

# **Collective Bargaining Agreement**

**between**

**Wallowa County**

**and**

**SEIU Local 503, OPEU  
Wallowa County Courts Local 924**

Effective Upon Execution to June 30, 2020.

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## **PREAMBLE**

This Agreement is entered into between Wallowa County, Oregon and its elected officials, hereinafter referred to as the “County,” and SEIU Local 503, OPEU, Wallowa County Courts Local 924, hereinafter referred to as the “Union.”

It is the intent and purpose of this Agreement to set forth herein the basic and full Agreement between the County and the Union. This Agreement supersedes all prior agreements between the parties.

## **ARTICLE 1 – RECOGNITION**

1.1 Bargaining Unit Description. The bargaining unit shall consist of all employees of the County Courthouse and Health Department who are regularly scheduled to work 108 hours or more per month, excluding supervisory, confidential, casual, and temporary employees.

1.2 Exclusive Bargaining Agent. The Union is recognized as the sole and exclusive bargaining agent for all employees in the bargaining unit for the purpose of negotiations with respect to employment relations as defined by ORS 243.650-782.

1.3 Notification. The County shall notify the Union of its decision to change or add any new classifications. The County acknowledges the duty to bargain the wages of new classifications as provided by PECBA, however, the County is not precluded from hiring employees in a new classification during the interim bargaining process. If the parties cannot agree whether a position is supervisory or confidential the matter may be submitted to the Employment Relations Board.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

Except as otherwise specifically limited by the terms of this Agreement, the County retains all of the customary, usual, and exclusive rights, decision making, prerogatives, functions, and authority connected with, or in any way incident to, its responsibility to manage the affairs of the County or any part of it. Without limitation but by way of illustration, the exclusive prerogatives, functions, and rights of the County shall include the following:

- A. To direct and supervise all operations, functions, and policies of the departments in which the employees in the bargaining unit are employed.
- B. 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, and retain employees; the right to determine schedules of work and vacations; the right to purchase, dispose of, and assign equipment and supplies.
- C. To determine the need for a reduction or an increase in the work force.

- D. To establish, revise, and implement standards for hiring, classification, promotion, quality of work, safety, materials, and equipment.
- E. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
- F. To notify the Union regarding contracting out before any formal bids are solicited affecting bargaining unit work that will impact bargaining unit positions.

Except as provided by ORS 243.650-782, utilization of any management rights not specifically limited by this Agreement shall be at the County's discretion and not subject to negotiation or the grievance procedure.

### **ARTICLE 3 – UNION SECURITY**

All collective bargaining with respect to wages, benefits, hours, and working conditions shall be conducted by designated representatives (not more than three) of the Union and designated representatives (not more than three) appointed by the County.

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

3.2 Non-Discrimination. The County and the Union agree not to interfere with the rights of employees regarding membership in the Union and there shall be no discrimination, interference, restraint, or coercion by the County or Union against any employee because of Union membership.

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 to the Union. Payment in lieu of dues, "Fair Share," shall be deducted from the employee's wages in accordance with ORS 243.650(10) and (18). Such dues shall be determined by the Union in accordance with statutory and constitutional requirements.

3.4 Religious Objections. 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 in carrying out the provisions of this Article. The County, Union and employees will cooperate to assist payroll in correcting errors.

## ARTICLE 4 – UNION BUSINESS

4.1 Representatives. The Union will select certain number of its agents or members as Union representatives and certify their names, in writing, to the Wallowa County Board of Commissioners.

4.2 Visits. Union representatives may visit with employees during breaks or meal periods. Visits outside of those allowed herein may be granted with the express approval of the department head or a designee.

4.3 Union Business. Upon the approval of the department head or a designee, Union/employee representatives may investigate grievances during working hours, without loss of pay, so long as such activity does not unduly interrupt or interfere with the performance of job duties.

An employee, acting as a representative during an investigative interview that may lead to discipline, during a due process hearing, or during a grievance hearing shall not suffer any loss of pay.

4.4 Negotiations. Subject to operational requirements, the County will allow three (3) employees to attend negotiations, without loss of pay, so long as such employees are members of the Union's bargaining team.

Official Union delegates shall be granted personal leave, accrued vacation leave, accrued compensatory time, or leave of absence without pay at their request to attend the Union's General Council every two (2) years. The Union shall notify the County of the names of the official delegates.

4.5 Bulletin Boards. Bulletin board space shall be provided to the Union for the posting of meeting notices and other information of interest to its members. Such materials shall not be profane, obscene, threatening, or defamatory of the County or its employees. Materials may be posted only by Union officers and such material shall bear the initials of the officer so posting. Union information shall be removed only by Union officers.

4.6 New Employees. Union stewards will give a copy of the Collective Bargaining Agreement and the Personnel Policy Manual to new employees.

4.7 Union Stewards. The County agrees that a Union steward system exists for employee representation available to all employees covered by this Agreement and also agrees to respect that when the employee is acting in his/her role of steward, the relationship is different from that of supervisor and employee.

Union stewards will receive their regular rate of pay for time spent during working hours representing bargaining unit employees in investigatory interviews and/or grievances.

The County is not responsible for any compensation of employees or their representative for time spent processing grievances or distributing Union material outside of their regularly scheduled hours of employment. The County is not responsible for travel or subsistence expenses incurred by a grievant or Union steward in the processing of grievances and/or investigatory interviews.

The County will, consistent with workload, staffing and operational ability to do so, allow Union stewards to attend labor-management training and conferences, and to use leave accruals, compensatory time and/or leave without pay when doing so.

4.8 The County email system is public record and is used without any expectation of privacy. The parties recognize that limited email use related to matters of labor-management relations and concerns and which advance the relationship may be authorized for such uses as, for example, short communications between union officers, the SEIU representative, the Administrative Services Director and/or a department head. The Union may use group email to distribute union meeting notices to members of the bargaining unit. Each County employee bears responsibility for each email communication and to avoid inappropriate use of work time for matters of union concern not otherwise permitted by this Agreement.

## **ARTICLE 5 – HOURS OF WORK AND OVERTIME**

5.1 Workweek and Work Day. The workweek shall begin on Sunday and end on Saturday. The normal work schedule for full-time employees shall consist of up to forty (40) hours in a seven (7) day workweek and no employee shall work more than five (5) consecutive days without two (2) consecutive days off, except by mutual agreement. Straight compensatory time accrues between thirty-seven and one-half (37.5) and forty (40) hours; overtime compensatory time accrues after forty (40) hours in one (1) week for those who regularly work a thirty-seven and one-half (37.5) hour week.

Definition of time worked: Holidays, vacation used, sick used, compensation time used, and other paid leave shall count as hours worked for the purposes of computing when overtime thresholds are reached (ie., when reaching 40 hours “worked” in the workweek)

5.2 Rest and Meal Periods. Each employee on each shift shall receive at least a one (1) hour unpaid meal period and two (2) fifteen (15) minute paid breaks. Consistent with operational and staffing needs, department heads may authorize one-half (1/2) hour meal periods if requested by an employee, and flex start or ending times so that overtime does not result.

5.3 Overtime. Overtime shall be compensated as compensatory time for any hours worked in excess of forty (40) hours in any one (1) workweek. Refer to 5.1, definition of time worked. Overtime will only be compensated for actual hours worked.

Employees will be given compensatory time for overtime at the rate of time and one-half (1-1/2) their regular hourly rate at one quarter (1/4) hour increments. The County may approve payment of overtime if monies are available to do so. Compensatory time off shall be scheduled by mutual agreement or at the discretion of the employee’s supervisor if mutual agreement cannot be reached.

Compensatory Time Usage. At the end of the fiscal year (June 30) only sixty (60) hours of compensatory time off will be carried forward. All compensatory time over sixty (60) hours will be paid to the employee.

5.4 Callout. Employees called out to work outside their normal work schedule shall receive a minimum of two (2) hours at a rate of time and one-half. Once actual hours worked equals the minimum at time and one-half, additional hours shall be paid in quarter (1/4) hour increments at time and one-half (1-1/2).

5.5 On-Call Time. Any employee assigned and required to be on call outside of his/her regular work day shall earn compensatory straight time at the rate of \$1.00 (one dollar) per hour of on-call time divided by the employee's hourly rate. Employees on call need to be readily available to report to work within a reasonable period of time. Readily available for work means prepared to report to duty and not under the influence of any intoxicants. Should the employee be called out during said time, that time will be subtracted from the on-call time and the employee shall receive the compensatory time worked on-call at the rate of time and one-half except for those employees who are on call as a condition of their employment.

5.6 No Pyramiding. Compensation shall not be received twice for the same hours.

5.7 Flex Time. Employees may flex their schedules within the work week by mutual agreement with the department head. Employee-requested flexible schedules shall not result in additional overtime expense to the County.

## **ARTICLE 6 – COMPENSATION**

6.1 Wages.

Effective upon execution of this Agreement, the wage scale of 7/1/2017 will remain unadjusted.

Effective July 1, 2018, Step 1 for each classification will be increased by 1%. Steps are 1.5% apart.

Effective July 1, 2019, Step 1 for each classification will be increased by 2.0%. Steps are 1.5% apart.

6.2 Initial Placement. Under normal circumstances newly-hired employees will be placed at the first step of the salary schedule. Additional steps may be granted at the discretion of the County for prior experience or qualifications.

6.3 Movement on the Schedule. Employees shall receive a step increase on July 1 each year after successfully serving their probationary period. After advancing to Step 1, advancement to subsequent steps will be based on satisfactory yearly evaluation.

6.4 Promotions. When an employee is promoted, the employee will move to the next highest pay step in the new range. See also Article 14.

6.5 Retirement. The County will continue to provide the current level of retirement benefits for all employees currently receiving such benefit.

6.6 Longevity. Employees with 15 years (180 months) of continuous service with the County will receive an additional 1% of their base hourly rate per pay period.

**ARTICLE 7 – INSURANCE**

7.1 Health Coverage. The County will make available health and welfare insurance as provided by CS HDHP-1, Vision VSP, and Dental Plan II with an HSA (Health Savings Account) or comparable plan. Parties acknowledge that changes in health and welfare benefits that are a result of new requirements under the Affordable Care Act are not subject to additional bargaining.

7.2 Monthly Premium Cost Share. Effective upon the month following execution, the County will contribute the following monthly insurance contribution and the employee will pay the remaining monthly insurance premium through payroll deduction:

Monthly Insurance Premium Contribution:

Coverage	Employer Contribution	Employee Contribution
Employee only	92%	8%
Employee + child	92%	8%
Employee + spouse	90%	10%
Employee + children	90%	10%
Full Family	90%	10%

Effective January 1, 2019, all cost share contributions will change to 90%/10% respectively.

7.3 Health Saving Account Contribution: Effective January 1, 2018, 2019, and 2020, the County contribution will be a yearly total contribution of \$900 for employee-only and \$2,300 for all other eligible enrolled primary insureds per calendar year paid in equal semi-annual payments in January and July. (\$450/\$1150 twice a year respectively) New employees will be paid prorated semi-annual contribution in the first full month of employment. Double coverage for spouses both employed by the County is subject to carrier rules and regulations.

For employees who do not have a choice to participate in an HSA account because of coverage under Medicare, Tricare/VA, or Indian Health Services, the County will make available a comparable benefit, subject to IRS and plan regulations.

HSA Supplemental Contributions. Employees may elect to make supplemental HSA contributions within limits imposed by law and the plan.

7.4 Part-Time Employees normally scheduled to work 108 hours or more per month may take the benefits as described above and the County contributions shall be fixed on a pro-rated basis or the employee may opt out subject to Section 7.9. Part-time employees will pay their portion of the monthly contribution and any additional pro-rata share based on budgeted FTE equivalent. (For example, a .75 FTE employee with full-family coverage will pay 10% of the monthly premium. Of the remaining 90% of the premium, 25% will be paid by the employee and 75% by the County.)



7.5 Air Ambulance Membership. The County will pay up to \$103.00 per year for group Life Flight benefits; provided however, that if Life Flight discontinues air ambulance service to Wallowa County, the County will contribute up to \$103.00 for a combination of ground ambulance and life flight benefits, if available subject to CIS regulations.

7.6 Life Insurance. The County shall maintain the life insurance benefits for employees of at least \$10,000.

7.7 Section 125. The County will arrange for employee premiums to be paid on a pre-tax basis through a Section 125 Plan.

7.8 Domestic Partners. The County will provide benefit coverage and enrollment opportunities to recognized same sex domestic partners in the manner provided for by Oregon law.

7.9 Employee Insurance Opt Out. The County will pay an employee \$100.00 per month if the employee opts out of the CIS medical plan, subject to proof of other coverage and CIS rules and regulations. Employee needs to provide proof of other coverage. If the employee opts out the employee is required to be enrolled in at least employee only dental coverage.

7.10 Health Insurance Committee. The County agrees to participate in quarterly meetings to review health insurance concerns and plans. The meetings will invite up to two representatives from each bargaining unit. This committee is advisory only. Any suggested changes require Board and Union ratification through written agreement.

## **ARTICLE 8 – VACATION**

8.1 Accrual. All full-time employees shall accrue vacation at the following rate:

0 - 5 years:	Eight (8) hours per month
6 - 10 years:	Ten (10) hours per month
11 - 15 years:	Twelve (12) hours per month
16 - 20 years:	Fourteen (14) hours per month
After 20 years:	Sixteen (16) hours per month

Employees will accrue vacation hours on a monthly basis, but shall not be entitled to utilize or receive payment for such time until they have been employed by the County for at least six (6) months.

8.2 Part-Time Accrual. Part-time employees shall accrue vacation hours on a pro rata basis of the above schedule based on budgeted FTE for the position. Part-time employees shall not be eligible for utilization or payment of accumulated hours unless they have been employed by the County for six (6) continuous months.

8.3 Maximum Accrual. Employees may only accrue a maximum of two hundred twenty-five (225) hours or twice their annual accrual rate, whichever is greater. Once the maximum is reached, no more shall accrue until the amount is below the maximum. Employees

may exceed the maximum if vacation leave is denied as a result of the County's inability to grant requested time off.

8.4 Scheduling. Employees must schedule vacations by mutual agreement with the department head. Whenever a vacation is approved, it shall be documented in writing, and shall not be subject to cancellation except upon a County staffing emergency, which was unforeseen and declared as such by a County commissioner.

8.5 Payment Upon Death or Termination. In the event of death or termination, the employee's remaining vacation accrual shall be paid to the employee or his/her heirs, whichever is appropriate.

## ARTICLE 9 – HOLIDAYS

9.1 Designated Holidays. The following holidays will be recognized and observed on the date established by state statute and so recognized and approved by the County:

- New Year's Day (January 1)
- MLK Birthday (3rd Monday in January)
- Presidents' Day (3rd Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veterans Day (November 11)
- Thanksgiving Day (4th Thursday in November)
- The Day After Thanksgiving (4th Friday in November)
- Christmas Day (December 25)
- Every day appointed by the Governor or President

Whenever a holiday falls on Sunday, the following Monday shall be considered a holiday. If a holiday falls on Saturday, the preceding Friday shall be the holiday. Holidays that occur during paid vacation or sick leave shall not be charged against vacation or sick leave.

9.2 Personal Day. In addition to the holidays, the employee is entitled to one (1) personal day on their one-year anniversary date after their date of hire and on July 1 thereafter. The employee shall use this personal day before June 30 or another personal leave day will not accrue. No payment will be received for personal days not used.

9.3 Holiday Pay. Full-time employees shall receive eight (8) or seven and one-half (7.5) hours' pay for each of the holidays listed above. In order to be eligible to receive such pay, the employee must have been employed a minimum of thirty (30) days on the day the holiday occurs. Should an employee be on authorized paid leave when a holiday occurs, such a holiday shall not be charged against such leave.

9.4 Holiday Work. In addition to the holiday pay described above, any employees working on a holiday shall receive one and one-half (1-1/2) times their regular hourly rate for all hours worked on the holiday.

9.5 Part-Time. The amount of holiday pay received will be prorated based on budgeted FTE for the position. Part-time employees may elect to earn compensatory time for work in excess of  
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the employee's regular part time work schedule, in order to maintain a compensatory time balance sufficient to provide payment for the difference between pro-rate holiday pay for that holiday off.

## ARTICLE 10 – SICK LEAVE

10.1 Accrual. Full-time employees will accrue sick leave at the rate of eight (8) hours per month, beginning with the employee's date of hire. Sick leave accrual shall be unlimited.

10.2 Utilization. Employees are eligible for leave for the following reasons:

- A. Personal illness or physical disability.
- B. To attend a dentist or physician appointment, but the employee shall make an effort to schedule such appointments during off-duty hours.
- C. To provide care for ill family members in accordance with the Oregon Family Leave Act or other applicable law,
- D. For leave permitted under other applicable State or Federal Law.

10.3 Doctor Verification. The County may require a doctor's verification of illness or physical disability after seven (7) days off of work or if it has reason to believe that the employee is abusing sick leave or is reasonably concerned about the employee's ability to physically or mentally perform their job. The County will pay any out-of-pocket expense of the employee incurred as a result of such requirement. The County may request medical verification after 3 consecutive days' leave for the purpose of FMLA/OFLA designated leave.

10.4 **Workers Compensation.** Employees away from work as a result of an on the job injury covered by the County's workers' compensation insurance carrier may elect to be paid accrued sick leave in the amount of the difference between regular base net pay on a regular schedule and that paid by State Accident Insurance after the third (3rd) day off the job. Employees will retain their worker's compensation payments. Sick leave will be deducted in proportion to the amount paid the employee by the County. Overpayment may later be deducted from accrued leave.

10.5 Part-Time Employees. Part-time employees shall accrue sick leave hours on a pro rata basis on budgeted FTE for the position but shall not be eligible for utilization or payment of accumulated hours unless they have been employed by the County for 90 days. Part-time employees will earn at a minimum 1 hour for every 30 hours worked up to their budgeted FTE.

10.6 Abuse. Abuse of sick leave is cause for disciplinary action up to and including discharge.

10.7 Payment Upon Termination or Death. Upon resignation or retirement in good standing or death, the employee (or in the event of his death, his surviving spouse or children if the employee is not then married) shall be paid one-half (1/2) of the employee's accumulated unused sick leave not to exceed two hundred forty (240) hours.

An employee who faces disciplinary termination shall not be entitled to payment under this section.

## **ARTICLE 11 – LEAVE OF ABSENCE**

11.1 Leave Without Pay. The County will consider a written application for leave of absence without pay not to exceed ninety (90) calendar days. The written application must describe the reason for the request and confirm a specific date at which the employee is expected to return to work. Employees may request an extension of unpaid leave after the ninety (90) days due to unforeseen circumstances. The County may terminate or cancel such leave by thirty (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 to work upon the expiration or termination of said leave of absence shall be considered as having resigned his/her position with the County.

Employees returning to work from a leave of absence shall be returned to work in accordance with provisions of Section 16.4.

Employees on leave without pay, for any reason, shall not accrue any benefits (except as required by law (e.g., OFLA/FMLA)).

11.2 Military. Military leave shall be granted as provided by law.

11.3 Jury Duty. Employees shall be granted leave with full pay whenever they are required to report for jury duty. The amount of pay received for this jury duty shall be turned over to the County Accountant, except for travel pay if a private vehicle is used. Upon being excused from jury duty prior to the end of their shift, employees shall immediately contact their supervisor or department head for assignment.

11.4 Compassionate Leave. Employees shall be granted five (5) days of paid leave in the event of any death in their immediate family to make household adjustments or to attend funeral services. In relationships other than the immediate family, such leave may be granted by the elected official, department head, or its designee. Such leaves are concurrent to any leaves provided under OFLA. Immediate family is as defined by OFLA and also includes brother, sister, sister-in-law, brother-in-law and grandparents-in-law.

11.5 Hardship Leave. This provision shall apply for the purpose of allowing employees to donate accrued vacation leaves and sick leaves for use by eligible recipients as sick leave consistent with IRS regulations. The County will allow employees to make irrevocable donations of accumulated vacation leave and sick leave to a co-worker in the County. For the purposes of the Agreement, hardship leave donations will be administered under the following stipulations and the terms of the Agreement shall be strictly enforced with no exceptions. Eligible recipients shall be employees who have exhausted all accumulated leave as defined by Section E.

A. The recipient and donor must be regular employees of the County.

- B. The County shall not assume any tax liabilities that would otherwise accrue to the employee.
- C. Use of donated leave shall be consistent with provisions found in this Agreement.
- D. Requests to make hardship leave donations shall be in writing and sent to the County's Personnel Office. Requests will be processed upon receipt of the treating physician's written statement certifying that the illness or injury prevents or precludes the recipients return to work. Donated leave must be used immediately.
- E. For the purposes of employees receiving donated leave, accumulated leave includes but is not limited to sick, vacation, personal, and compensatory leave accruals.
- F. Employees otherwise eligible for or receiving Workers' Compensation or on parental leave, absent medical circumstances, will not be considered eligible to receive donations under this Agreement.

## **ARTICLE 12 – UNIFORMS & EQUIPMENT**

If any employee is required to wear protective clothing or any type of protective device, such protective clothing or device shall be furnished to the employee by the County. The cost of maintaining the protective clothing or device including tailoring, cleaning, and laundering shall be paid by the County.

In the event the County requires a uniform for employees other than what is currently worn, the County shall provide such uniform.

## **ARTICLE 13 – DISCIPLINE**

13.1 Discipline and Discharge. No regular employee shall be disciplined or discharged except for just cause. Oral reprimands and warnings are not considered to be discipline and may not be protested through the grievance procedure.

If the County has reason to reprimand an employee, every reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.

The employer may take corrective actions, such as, but not limited to counseling or verbal warnings reduced to writing, and they will not be considered formal discipline. Such corrective actions will not be directly placed in the personnel file, but may be used for progressive discipline and noted in yearly evaluations.

Formal discipline subject to the grievance procedure include written reprimand, suspension or similar economic sanction, demotion, and termination.

13.2 Probationary Employees. This Article shall not apply to any employee on probation as defined in Article 14, Probationary Period.

13.3 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 in writing of the disciplinary sanctions being considered.
- C. The employee will be given an opportunity to refute the charges or allegations whether in writing or orally in an informal meeting.
- D. At their request, the employee will be entitled to be accompanied by any available fellow employee or a representative of the Union at the informal meeting or investigatory interview.

13.4 Just Cause Standards. For the purpose of this Agreement, just cause shall be determined in accordance with controlling arbitral precedent. The following guidelines may be applied as appropriate:

- 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.
- C. The County must conduct a reasonable investigation.
- D. It must be determined, by a preponderance of evidence, that the employee is guilty of the alleged misconduct or act.
- E. The discipline must be appropriate based on the severity of the misconduct or the actual or potential impact the misconduct has or would have on the County's operation, and other relevant factors.
- F. The employee's past employment record shall be considered.

#### **ARTICLE 14 – PROBATIONARY PERIOD**

New Hire: Every employee hired into the bargaining unit shall serve a probationary period of six (6) months. The Union recognizes the right of the County to terminate probationary employees for any reason, with or without cause, and any such discharge shall not constitute a violation of this contract, and shall not be subject to the grievance procedure.

Promotion: Employees offered a promotional position within the bargaining unit will serve a 90 day probationary period. Promotional opportunities are at the discretion of the County and not subject to posting. In the event the employee does not successfully complete his/her probationary period, the employee will be entitled to bump back to his/her previous position, so

long as the position is still vacant in the department. Demotion by the County during the probationary period is not subject to the grievance procedure.

## **ARTICLE 15 – SETTLEMENT OF DISPUTES**

15.1 Grievance Procedure. Any dispute concerning the application, interpretations, or enforcement of this Agreement shall be resolved in the following manner.

Whenever a dispute concerning the application, interpretations, or enforcement of this Agreement arises, the employee (with or without a Union representative) shall, within ten (10) working days of the occurrence or when the employee reasonably should have known of its occurrence, shall discuss the matter informally with the supervisor and/or the department head. If the matter cannot be resolved informally, then it shall be advanced in the following steps.

Step 1. An employee, with or without a Union representative, shall take up the grievance or dispute with their immediate supervisor within twenty (20) working days of the occurrence or when they reasonably should have known of its occurrence. The immediate supervisor shall then attempt to adjust the matter and respond to the employee and/or their representative within ten (10) working days of his/her notification of the grievance.

Step 2. If the grievance has not been settled at Step 1, it may be presented in writing to the department head or elected official within ten (10) working days after the immediate supervisor's response is due. The department head or elected official shall respond to the Union representative, in writing, within ten (10) working days.

Step 3. If the grievance still remains unadjusted, it may be presented to the Wallowa County Board of Commissioners or to its designee within ten (10) working days after the response of the department head or elected official is due. The Wallowa County Board of Commissioners or its designee shall respond in writing to the Union representative within ten (10) working days.

Step 3.5. Mediation. In the event that no agreement is reached in Step 3, the parties may proceed to mediation, if mutually agreed.

Step 4. If the grievance is still unsettled, the Union shall request arbitration by written notice within ten (10) working days after the reply of the Wallowa County Board of Commissioners is due.

Step 5. If arbitration is requested, a list of arbitrators shall be obtained from the State Conciliation Service. The list shall consist of thirteen (13) arbitrators from Oregon and Washington. The moving party shall strike first and each party shall, in turn, strike one (1) arbitrator at a time from the list until one name remains. The arbitrator whose name remains shall act as the arbitrator of the dispute. The arbitrator shall not have the authority to modify, add to, alter, or detract from the express provisions of this Agreement. The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing, and arbitration procedures, provided that in doing so the arbitrator shall not contravene any provisions of this Agreement. The arbitrator's decision shall be final and binding. The arbitrator's fees and expenses shall be borne by the losing party.

15.2 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 respond in a timely fashion, the grievance shall be deemed waived and not subject to arbitration, but the employee or the Union may process the grievance to the Wallowa County Board of Commissioners. In this case, the decision of the Wallowa County Board of Commissioners shall be final, binding, and not subject to Employment Relations Board review.
- B. If the County, at any step, fails to respond in a timely fashion, the grievance shall proceed to the next step.
- C. Extension of time lines will be granted if both parties agree.
- D. In the event the parties dispute timeline issues for matters submitted to arbitration, the arbitrator will be limited to hear the timeliness arguments first, including any closing summation by the parties. The arbitrator will then rule from the bench on the timeliness issue.

## **ARTICLE 16 – SENIORITY**

16.1 Definition. County seniority shall be defined as the employee’s total length of continuous service with the County from the employee’s last date of hire. Classification seniority shall be defined as the employee’s length of service in a classification.

All seniority shall be terminated if an employee:

- A. Quits.
- B. Is discharged for just cause.
- C. Is laid off and fails to respond to written notice as provided in this Article, Section 16.4.
- D. Is laid off work for a period of time greater than twenty-four (24) months or a period of time equal to the employee’s County seniority, whichever is shorter.
- E. Fails to report to work at the termination of an extended leave of absence.
- F. Is retired.

16.2 Reduction in Force. A layoff is a separation of employment. If the County should reduce its work force, layoffs shall be by department and classification and be based on the needs of the department and the skills of the employee as determined by the department head. When all these factors are equal, seniority will be considered as the deciding factor. Employees subject to layoff shall have the option to bump into the position occupied by an employee with the least seniority of a similar or lesser classification provided that the bumping employee has the minimum job skills, license(s), and qualifications to perform the job functions as determined by the County and



the employee is subject to a probationary period of 6 months. If the employee fails probation, the employee is laid off. The probationary period is not subject to the grievance process. Seniority for bumping will be based on continuous seniority with the County.

The County agrees to notify the Union and the employees not less than thirty (30) days prior to any layoff by forwarding the name and occupational classifications of the employees to be laid off. If an employee does not provide notice to the County to bump within 5 calendar days of layoff notice, the County may elect to pay the employee for the remainder of the employee's regular schedule during the 30-day period and end employment.

16.3 Recall. Employees on layoff shall be entitled to recall to their former positions so long as such recall is within twenty-four (24) months of the employee's layoff date.

16.4 Notice. It shall be the responsibility of the employees laid off to keep the County informed of the address at which they may be reached and re-employment shall be offered by certified mail addressed to the last address furnished by the employee. When an offer of re-employment has been made, the former employee shall advise the County of acceptance within one (1) calendar week and shall report for duty within ten (10) days of the receipt of the notification by the County, unless prevented by circumstances beyond their control from reporting within that time period. An employee who fails to accept re-employment at his/her previous classification or comparable position within the same job family when offered by the County in accordance with the provisions of this Article shall be deemed to have forfeited all recall rights to that classification.

16.5 Seniority List. A current seniority list shall be maintained by the County and made available to the Union upon request.

Temporary and/or part-time employees may not displace any bargaining unit employee. Where vacancies occur due to a reduction in force and part-time work becomes available in a department, the laid off individual will have the right of first refusal for that part-time work.

If the laid off incumbent does not accept the part-time work, the department shall give first priority to any other laid off County employees by order of seniority who possess the skills and abilities to perform the work.

16.6 Temporary Work Opportunities. In the event that temporary work becomes available in a given position, the individual laid off from that position will be given an opportunity to perform such temporary work. If the opportunity is refused, such refusal shall not affect the individual's layoff status. If the individual declines, other laid off employees who are qualified to perform the work will be offered the opportunity on a seniority basis. It is understood that the County will make reasonable efforts to contact the laid off employee, but that emergency circumstances may prevent continued efforts to make contact if initial efforts fail. Pay and benefits for said work will be at the prevailing market rate for temporary work that needs to be performed.

## **ARTICLE 17 – GENERAL PROVISIONS**

17.1 Personnel Files. Employees or their representative, with written consent of the employee, may inspect items in their personnel files which have been placed in their files since their date of employment. Employees may request copies of material from their file.

Incorrect administrative material will be corrected or removed, upon request, from an employee's personnel file. Employees shall be entitled to prepare a written explanation or opinion regarding any critical material placed in their official personnel file.

The employee's explanation or opinion shall be attached to the critical material and shall be included as part of the employee's official personnel record so long as the critical materials remain in the file. Where the personnel records are maintained in format other than paper, the explanation or opinion will be placed next to or in closest possible proximity to the critical material.

No material reflecting critically on an employee shall be placed in an employee's file which does not bear the signature of the employee indicating they have seen a copy of the material. Such acknowledgment does not necessarily indicate agreement with the content of the document and is required where this disclaimer is present. If an employee refuses to sign documentation or is unavailable to do so due to extended unavailability, it may be retained in the personnel file provided that a notation of the refusal or unavailability is made by a supervisor and the documentation is personally delivered or mailed to the employee at the mailing address of record in the County personnel record.

At the request of the employee, written warnings and reprimands shall be removed from their personnel file after three (3) years if no other disciplinary actions have occurred during that period.

17.2 Non-Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, religion, sexual orientation or gender identity, mental or physical disability, veteran status, national origin, political affiliation or other protected status in accordance with applicable law. All references to employees in this Agreement designate both sexes. Whenever a gender is used it shall be construed to include male and female employees.

## **ARTICLE 18 – STRIKES**

18.1 No Strike. 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, or slowdown, or any other restrictions of work, at any location in the County during the term of this contract. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the County by the Union or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the County against any employee or employees engaged in a violation of this Article. Such disciplinary action shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the County.

18.2 Union Obligation. In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form whether on the basis of individual choice or collective employee conduct, the Union will immediately, upon notification, attempt to secure an immediate orderly return to work. The obligation and the obligations set forth in Section 18.1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to stoppage or by whether such subject matter is or is not subject to the grievance provision of the Agreement.

18.3 Lockout. There shall be no lockout of employees during the life of this Agreement.

#### **ARTICLE 19 – SAVINGS CLAUSE**

Should any portion of this contract be unlawful or held contrary to law, such decision shall apply to the specific portion thereof directly specified and all other provisions of the Agreement shall remain in full force and effect for the duration of the Agreement. Upon such declaration, the parties agree to immediately negotiate a substitute, if possible, for the invalidated portion thereof.

#### **ARTICLE 20 – FUNDING**

20.1 Economic Provisions. Should sufficient funds be unavailable, the Wallowa County Board of Commissioners may prospectively suspend for that fiscal year, or portion thereof, provisions of this Agreement that have an economic or monetary effect and that the Wallowa County Board of Commissioners determines cannot be funded. The Wallowa County Board of Commissioners will give advance notice to the Union as soon as possible, and either party may reopen this Agreement for negotiations.

#### **ARTICLE 21 – TRAVEL REIMBURSEMENT**

Travel expenses will be reimbursed in accordance with County policy as adopted and revised by the Board of Commissioners periodically. Reimbursements authorized by policy shall not be changed without written notice to the Union and mid-term bargaining as required by law. The County policy is attached to this Agreement as Exhibit B.

#### **ARTICLE 22 – POSTING OF JOBS**

To speed up the hiring process, all job openings that are posted will be posted simultaneously in the department, in house, and outside for ten (10) working days, except as provided in Article 14.

During the selection process, qualified applicants from within the department will be considered first, qualified applicants from in house will be considered second, and qualified applicants from outside will be considered third, subject to veteran's preference rights provided by law.

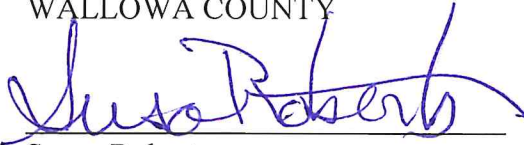
A copy of all job openings will be provided to the Local Officers and the SEIU Local 503, OPEU Organizer through email by the Personnel Director at the beginning of ten (10) working days.

**ARTICLE 23 – TERM OF AGREEMENT**

This Agreement shall be effective upon the signing by both parties unless otherwise specified herein and shall remain in full force and effect through June 30, 2020. The parties will initiate bargaining a successor agreement by February of the expiring year.

Signed and dated the 4<sup>th</sup> day of December 2017.

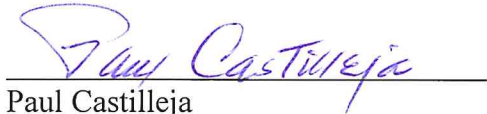
WALLOWA COUNTY



Susan Roberts  
Commissioner

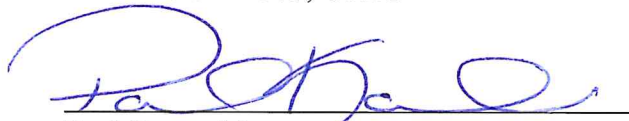


Todd Nash  
Commissioner



Paul Castilleja  
Commissioner

SEIU LOCAL 503, OPEU



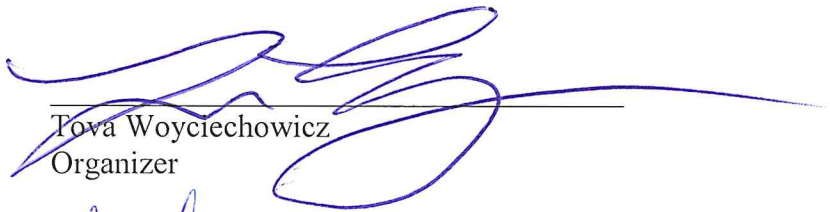
Paul Karvoski  
Bargaining Delegate



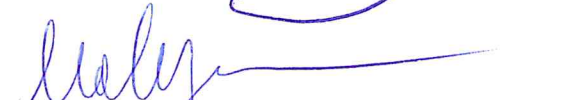
Brooke Langerman  
Bargaining Delegate



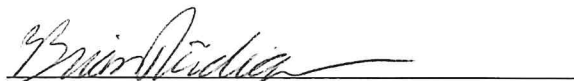
~~Christine Huston~~ CHRISTIE HUSTON  
Bargaining Delegate



Tova Woyciechowicz  
Organizer



Molly Malone  
Public Services Director



Brian Rudiger  
Executive Director



**Appendix A - WALLOWA COUNTY COURTHOUSE WAGE SCALE 2017-2018**  
**Hourly Rates**  
**Effective 7/1/2017**

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Receptionist /File Clerk Dept Specialist I (entry level)	\$12.52	\$12.70	\$12.89	\$13.09	\$13.28
Building Custodian	\$13.57	\$13.77	\$13.98	\$14.19	\$14.40
Assessor Dept Secretary Clerk Dept. Specialist Treasurer Dept Specialist	\$14.30	\$14.52	\$14.73	\$14.95	\$15.18
Fairgrounds Manager Planning/Bldg Codes Asst Property Appraiser Trainee	\$15.77	\$16.01	\$16.25	\$16.49	\$16.74
Treasurer Assistant Facility Manager	\$16.30	\$16.54	\$16.79	\$17.04	\$17.30
Child Support Enforcement Building Codes Tech Multi-Agency Vict Advoc Property Appraiser I	\$16.82	\$17.08	\$17.33	\$17.59	\$17.86
Juvenile Counselor VA Service Officer GIS Coordinator Health Dept Coordinator Property Appraiser II	\$17.60	\$17.86	\$18.13	\$18.40	\$18.68
Grants Manager	\$19.80	\$20.09	\$20.40	\$20.70	\$21.01
Emergency Management	\$21.80	\$22.13	\$22.46	\$22.80	\$23.14

Scale reflects hourly rates. Employees are generally paid on monthly annualized average salary on a 1950-hour yearly schedule with the exception of the Building Custodian, who is paid on a 2080-hour yearly schedule. Steps are 1.5% apart.

County is attempting to acquire new payroll software. When in place, parties agree to reopen contract using expedited bargaining (ORS 243.698) to negotiate new pay days.

**WALLOWA COUNTY**  
**TRAVEL REIMBURSEMENT POLICY**

Employees who travel on County business and expect to be reimbursed for expenses must submit a Wallowa County Travel Expense Report form within 30 days of the date of travel.

The following rates and rules shall govern reimbursement to employees who report for work at any location outside Wallowa County. The reimbursements set forth in this policy will not be reduced without notice to County bargaining units and bargaining as required.

1. ***Mileage***

- A. Employees are expected to travel in a County vehicle and to use the County fuel card for gasoline and oil.
- B. If the employee prefers to use a personal vehicle, mileage will be reimbursed only one way. For the Public Works and Courthouse bargaining units, if an employee uses a personal vehicle due to safety reasons, mileage will be reimbursed portal to portal from the employee's County work station. Safety reasons must first be noticed in writing to the supervisor and subsequent approval for use of a personal vehicle is required. Safety reasons can include weather related conditions and available vehicles to travel in inclement weather.
- C. If the employee must use a personal vehicle because a County vehicle is unavailable, mileage will be reimbursed round trip.
- D. If a vehicle and seating for a trip is available, additional mileage will not be paid for additional drivers.
- E. Mileage will be reimbursed at the current rate authorized by the IRS. Mileage will be reimbursed at the current federal rate per mile for use of a private vehicle.

2. ***Meals***

Reimbursement for meals when an overnight stay is **not** required is taxable, per the IRS, for the employee and will be paid in the employee's next scheduled paycheck. If an overnight stay is part of the travel, reimbursement is not taxable and will be made at the next scheduled accounts payable check run.

- A. Breakfast will be paid only if leaving before 7:00 a.m. Reimbursement request must include time of departure. (6:00 a.m. for Public Works)
- B. Dinner will be paid only if returning after 7:00 p.m. Reimbursement request must include time of return.
- C. Meals will be reimbursed at the following schedule not to exceed:  
\$40.00 per full day of travel.

Breakfast	\$10.00
Lunch	\$10.00
Dinner	\$20.00

- D. The full price of a meal will be paid when attending an event where the meal price is set above the maximum price, however, a receipt is required for reimbursement.
3. ***Lodging - Receipt Required***
- A. Employees must request governmental rates when making reservations.
  - B. Double occupancy is required for employees of the same gender.
  - C. Lodging will be reimbursed only beyond a two hundred (200) mile radius of Enterprise, unless the stay is more than one (1) day.
4. ***General***
- A. Expenses for meals and lodging which are included in conference registration fees must be itemized and will be reimbursed at cost. Out-of-pocket registration fees paid by employees will be reimbursed and a receipt is required. Meals provided in connection with a conference or training as part of registration are in lieu of a travel meal.
  - B. Any employee may request a cash advance by declaring expected expenses at the rates quoted above. The final account within 30 days of travel will require a reconciliation between amount advanced and amounts reimbursed.



