting employment outside the service of the County, and notice that the employee has accepted employment or entered into full-time business or occupation may be accepted by the County as a resignation.

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

14.3 Military Leave. Military leave shall be granted in accordance with State and federal requirements.

14.4 Catastrophic Leave. Non-probationary employees may donate accumulated vacation or accrued compensatory time to employees that have been on leave for an illness or injury for 30 continuous days or more and they have exhausted all of their paid leave. In order to receive donated leave under this provision, a written request for catastrophic leave must be submitted to the Personnel Manager. The written request must be accompanied by a certification from the employee's physician describing the

need for and the expected duration of his/her absence. A written request for leave may be made prior to the exhaustion of leave or 30 days, but in no event will employees receive any donated compensation prior to those factors being applied.

The County will manage the donation of time and will credit back unused hours. All donated hours will be used based on the hourly value of the grantor.

Employees not represented by this Agreement may donate leave hours if they choose. Members of the bargaining unit may also donate hours to non-represented employees. All donations of leave time will be confidential and submitted in written form to the Personnel Manager.

Annotation: This provision was adopted in 1999 to allow the opportunity for continued compensation for employees that have an extended illness or injury when they have exhausted all of their other paid leave. This benefit is available to all employees of the bargaining unit that have completed new-hire probation.

ARTICLE 15 - LAYOFF

15.1 Layoff. In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classifications within a department. Any employee who is to be laid off who has advanced to his/her present classification from a lower classification in the same department in which he/she held full-time employment shall be given an opportunity to bump a less senior employee in his/her former position. In a bumping situation, classification seniority shall also be used. In the case where an employee was hired or promoted into a classification which allowed him/her to skip a classification, said employee shall retain the right to bump a less senior employee in any classification skipped, as long as he/she can perform the duties of said classification.

Intent: The intent of this article language is to address specific layoff processes in departments that have levels of classification. This language is not to be used to supersede seniority as specified in all other classification levels.

All employees will be given at least two (2) weeks written notice of layoff.

15.2 Recall. Recall rights shall exist for a period of 18 months from date of layoff. Employees shall be called from layoff according to seniority in the classification from which the employee was laid off with the department. No new employees shall be hired in any classification until all employees who have been laid off and are still eligible for recall in that classification have had an opportunity to return to work. It shall be the employee's responsibility to keep the County apprised of his/her current mailing address during the recall period.

ARTICLE 16 - PERSONNEL RECORDS

16.1 Review. Employees may review their personnel file except for references from previous employers. A copy of specific material will be provided to an employee upon written request, except for references from previous employment.

16.2 Signature. No material reflecting critically upon the employee may be placed in any employee personnel file that does not bear the signature of the employee or a statement by the employee's supervisor that the employee has seen the material and been provided a copy.

Employees shall sign any adverse materials placed in their personnel file. Any adverse document will have the signature line prefaced by the following statement:

Signature indicates the employee has seen this document, but does not necessarily indicate agreement with its contents.

Employees shall be given a copy of those "Personnel Actions" affecting their pay or classification.

Signatures required by the employer on any document that might be placed in the employee's personnel file or used by the Employer to support their position in a labor dispute shall confirm only that the supervisor has discussed and given a copy of the material to the employee, and does not indicate agreement or disagreement.

16.3 Removal. At the request of the employee, the County shall remove written reprimands from the personnel file after three (3) years from the date the action was taken. Such documentation may be removed prior to three (3) years, provided there has been no recurrence of the problem or a related problem in that time, provided a request is made to and approved by the head of personnel. Documentation relating to disciplinary action recommended, but not taken, or disciplinary action that has been overturned and ordered removed from the employees official personnel file(s) on final appeal, shall be removed.

ARTICLE 17 - DISCIPLINE AND DISCHARGE

17.1 Just Cause. Employees may only be disciplined or discharged for just cause. Such discipline or discharge may be protested through the grievance procedure except as provided in Article 5 - Probationary Period.

Just cause shall be determined in accordance with the following guidelines:

- A. The employee shall have some warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person;
- B. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate;
- C. The County must conduct a reasonable investigation;
- D. It must be determined that the employee is guilty of the alleged misconduct or act;
- E. The discipline must be appropriate, based on the severity of the misconduct;
- F. The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

17.2 Immediate Dismissal. At the discretion of the County Court and the department head, the following actions by an employee may be grounds for immediate dismissal:

- A. Drinking of alcoholic beverages while on duty or while in County equipment;
- B. Malicious destruction of County property;
- C. Theft of County property;
- D. Intentional falsification of application for employment and/or County records (including job duty records).

The above is only an example of causes for immediate dismissal and is not intended to limit the County's right to terminate for serious misconduct and the employee retains all due process rights provided by this agreement.

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

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

ARTICLE 18 - SETTLEMENT OF DISPUTES

18.1 Resolution Process. Any dispute which may arise between the parties over the application, meaning or interpretation of this agreement shall first be brought to the attention of the employee's immediate supervisor. The employee and the supervisor, within 15 days² of the employee's knowledge of the problem, shall informally discuss the problem and attempt to resolve it. If no resolution can be achieved, the employee or the Union shall proceed as follows:

Step 1 - If an employee is unable to resolve a dispute with an informal discussion with his/her supervisor and seeks further resolution, the employee/Union, within ten (10) days of the supervisor's response, shall file an official grievance with the County. Such grievance shall be filed, in writing, with the Human Resources Director.

2 [□]All references to "days" in this article shall be considered working days (Monday-Friday).

The written grievance shall be submitted on the Union's "Official Statement of Grievance" form attached as Exhibit B at the end of this contract and the explanation section shall include:

- a) A description and date of the circumstance that led up to or is the cause for the grievance; and
- b) The date and explanation of the informal attempt to resolve the problem with the employee's immediate supervisor and the date of the supervisor's expressed inability to resolve the dispute.

(Note: The Union agreed to complete the grievance form to the best of their ability based on its requirements and a & b above. Although full information is necessary for the County to properly assess a grievance, it is agreed that failure to provide all the necessary information will not nullify the grievance.)

Step 2 - The management team will consider the written grievance and shall meet with the employee and a representative of the Union within ten (10) days of its submission in writing. Within ten (10) days of its meeting with the employee, the management team shall render a written decision and provide same to the employee and the Union representative.

Step 3 - If the above process fails to resolve the grievance and the employee/Union decides to carry it further, they shall, within 30 days of the management team's written decision, notify the management team they are proceeding to arbitration. The parties will select three (3) mutually agreeable arbitrators and maintain the list for the life of this agreement. Each arbitrator shall rotate to the bottom of the list after each appointment.

The arbitrator's decision shall be final and binding, but he/she shall have no power to alter, modify, add to or subtract from the terms of this Agreement. His/her decision shall be within the scope and terms of the Agreement, and in writing.

The arbitrator shall be asked to submit his/her award within 30 calendar days from the date of the hearing.

The County and the Union shall equally divide the compensation of the arbitrator's fee and the cost of any hearing room unless such are paid by the State of Oregon. The arbitrator's fee shall be borne equally by the parties.

A grievance may be withdrawn at any time upon receipt of a signed statement from the Union or the employee.

18.2 Time Limits. Any and all time limits specified in the grievance procedure may be waived by mutual consent in writing of the parties.

Failure of the Union to submit the grievance in accordance with these time limits without such waiver means the employee or Union will lose the right to have the grievance arbitrated and may only grieve

the dispute through Step 2. In such instance the decision of the management team will constitute a final resolution.

Failure by the County to submit a reply within the specified time period shall constitute a denial of the grievance.

18.3 Process Time. Authorized representatives of the bargaining unit may process grievances during regular business hours, upon approval of affected supervisors, without loss of pay or benefits.

ARTICLE 19 - GENERAL PROVISIONS

19.1 Non-Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, union affiliation or activity, or political affiliation or activity. The Union shall share equally with the County the responsibility for applying the provisions of this Agreement. Complaints processed pursuant to this section shall not be arbitrable.

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

The County will designate a Commissioner for a Step I grievance procedure for all alleged discrimination or harassment claims.

19.2 Mileage. When an employee is authorized to utilize their own vehicle on the performance of their official County duties, they shall be compensated at the rate of \$.30 per mile. For the purpose of this section, mileage will be calculated from the employee's household or the Baker County Courthouse/Facility to which the employee is normally assigned, whichever is shorter.

19.3 Time Off For Bargaining. The parties agree that negotiations will be scheduled in a manner to attempt to limit its impact on scheduled work. If negotiations are scheduled during working hours up to three (3) employee representatives of the Union will be allowed time off with pay to participate in the negotiations. In no case shall this result in the payment of overtime.

19.4 Resignations. Employees who intend to resign shall give a two (2) week notification in writing to the department head.

19.5 Work Out of Classification. An employee assigned to perform the duties of a higher classification shall, after a regular work week, receive the rate of pay for the higher classification, retroactive to the beginning of said work week.

19.6 Light Duty. Employees may return to a light duty position at the discretion of the department head and with proper certification from his/her treating physician.

19.7 Safety. Employees will not be required to operate equipment that is unsafe or operating improperly if, in a reasonable person's judgment, it might unduly endanger them.

The County will provide any safety equipment required by law.

19.8 Physician Certification. If the County has a reasonable cause for concern, it may require a physician's certification of an employee's ability to perform their job. In situations outside of any injury situation the County will pay for the requested office visit. If the request is a result of illness or injury and a certification is needed from the employee's personal physician, the cost of the visit is the responsibility of the employee.

ARTICLE 20 - STRIKES

20.1 No Strikes. The Union and its members and all employees covered by this Agreement, individually and collectively, agree that during the term of this Agreement, they shall not strike, slowdown, or recognize any picket line while in the performance of official duties. For purposes of this section, "strike" means an employee's refusal in concerted action with others to report for duty, or willful absence from the position, or stoppage of work, or the absence in whole or in part from the full, faithful or proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment.

20.2 Disciplinary Action. In the event of a violation of this Article by the Union or employees in the bargaining unit, the County may discipline for such cause, including discharge of any employee involved in such activity either on a uniform or selective basis. Nothing herein shall preclude recourse by the County to such other legal or equitable remedies as may be available to it.

20.3 No Lockout. There will be no lockout of employees in the unit by the County as a consequence of any dispute relating to the provisions of this Agreement.

ARTICLE 21 - SAVINGS CLAUSE

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

ARTICLE 22 - FUNDING

The parties recognize that the revenue needed to fund the wages and benefits provided by this Agreement must be approved annually by established budget procedures. All such wages and benefits are, therefore, contingent upon sources of revenue.

In the event the County does not obtain sufficient revenues to fund the existing level of County services, the County shall have the right to re-open negotiations over wages (Appendix A) and the health and welfare article hereof.

The parties agree this article will not be used unnecessarily and that the County will provide the Union with proof of the need to re-open the agreement based on the prospective fiscal year budget.

ARTICLE 23 - TERM OF AGREEMENT

This Agreement shall become effective July 1, 2012, and shall remain in effect through June 30, 2017, with a wage re-opener no later than March 1, 2015 and 2016. This agreement shall be automatically renewed from year to year thereafter unless either party provides notice of intent to negotiate this Agreement not later than the fifth (5th) day of October of the last year of the contract.

EXECUTION OF AGREEMENT

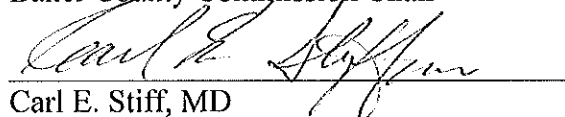
This Agreement is executed by and between Baker County and the Baker County Employees Association an affiliate of SEIU Local 503, OPEU.

For the County:



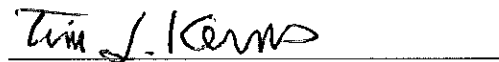
Fred Warner Jr.

Baker County Commission Chair



Carl E. Stiff, MD

Baker County Commissioner



Tim L. Kerns

Baker County Commissioner

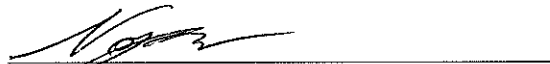
Date: 11/7/12

For the Union:

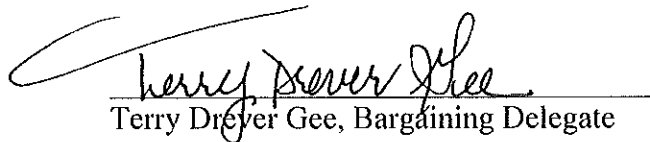


Heather Conroy

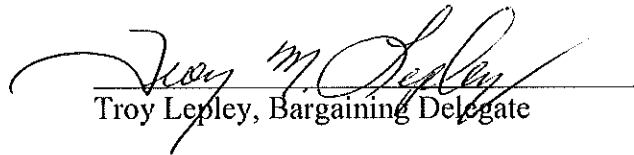
SEIU Local 503, OPEU Executive Director



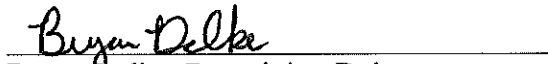
Nolan Perkins, President



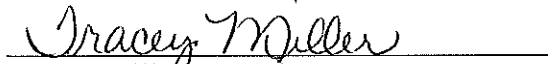
Terry Dreyer Gee, Bargaining Delegate



Troy Lepley, Bargaining Delegate



Bryan Dalke, Bargaining Delegate



Tracey Miller, Organizer

SEIU Local 503, OPEU

Date: 11-7-12

**BAKER COUNTY
SEIU UNION
EFFECTIVE DATE 7/1/12
2% Increase**

Range	Step	Annual	Monthly	Semi-Mo	Hourly	Overtime
3	1	21,840	1,820	910.00	10.50	15.75
3	2	22,956	1,913	956.50	11.04	16.55
3	3	24,132	2,011	1,005.50	11.60	17.40
3	4	25,308	2,109	1,054.50	12.17	18.25
3	5	26,652	2,221	1,110.50	12.81	19.22
4	1	22,956	1,913	956.50	11.04	16.55
4	2	24,132	2,011	1,005.50	11.60	17.40
4	3	25,308	2,109	1,054.50	12.17	18.25
4	4	26,652	2,221	1,110.50	12.81	19.22
4	5	27,900	2,325	1,162.50	13.41	20.12
5	1	24,132	2,011	1,005.50	11.60	17.40
5	2	25,308	2,109	1,054.50	12.17	18.25
5	3	26,652	2,221	1,110.50	12.81	19.22
5	4	27,900	2,325	1,162.50	13.41	20.12
5	5	29,352	2,446	1,223.00	14.11	21.17
6	1	25,308	2,109	1,054.50	12.17	18.25
6	2	26,652	2,221	1,110.50	12.81	19.22
6	3	27,900	2,325	1,162.50	13.41	20.12
6	4	29,352	2,446	1,223.00	14.11	21.17
6	5	30,792	2,566	1,283.00	14.80	22.21
7	1	26,652	2,221	1,110.50	12.81	19.22
7	2	27,900	2,325	1,162.50	13.41	20.12
7	3	29,352	2,446	1,223.00	14.11	21.17
7	4	30,792	2,566	1,283.00	14.80	22.21
7	5	32,328	2,694	1,347.00	15.54	23.31
8	1	27,900	2,325	1,162.50	13.41	20.12
8	2	29,352	2,446	1,223.00	14.11	21.17
8	3	30,792	2,566	1,283.00	14.80	22.21
8	4	32,328	2,694	1,347.00	15.54	23.31
8	5	33,984	2,832	1,416.00	16.34	24.51
9	1	29,352	2,446	1,223.00	14.11	21.17
9	2	30,792	2,566	1,283.00	14.80	22.21
9	3	32,328	2,694	1,347.00	15.54	23.31
9	4	33,984	2,832	1,416.00	16.34	24.51
9	5	35,604	2,967	1,483.50	17.12	25.68

10	1	30,792	2,566	1,283.00	14.80	22.21
10	2	32,328	2,694	1,347.00	15.54	23.31
10	3	33,984	2,832	1,416.00	16.34	24.51
10	4	35,604	2,967	1,483.50	17.12	25.68
10	5	37,428	3,119	1,559.50	17.99	26.99
11	1	32,328	2,694	1,347.00	15.54	23.31
11	2	33,972	2,831	1,415.50	16.33	24.50
11	3	35,604	2,967	1,483.50	17.12	25.68
11	4	37,428	3,119	1,559.50	17.99	26.99
11	5	39,312	3,276	1,638.00	18.90	28.35
12	1	33,984	2,832	1,416.00	16.34	24.51
12	2	35,604	2,967	1,483.50	17.12	25.68
12	3	37,428	3,119	1,559.50	17.99	26.99
12	4	39,312	3,276	1,638.00	18.90	28.35
12	5	41,280	3,440	1,720.00	19.85	29.77
13	1	35,604	2,967	1,483.50	17.12	25.68
13	2	37,428	3,119	1,559.50	17.99	26.99
13	3	39,312	3,276	1,638.00	18.90	28.35
13	4	41,268	3,439	1,719.50	19.84	29.76
13	5	43,332	3,611	1,805.50	20.83	31.25
14	1	37,428	3,119	1,559.50	17.99	26.99
14	2	39,312	3,276	1,638.00	18.90	28.35
14	3	41,268	3,439	1,719.50	19.84	29.76
14	4	43,332	3,611	1,805.50	20.83	31.25
14	5	45,504	3,792	1,896.00	21.88	32.82
15	1	39,312	3,276	1,638.00	18.90	28.35
15	2	41,268	3,439	1,719.50	19.84	29.76
15	3	43,332	3,611	1,805.50	20.83	31.25
15	4	45,504	3,792	1,896.00	21.88	32.82
15	5	47,760	3,980	1,990.00	22.96	34.44
16	1	41,268	3,439	1,719.50	19.84	29.76
16	2	43,332	3,611	1,805.50	20.83	31.25
16	3	45,504	3,792	1,896.00	21.88	32.82
16	4	47,760	3,980	1,990.00	22.96	34.44
16	5	50,148	4,179	2,089.50	24.11	36.16
17	1	43,332	3,611	1,805.50	20.83	31.25
17	2	45,504	3,792	1,896.00	21.88	32.82
17	3	47,760	3,980	1,990.00	22.96	34.44
17	4	50,148	4,179	2,089.50	24.11	36.16
17	5	52,692	4,391	2,195.50	25.33	38.00

18	1	45,504	3,792	1,896.00	21.88	32.82
18	2	47,760	3,980	1,990.00	22.96	34.44
18	3	50,148	4,179	2,089.50	24.11	36.16
18	4	52,692	4,391	2,195.50	25.33	38.00
18	5	55,296	4,608	2,304.00	26.58	39.88
19	1	47,760	3,980	1,990.00	22.96	34.44
19	2	50,148	4,179	2,089.50	24.11	36.16
19	3	52,692	4,391	2,195.50	25.33	38.00
19	4	55,296	4,608	2,304.00	26.58	39.88
19	5	58,164	4,847	2,423.50	27.96	41.95
20	1	50,148	4,179	2,089.50	24.11	36.16
20	2	52,692	4,391	2,195.50	25.33	38.00
20	3	55,296	4,608	2,304.00	26.58	39.88
20	4	58,164	4,847	2,423.50	27.96	41.95
20	5	59,508	4,959	2,479.50	28.61	42.91

**BAKER COUNTY
SEIU UNION
EFFECTIVE DATE 7/1/13
2% Increase**

Range	Step	Annual	Monthly	Semi-Mo	Hourly	Overtime
3	1	22,272	1,856	928.00	10.71	16.06
3	2	23,412	1,951	975.50	11.26	16.88
3	3	24,612	2,051	1,025.50	11.83	17.75
3	4	25,812	2,151	1,075.50	12.41	18.61
3	5	27,180	2,265	1,132.50	13.07	19.60
4	1	23,412	1,951	975.50	11.26	16.88
4	2	24,612	2,051	1,025.50	11.83	17.75
4	3	25,812	2,151	1,075.50	12.41	18.61
4	4	27,180	2,265	1,132.50	13.07	19.60
4	5	28,464	2,372	1,186.00	13.68	20.53
5	1	24,612	2,051	1,025.50	11.83	17.75
5	2	25,812	2,151	1,075.50	12.41	18.61
5	3	27,180	2,265	1,132.50	13.07	19.60
5	4	28,464	2,372	1,186.00	13.68	20.53
5	5	29,940	2,495	1,247.50	14.39	21.59
6	1	25,812	2,151	1,075.50	12.41	18.61
6	2	27,180	2,265	1,132.50	13.07	19.60
6	3	28,464	2,372	1,186.00	13.68	20.53
6	4	29,940	2,495	1,247.50	14.39	21.59
6	5	31,404	2,617	1,308.50	15.10	22.65
7	1	27,180	2,265	1,132.50	13.07	19.60
7	2	28,464	2,372	1,186.00	13.68	20.53
7	3	29,940	2,495	1,247.50	14.39	21.59
7	4	31,404	2,617	1,308.50	15.10	22.65
7	5	32,976	2,748	1,374.00	15.85	23.78
8	1	28,464	2,372	1,186.00	13.68	20.53
8	2	29,940	2,495	1,247.50	14.39	21.59
8	3	31,404	2,617	1,308.50	15.10	22.65
8	4	32,976	2,748	1,374.00	15.85	23.78
8	5	34,668	2,889	1,444.50	16.67	25.00
9	1	29,940	2,495	1,247.50	14.39	21.59
9	2	31,404	2,617	1,308.50	15.10	22.65
9	3	32,976	2,748	1,374.00	15.85	23.78
9	4	34,668	2,889	1,444.50	16.67	25.00
9	5	36,312	3,026	1,513.00	17.46	26.19

10	1	31,404	2,617	1,308.50	15.10	22.65
10	2	32,976	2,748	1,374.00	15.85	23.78
10	3	34,668	2,889	1,444.50	16.67	25.00
10	4	36,312	3,026	1,513.00	17.46	26.19
10	5	38,172	3,181	1,590.50	18.35	27.53
11	1	32,976	2,748	1,374.00	15.85	23.78
11	2	34,668	2,889	1,444.50	16.67	25.00
11	3	36,312	3,026	1,513.00	17.46	26.19
11	4	38,172	3,181	1,590.50	18.35	27.53
11	5	40,104	3,342	1,671.00	19.28	28.92
12	1	34,668	2,889	1,444.50	16.67	25.00
12	2	36,312	3,026	1,513.00	17.46	26.19
12	3	38,172	3,181	1,590.50	18.35	27.53
12	4	40,104	3,342	1,671.00	19.28	28.92
12	5	42,096	3,508	1,754.00	20.24	30.36
13	1	36,312	3,026	1,513.00	17.46	26.19
13	2	38,172	3,181	1,590.50	18.35	27.53
13	3	40,104	3,342	1,671.00	19.28	28.92
13	4	42,096	3,508	1,754.00	20.24	30.36
13	5	44,196	3,683	1,841.50	21.25	31.87
14	1	38,172	3,181	1,590.50	18.35	27.53
14	2	40,104	3,342	1,671.00	19.28	28.92
14	3	42,096	3,508	1,754.00	20.24	30.36
14	4	44,196	3,683	1,841.50	21.25	31.87
14	5	46,416	3,868	1,934.00	22.32	33.47
15	1	40,104	3,342	1,671.00	19.28	28.92
15	2	42,096	3,508	1,754.00	20.24	30.36
15	3	44,196	3,683	1,841.50	21.25	31.87
15	4	46,416	3,868	1,934.00	22.32	33.47
15	5	48,720	4,060	2,030.00	23.42	35.13
16	1	42,096	3,508	1,754.00	20.24	30.36
16	2	44,196	3,683	1,841.50	21.25	31.87
16	3	46,416	3,868	1,934.00	22.32	33.47
16	4	48,720	4,060	2,030.00	23.42	35.13
16	5	51,156	4,263	2,131.50	24.59	36.89
17	1	44,196	3,683	1,841.50	21.25	31.87
17	2	46,416	3,868	1,934.00	22.32	33.47
17	3	48,720	4,060	2,030.00	23.42	35.13
17	4	51,156	4,263	2,131.50	24.59	36.89
17	5	53,748	4,479	2,239.50	25.84	38.76

18	1	46,416	3,868	1,934.00	22.32	33.47
18	2	48,720	4,060	2,030.00	23.42	35.13
18	3	51,156	4,263	2,131.50	24.59	36.89
18	4	53,748	4,479	2,239.50	25.84	38.76
18	5	56,400	4,700	2,350.00	27.12	40.67
19	1	48,720	4,060	2,030.00	23.42	35.13
19	2	51,156	4,263	2,131.50	24.59	36.89
19	3	53,748	4,479	2,239.50	25.84	38.76
19	4	56,400	4,700	2,350.00	27.12	40.67
19	5	59,328	4,944	2,472.00	28.52	42.78
20	1	51,156	4,263	2,131.50	24.59	36.89
20	2	53,748	4,479	2,239.50	25.84	38.76
20	3	56,400	4,700	2,350.00	27.12	40.67
20	4	59,328	4,944	2,472.00	28.52	42.78
20	5	60,696	5,058	2,529.00	29.18	43.77

**BAKER COUNTY
SEIU UNION**

EFFECTIVE DATE 7/1/14

2% Increase

Range	Step	Annual	Monthly	Semi-Mo	Hourly	Overtime
3	1	22,716	1,893	946.50	10.92	16.38
3	2	23,880	1,990	995.00	11.48	17.22
3	3	25,104	2,092	1,046.00	12.07	18.10
3	4	26,328	2,194	1,097.00	12.66	18.99
3	5	27,720	2,310	1,155.00	13.33	19.99
4	1	23,880	1,990	995.00	11.48	17.22
4	2	25,104	2,092	1,046.00	12.07	18.10
4	3	26,328	2,194	1,097.00	12.66	18.99
4	4	27,720	2,310	1,155.00	13.33	19.99
4	5	29,028	2,419	1,209.50	13.96	20.93
5	1	25,104	2,092	1,046.00	12.07	18.10
5	2	26,328	2,194	1,097.00	12.66	18.99
5	3	27,720	2,310	1,155.00	13.33	19.99
5	4	29,028	2,419	1,209.50	13.96	20.93
5	5	30,540	2,545	1,272.50	14.68	22.02
6	1	26,328	2,194	1,097.00	12.66	18.99
6	2	27,720	2,310	1,155.00	13.33	19.99
6	3	29,028	2,419	1,209.50	13.96	20.93
6	4	30,540	2,545	1,272.50	14.68	22.02
6	5	32,028	2,669	1,334.50	15.40	23.10
7	1	27,720	2,310	1,155.00	13.33	19.99
7	2	29,028	2,419	1,209.50	13.96	20.93
7	3	30,540	2,545	1,272.50	14.68	22.02
7	4	32,028	2,669	1,334.50	15.40	23.10
7	5	33,636	2,803	1,401.50	16.17	24.26
8	1	29,028	2,419	1,209.50	13.96	20.93
8	2	30,540	2,545	1,272.50	14.68	22.02
8	3	32,028	2,669	1,334.50	15.40	23.10
8	4	33,636	2,803	1,401.50	16.17	24.26
8	5	35,364	2,947	1,473.50	17.00	25.50
9	1	30,540	2,545	1,272.50	14.68	22.02
9	2	32,028	2,669	1,334.50	15.40	23.10
9	3	33,636	2,803	1,401.50	16.17	24.26
9	4	35,364	2,947	1,473.50	17.00	25.50
9	5	37,044	3,087	1,543.50	17.81	26.71

10	1	32,028	2,669	1,334.50	15.40	23.10
10	2	33,636	2,803	1,401.50	16.17	24.26
10	3	35,364	2,947	1,473.50	17.00	25.50
10	4	37,044	3,087	1,543.50	17.81	26.71
10	5	38,940	3,245	1,622.50	18.72	28.08
11	1	33,636	2,803	1,401.50	16.17	24.26
11	2	35,364	2,947	1,473.50	17.00	25.50
11	3	37,044	3,087	1,543.50	17.81	26.71
11	4	38,940	3,245	1,622.50	18.72	28.08
11	5	40,908	3,409	1,704.50	19.67	29.50
12	1	35,364	2,947	1,473.50	17.00	25.50
12	2	37,044	3,087	1,543.50	17.81	26.71
12	3	38,940	3,245	1,622.50	18.72	28.08
12	4	40,908	3,409	1,704.50	19.67	29.50
12	5	42,936	3,578	1,789.00	20.64	30.96
13	1	37,044	3,087	1,543.50	17.81	26.71
13	2	38,940	3,245	1,622.50	18.72	28.08
13	3	40,908	3,409	1,704.50	19.67	29.50
13	4	42,936	3,578	1,789.00	20.64	30.96
13	5	45,084	3,757	1,878.50	21.68	32.51
14	1	38,940	3,245	1,622.50	18.72	28.08
14	2	40,908	3,409	1,704.50	19.67	29.50
14	3	42,936	3,578	1,789.00	20.64	30.96
14	4	45,084	3,757	1,878.50	21.68	32.51
14	5	47,340	3,945	1,972.50	22.76	34.14
15	1	40,908	3,409	1,704.50	19.67	29.50
15	2	42,936	3,578	1,789.00	20.64	30.96
15	3	45,084	3,757	1,878.50	21.68	32.51
15	4	47,340	3,945	1,972.50	22.76	34.14
15	5	49,692	4,141	2,070.50	23.89	35.84
16	1	42,936	3,578	1,789.00	20.64	30.96
16	2	45,084	3,757	1,878.50	21.68	32.51
16	3	47,340	3,945	1,972.50	22.76	34.14
16	4	49,692	4,141	2,070.50	23.89	35.84
16	5	52,176	4,348	2,174.00	25.08	37.63
17	1	45,084	3,757	1,878.50	21.68	32.51
17	2	47,340	3,945	1,972.50	22.76	34.14
17	3	49,692	4,141	2,070.50	23.89	35.84
17	4	52,176	4,348	2,174.00	25.08	37.63
17	5	54,828	4,569	2,284.50	26.36	39.54

18	1	47,340	3,945	1,972.50	22.76	34.14
18	2	49,692	4,141	2,070.50	23.89	35.84
18	3	52,176	4,348	2,174.00	25.08	37.63
18	4	54,828	4,569	2,284.50	26.36	39.54
18	5	57,528	4,794	2,397.00	27.66	41.49
19	1	49,692	4,141	2,070.50	23.89	35.84
19	2	52,176	4,348	2,174.00	25.08	37.63
19	3	54,828	4,569	2,284.50	26.36	39.54
19	4	57,528	4,794	2,397.00	27.66	41.49
19	5	60,516	5,043	2,521.50	29.09	43.64
20	1	52,176	4,348	2,174.00	25.08	37.63
20	2	54,828	4,569	2,284.50	26.36	39.54
20	3	57,528	4,794	2,397.00	27.66	41.49
20	4	60,516	5,043	2,521.50	29.09	43.64
20	5	61,908	5,159	2,579.50	29.76	44.65

**EXHIBIT B –
GRIEVANCE FORM**

OFFICIAL STATEMENT OF GRIEVANCE FORM

◆ Type Or Press Hard with Ballpoint Pen ◆

Name of Grievant(s): _____

Name of Group (if applicable) _____

Job Classification: _____

Name of Agency: _____ Work Location: _____

Name of Immediate Supervisor: _____ Filed with (If other than supervisor) _____

Date Grievance Occurred or Discovered: _____

Statement of Grievance: _____

} Be specific
Include date of occurrence
Attach additional sheets if necessary

Right Violated: (*Cite articles in the contract*): _____

Remedy Requested: _____

◆ I hereby assign the above grievance to the, SEIU Local 503, OPEU, AFL-CIO, CLC, for final disposition.

◆ I authorize any representative of the, SEIU Local 503, OPEU, CLC, to examine the contents of my personnel file.

Signature of Grievant: _____ Date: _____

Grievant's Home Address: _____

Street **City** **Zip**

Telephone Numbers: _____

Work **Home**

Steward for this Grievance: _____

Name **Work Phone**

Steward's Home Address: _____

Street **City** **Zip**

SEIU Field Rep for this Grievance: _____

Name **Work Phone**

White ~ Steward

Yellow ~ Management

Pink ~ Grievant

Baker County Wage Re-Opener

LETTER OF AGREEMENT

This Agreement is executed by and between Baker County and the Baker County Employees Association, an affiliate of SEIU Local 503, OPEU, pursuant to the 2015 CBA wage re-opener, and shall modify Article 8, Section 1 of the Collective Bargaining Agreement as follows (new language below in bold and italics) :

ARTICLE 8 COMPENSATION
SALARY SCHEDULE ADJUSTMENT FOR JULY 1, 2015

8.1 Salary Schedule. The salary schedule shall be adjusted as set out below:

July 1, 2012 –2% increase

July 1, 2013 –2% increase

July 1, 2014 –2% increase

July 1, 2015 –2% increase.

July 1, 2016 –This section of the agreement may be reopened by either party no later than March 1, 2016. If notice is not provided as specified herein, the salary schedule in effect as of June 30, 2016 shall remain in effect.

Parties agree the re-opener is for the purpose of determining a fair salary adjustment only. Further, the parties agree when wages are re-opened in accordance to this section, the provision in Article 20, No Strike/No Lockout will be waived.

For the Union:




Heather Conroy, Executive Director

Date: 12-17-14

For the County:



Fred Warner, Commissioner Chair



Tim L. Kerns, Commissioner



Mark Bennett, Commissioner

Date: 12/22/14