

COLLECTIVE BARGAINING AGREEMENT

between the

Marion County Employees Union Local 294 of
the Oregon Public Employees Union, SEIU Local 503

and

Marion County, Oregon

Expires: June 30, 2012

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PREAMBLE

This Agreement is entered into by Marion County, Oregon, hereinafter referred to as the “Employer,” and **Marion County Employees Association**, hereinafter referred to as “**MCEA**.” The Employer recognizes that **MCEA** affiliated with the Oregon State Employees Association (OSEA) on April 29, 1977. The Employer also recognizes that OSEA has become the Service Employees International Union Local 503, Oregon Public Employees Union (SEIU Local 503, OPEU) and continues to recognize affiliation between **MCEA** and SEIU Local 503, OPEU, hereinafter referred to as SEIU, and that SEIU will represent **MCEA** in contract administration and negotiations during the period of affiliation. Should this affiliation between the Association and SEIU cease at any time, this Agreement shall continue to be operative between the Employer and **MCEA**.

The purpose of the Agreement is to set forth those agreed-to matters pertaining to rates of pay, hours of work, fringe benefits and other conditions of employment and establishment of an equitable and peaceful procedure for the resolution of disputes.

It is understood and agreed that there is a division of responsibility between the Board of Commissioners and the elected heads of departments covered by this Agreement in the administration of employment conditions for Marion County, as provided by Oregon Revised Statutes, and that complying with the following Articles, or portions thereof, is the responsibility of the Board or other appropriate elected officials, in accordance with those statutes.

The parties agree as follows:

ARTICLE 1 – UNION RECOGNITION

The Employer recognizes the SEIU Local 503, OPEU/**MCEA**, Local 294 as the sole and exclusive bargaining representative for ALL regular employees except supervisory and confidential employees or employees represented by other labor organizations or employees considered prohibited from striking within the definition of ORS 243.736.

ARTICLE 2 – MANAGEMENT’S RIGHTS

Except as may be specifically modified by the terms of this Agreement, the County retains all rights of management in the direction of its work force. It is recognized that the responsibilities and authority of management are exclusively functions to be exercised by the County.

These rights of management shall include, but not be limited to, the following:

- A. The determination of the governmental services to be rendered to the citizens of Marion County.

- B. The determination of the County's financial, budgetary, accounting and organization policies and procedures.
- C. The right to establish and administer separate personnel and employment benefit rules and policies for non-bargaining unit personnel. The continuous overseeing of personnel policies, procedures and programs promulgated under any other term of this Agreement.
- D. The management and direction of the work force including the right to determine the methods, processes and manner of performing work; the establishment of new positions and the determination of the duties and qualifications to be assigned or required; the right to hire, promote, demote, terminate, reassign, appoint and retain employees; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the departments or division; the right to determine shifts, assignments and schedules of work; the right to purchase, dispose and assign equipment or supplies.

ARTICLE 3 – UNION SECURITY

Fair Share

Section 1. All employees covered by the terms and conditions of this Agreement shall become members of the Union or make payments in lieu of dues (fair share payments) to the Union. The County shall notify all newly hired employees of this requirement at the time of employment.

Section 2. Bargaining unit members who exercise their right of non-association only when based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member shall pay an amount of money equivalent to regular monthly Union dues to a nonreligious charity or to another charitable organization mutually agreed upon by the employee and the Union. Such payment shall be remitted to that charity by the employee and this fact certified by the employee to the County within fifteen (15) calendar days of the time dues or fair share payments would have been taken out of the employee's paycheck. The County shall, within fifteen (15) calendar days of its receipt, send a copy of such certification to the Union. If an employee fails to provide certification to the County by the fifteenth (15th) day, the County shall resume fair share deductions until such notice is provided.

Section 3. Fair share payments shall be deducted from the wages of nonmember employees in accordance with ORS 243.672(1)(c). The aggregate deductions of all fair share payers shall be remitted together with an itemized statement to the Union no later than the tenth (10th) of the month following the month for which the deductions were made.

Dues Deduction

Section 4. Applications for Union membership shall first come to the Union. The Union will submit membership applications to the County. For all membership applications submitted by the Union to the County on or before the tenth (10th) of the month, dues deductions shall be made for the month in which the application is submitted.

Section 5. Dues will continue to be deducted until the employee rescinds the request in writing. Copies of all such requests for membership cancellation shall be transmitted to the Union. If an employee cancels his/her membership, the County shall immediately begin deducting fair share payments.

Section 6. The written request for dues deduction is not terminated when an employee is placed on any type leave, disciplinary removal or lay-off status. The County shall deduct Union dues commencing with the first paycheck following the employee's return to paid status.

Section 7. The aggregate deductions of all employees together with an itemized statement, including employee wages, shall be remitted to the Union no later than the tenth (10th) of the month following the month for which the deductions were made. The itemized listing of Union members shall reflect employee wages, terminations, retirements, cancellations, leave without pay, return from leave without pay, new members, pay changes, name changes or any other personnel action which would affect the amount of dues withheld.

Section 8. The County agrees to automatically adjust the dues amount or fair share payment for employees whose salaries increase or decrease during the term of this Agreement.

Section 9. On a monthly basis, the County shall furnish to the Union an alphabetical listing, by department, of the names and home addresses, membership status, FTE, employee number, continuous service date and classification of the employees in the bargaining unit.

ARTICLE 4 – HOURS OF WORK

Section 1. Except where current practice is contrary, the regular hours of work each day shall be consecutive.

Section 2. Except as provided in Section 3 of this Article, normally, the regular workweek shall consist of five (5) consecutive days, according to current practice, Monday through Friday inclusive, excluding continuous operations, and other departments and/or activities which may require an irregular workweek. During the term of this Agreement, the County reserves the option of establishing a ten (10)-hour, four (4)-day workweek, which may be instituted in any particular work unit provided the employees affected are given ten (10) days advance notice.

Section 3. Eight (8) or seven and one-half (7 1/2) hours of work, as now practiced, shall constitute an employee's assigned shift and each shift shall have regular starting and quitting times excluding those employees on flexible or irregular schedules. Ongoing changes in an employee's shift starting and

quitting times shall require fifteen (15) days advance notice, except in emergency work situations. Nothing in this Section shall restrict an employee and the County from temporarily modifying the work schedule when necessary and/or the parties mutually agree to the change.

Section 4. For employees who work in departments which have continuous operations (seven (7) days/week), whenever the normal workweek is modified, the employee will be given fifteen (15) days advance notice. The notice shall contain the effective date of change, the duration and the reasons for the change.

Section 5. Flexible schedule. Employees of the County may work a flexible work schedule. A flexible work schedule is a work schedule which varies the number of hours worked on a daily basis, but not necessarily each day, or a work schedule in which starting and stopping times vary on a daily basis, but not necessarily each day, but which does not exceed forty (40) hours in a workweek and is agreed upon in advance by the employees and the supervisor. All flexible work schedules must be approved in advance. An employee of the County may request a flexible work schedule by submitting a request in writing to his/her immediate supervisor. This request shall outline the proposed schedule.

No employee shall be arbitrarily denied the opportunity of working a flexible schedule. Special consideration may be given to an employee who demonstrates an unusual hardship. All requests for flexible schedules are subject to change based on the changing needs of the department and subsequent requests to work a flexible work schedule.

Section 6. The County may allow employees to modify their normal work hours within the workweek on an intermittent, temporary basis to make up for time lost due to illness, medical appointments or other instances allowed under the sick leave provisions of this agreement, compatible with the operating needs of the County. Daily overtime will be waived to accommodate these requests.

ARTICLE 5 – REST PERIODS AND LUNCH BREAKS

Section 1. A rest period of fifteen (15) minutes shall be permitted for all employees for each full half work shift. Such rest periods shall normally be on a scheduled basis so that activities of the department shall be staffed at all times. It is a joint responsibility of management and the employee to schedule rest periods. Employees who are having difficulty scheduling a rest period should meet with their supervisor to schedule an appropriate break time.

Section 2. All employees shall be granted an unpaid lunch period to be taken in the middle of each work shift. Unpaid lunch periods shall not be less than thirty (30) minutes nor more than one (1) hour in duration, according to present practice.

Section 3. Employees engaged in work requiring that they remain in their work area during the entire work shift shall be granted a lunch period with pay not to exceed thirty (30) minutes.

Section 4. Subject to the physical structure of the building and the operating needs of the County, and whenever possible, employees shall be provided with lunchroom facilities.

ARTICLE 6 – HOLIDAYS

Section 1. Holidays. The following days are legal holidays for regular employees in the County service:

- New Year's Day
- Martin Luther King's Birthday (3rd Monday in January)
- Presidents' Day (3rd Monday in February)
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

All legal holidays designated by the Board of Commissioners.

Holiday compensation shall equal the number of hours regularly scheduled for the day the holiday falls on ("day for a day").

Section 2. Personal Holiday. Regular employees whose regular work schedule equals one-half (1/2) or more of a full-time employee's work schedule, who have been employed for a minimum of six (6) consecutive months, are entitled to two (2) personal holidays each calendar year. Such holidays are to be taken during the calendar year in which the holidays are earned and may not be carried forward into the following year. The personal holidays shall be scheduled in accordance with Article 7, Section 4, Scheduling Vacations.

Section 3. Weekend Holidays. For employees whose normal week is Monday through Friday, whenever a holiday falls on Saturday, the preceding Friday shall be considered to be the holiday. If it falls on Sunday, the following Monday shall be considered to be the holiday.

For those employees whose workweek is other than Monday through Friday, whenever a holiday falls on their first day off, the preceding day shall be considered to be the holiday. If it falls on their second day off, the next day (following day) shall be considered to be the holiday.

When a holiday falls on a Monday or Friday giving the majority of County employees a three-day weekend, employees whose days off are other than Saturday or Sunday may, with supervisory approval, choose to take the day preceding or the day after their weekend off as a holiday in lieu of taking the actual holiday, thus giving them a three-day weekend.

Holidays that occur during paid leave of any type shall not be charged against such leave.

Section 4. Part-time Employees. Compensation for holidays will be provided to regular, part-time employees of the County whose regular work schedule is equal to one-half (1/2) or more of the regular full-time work schedule for County personnel.

When a part-time employee is not required to work the holiday, holiday compensation will be calculated by dividing the number of hours worked the previous week by the number of days worked the previous week.

Section 5. Holiday Pay. It is the County's intention to provide paid time off for holidays whenever possible, either on the actual holiday or another day that same week.

If an employee is required to perform work on holidays which fall within the employee's workweek, the employee shall be compensated in pay at the rate of time and one-half (1-1/2) for all hours worked on the holiday in addition to the normal rate of pay (holiday compensation) for the number of hours the employee would be compensated if the holiday was taken as time off.

For the purposes of this Section, holiday compensation shall equal a normal scheduled workday.

If an employee is required to work on a holiday and the shift begins on one day and ends the following day (i.e., graveyard shift), the employee receives holiday premium pay for the shift that begins on the County's holiday or the employee's designated holiday if the County's holiday falls on the employee's normal day off.

Employees who are required to work on a regularly scheduled holiday may, in lieu of holiday pay provided for in this Section, choose to take another day off within the same week with department head approval and will receive the number of hours regularly scheduled for that day as holiday pay.

ARTICLE 7 – VACATION LEAVE WITH PAY

Section 1. Vacation Accumulation. After having served in the County service for six (6) consecutive full calendar months, full-time employees shall be credited with six (6) months' worth of vacation leave accrued and thereafter, vacation leave shall be credited as follows:

	<u>Days Per Year</u>		<u>Hours Per Pay Period</u>	
<u>Work Hours Per Week</u>	37.5	40	37.5	40
After six months of continuous service through 5 th year	12	12	3.462	3.693
After 5 th year of continuous service through 10 th year	15	15	4.327	4.615
After 10 th year of continuous service through 15 th year	18	18	5.193	5.539
After 15 th year of continuous service through 20 th year	21	21	6.058	6.462
After 20 th year	24	24	6.924	7.385

Should the County establish a ten (10)-hour, four (4)-day workweek, vacation accumulation and charges against such accumulation shall be made on an hourly basis.

Section 2. Continuous Service. Continuous service for the purpose of determining eligibility for accelerated vacation accumulation rates shall be service unbroken by an absence (leave without pay) in excess of ten (10) workdays within a calendar month of employment. Time spent by an employee on military leave, on an authorized leave of absence with pay, or on a leave without pay resulting from a job-incurred injury shall be included as continuous. Time spent on other types of authorized leave will not count as part of the continuous service except employees returning from such leave or employees who were laid off, shall be entitled to credit for service prior to the leave.

Section 3. Part-Time Employees. Regular, part-time employees shall accrue vacation leave in an amount proportionate to that which would be accrued under regular, full-time employment. To be eligible for vacation accrual, part-time employees must work one-half (1/2) or more of the regularly scheduled working hours per week for full-time employees.

Section 4. Scheduling Vacations. Subject to operational requirements of the County, an employee shall have his/her choice of vacation time. The County, however, shall not use this language unfairly or unreasonably to deny an employee's request for vacation. Supervisors shall respond to requests as soon as practicable, but in no case longer than five (5) working days from receipt of the request when the request is made within thirty (30) working days from the beginning of the requested time off. Supervisors shall respond to requests that are made longer than thirty (30) working days in advance no longer than fifteen (15) calendar days from receipt of the request.

If two (2) or more employees request the same period of time and the matter cannot be resolved by agreement of the parties concerned, the employee having the greatest seniority with the County shall be granted the vacation time; provided, however, that an employee shall not be given this seniority consideration more than once every two (2) years. Such schedules may be amended by the appointing authorities to meet work emergencies or to grant requests of individual employees. Employees may request multiple weeks of vacation in tandem during choice periods for vacations (June through September), but management, in its discretion, may limit the number of employees taking back-to-back weeks of vacation during the choice periods. If there are applicants, at least five percent (5%) of the bargaining unit in a department shall be permitted to exercise this option during the choice periods, based on the seniority of the applicants.

Section 5. Accumulation of Vacation Credits. Employees shall not accumulate vacation leave in excess of two hundred fifty (250) hours. However, employees receiving Workers' Compensation benefits shall not suffer a loss of vacation credits as a result of this limit. The employee on Workers' Compensation will accumulate vacation over the maximum limit of two hundred fifty (250) hours for a period not to exceed six (6) months. Amounts accrued in this manner which are above the limit shall be used within six (6) months of return to work. Should the employee terminate, under any circumstances, the employee shall be paid for unused vacation equal to the vacation time accumulated, but in no instance will the benefits exceed two hundred fifty (250) hours. Any employee who is about to lose vacation

credit because of accrual limitations may, by notifying his/her appointing power five (5) days in advance, absent himself/herself to prevent loss of this time, or at the County's option, receive payment for up to five (5) working days of vacation. Such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay. Vacation leave shall not accrue during a leave of absence without pay, or educational leave with pay the duration of which exceeds fifteen (15) calendar days. Any employee, who is granted a leave of absence without pay, shall first be scheduled for any vacation leave and/or compensatory time, which have accrued to his/her credit before he/she commences leave without pay. Each employee's accumulated vacation shall be reported to him/her bi-weekly.

If an employee has accumulated at least three (3) weeks of vacation leave, the employee may choose to cash out one (1) week of vacation. This option is limited to one (1) occurrence per fiscal year.

Section 6. Transfer Credits and Terminal Vacation Pay.

- A. When an employee is appointed to another department of the County, the employee shall retain accumulated vacation credits.
- B. An employee who terminates during the initial six (6) months of his/her employment shall not be entitled to cash compensation in lieu of vacation leave. If he/she has served six (6) full calendar months and is separated from County service, he/she shall be entitled to cash compensation at the hourly rate he/she was receiving at the time of separation. In case of death, compensation for accrued vacation leave shall be paid in the same manner that wages due to the decedent are paid.

Section 7. Compensation Credits. Effective July 1, 2008, employees shall receive two (2) normal workweeks of vacation, to be taken as leave with pay or, at the employee's option, he/she shall receive compensation for two (2) normal workweeks, accrued at the employee's regular hourly rate of pay. The employee must exercise this option with each fiscal year (computations will be based on the employee's hourly rate at the time of the request). The benefit cannot be carried forward into the next fiscal year. An employee will not be eligible for this benefit if the employee has not completed his/her trial service period prior to the end of the fiscal year.

If an eligible employee elects to receive the credits as pay, it must be paid in increments equal to one (1) workweek. No partial pay (less than one (1) workweek) is allowed. If an employee elects to receive the credits as vacation, it may be scheduled one (1) day at a time or as a unit, subject to the approval of the department head.

An eligible employee may schedule the vacation portion of the benefit one (1) day at a time or as a unit, subject to the approval of the department head.

If an employee has compensation credits remaining in June (at the end of the fiscal year), the employee may request payment for the balance. The employee must include the remaining compensation credit

hours on a timecard during a pay period that will result in a paycheck dated no later than the end of the fiscal year in which the compensation credit was accrued.

This benefit is to be used by the employee based on his/her employment status at the time the request is made. Payments or time off will be prorated based on the employee's work status. Employees completing trial service prior to the end of the fiscal year will have their benefit prorated for that period between the employee's continuous service date and June 30th.

Section 8. Sunset of Compensation Credits. Effective July 1, 2008, newly-hired employees will not receive compensation credits. In lieu of receiving compensation credits, new employees will receive a higher rate of pay generated by rolling the value of the compensation credits (three point eight four percent (3.84%)) into the base rate of pay.

Section 9. Opting-Out of Compensation Credits. Effective July 1, 2009, employees hired before July 1, 2008, may make a one-time, permanent election to opt-out of compensation credits provided in Section 7 of this Article, in return for the higher salary provided in Section 8 of this Article. Once enrolled in this program, an employee may not return to receiving compensation credits and pay at the lower salary schedule.

ARTICLE 8 – SICK LEAVE

Section 1. Accumulation. Sick leave shall be earned by each full-time employee at the rate of three point six nine three (3.693) hours per pay period for those working forty (40) hours per week and three point four six two (3.462) hours per pay period for those working thirty seven and one-half (37.5) hours per week and may be accumulated without limit. Sick leave shall be earned by each part-time employee whose regular work schedule is equal to one-half (1/2) or more of the regular full-time work schedule for County personnel, and such sick leave will be based on the same proportion as the hours worked are to the total actual work hours in the month and may be accumulated without limit. Sick leave shall not accrue during any period of leave of absence without pay. When an employee is appointed to another department of the County, the employee shall retain accumulated sick leave. If an employee works a four (4)-day workweek as established under Article 4 – Hours of Work, Section 2, charges shall be made on an hourly basis.

Section 2. Utilization. Employees may utilize their earned sick leave credits when unable to perform their work duties by reason of illness, injury or pregnancy; necessity for medical or dental care; exposure to contagious disease under circumstances which the health of the employees with whom associated or members of the public necessarily dealt with would be endangered by attendance of the employee; or by illness in their immediate families. Absence to attend to an ill family member, as defined in Section 11 of this Article, shall be limited to the time the employee's presence is actually required. Employees have the obligation to make other arrangements within a reasonable period of time for the attendance upon immediate family members.

Section 3. Sick Leave Investigation.

- A. Sick leave time exceeding one (1) regular workweek may require evidence that the employee was under a doctor's care. An appointing authority may require certification of the attending physician or practitioner to substantiate that an illness or injury prevents the employee from working.
- B. If the employee is using sick leave in a manner that appears to the manager to be for a reason other than the employee's own illness, the illness of an immediate family member, injury, pregnancy or the necessity for medical or dental care, the manager may initiate an investigation by contacting the Human Resources Supervisor to discuss the details of the allegations.

If the Human Resources Supervisor agrees with the manager's assessment, the Human Resources Supervisor will begin an investigation using County resources and staff. Except for the collection of payroll data as part of the assessment process, staff working in the employee's usual worksite will not be required to assist in the investigation. As part of the investigation, the employee will be contacted and asked to provide information to address the County's concerns.

Upon completion of the investigation, the Human Resources Supervisor will relay the findings on a business need-to-know basis. All sick leave investigations will be conducted in a manner that will obtain the needed operational information while protecting the privacy of the employee.

- C. Employees found to be abusing sick leave will have their time reverted to leave without pay and will be subject to the disciplinary process.

Section 4. Required Physical Examination. Should an employee be required by the employer to undergo a medical examination, the employer shall bear the expense of such examination. The medical report shall be submitted to the employer and is the property thereof.

Section 5. Bereavement Leave.

- A. A maximum of five (5) days, chargeable to any accumulated leave, may be allowed for each death of a family member as defined in Section 11 of this Article.
- B. In the event all accruals have been exhausted, the employee will be granted up to five (5) days unpaid bereavement leave for each death of a family member as defined in Section 11 of this Article.

Section 6. Sick Leave Without Pay.

- A. Sick leave without pay shall be granted for one occurrence up to a maximum of ten (10) working days. This option shall be exercised by an employee, only once in a twelve (12)-month calendar year period and the days taken off must be consecutive. Upon returning to work, the employee

shall be returned to his/her former position and shift in that week's schedule. In the event the employee applies for any leave under the provisions of the Family Medical Leave Act (FMLA) or related statute, any leave granted under the provisions of this Section shall be counted against leave granted under the FMLA.

- B. Upon written application by an employee, leave without pay may be granted by the department head for a serious health condition when FMLA/OFLA entitlements have been exhausted. The department head may authorize sick leave without pay not to exceed six (6) months duration or until such employee is released by the employee's physician, whichever comes first. Denials will be based on business need.

Section 7. Leave Credit Following Appointment or Reinstatement. An employee who is re-employed following a hearing or layoff shall have sick leave credits accrued during the previous employment restored. An employee who is re-appointed within a twelve (12)-month period after voluntary separation may have all of his/her previously accumulated sick leave credits restored.

Section 8. Notification. An employee who is ill and unable to report to work shall make a reasonable effort to notify his/her department as soon as the employee becomes aware that they will be unable to perform their assigned duties. Whenever possible, such notice should be at least within sixty (60) minutes before his/her reporting time. Employees at twenty-four (24)-hour facilities shall give two hours notice that they will be unable to perform their duties. In the event illness or an emergency prevents the employee from such notification, the County may require written explanation of the failure to report in a timely manner. It shall be the responsibility of management to make the facilities or staff available to accomplish this notification. In case of a continuing illness, the County may require the employee to keep the department advised of his/her inability to report to work on a daily basis.

Whenever an illness requires the employee's absence in excess of five (5) working days, he/she shall make every reasonable attempt to notify the County as soon as possible.

Section 9. Separation. No compensation for accrued sick leave shall be allowed for any employee when he/she is separated from County service.

Section 10. Family Medical Leave. Employees who meet statutory qualification criteria, may be eligible for leave under either federal Family Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA) for a period not to exceed twelve (12) weeks. FMLA leave also counts as OFLA leave and reduces benefits simultaneously, as specified by law. Employees desiring to access their benefits under either law must make application through their supervisor. While on FMLA or OFLA for their own serious health condition, employees will use sick leave first, then vacation, and then may choose to use other forms of leave prior to leave without pay, unless an exception is granted by the Human Resources Manager. While on FMLA or OFLA for the serious health condition of a family member or for parental leave (not to be confused with pregnancy disability), employees may choose to use other forms of paid leave prior to using sick leave. Sick leave and vacation must be exhausted prior to leave without pay.

Employees on FMLA/OFLA, for other than intermittent leave may elect in writing, at the onset of their leave, to retain up to forty (40) hours of sick leave. Employees with leave accruals are not eligible for donated leave.

Any conflicts in the administration or interpretation of the provisions under either law shall first be resolved by the application of the appropriate federal and/or state statute.

Section 11. Definition of Family Members. For the purposes of this Article, immediate family includes mother, father, son, daughter, husband, wife, sister, brother, equivalent in-laws, significant other, and domestic partners. Relatives not listed who reside in the employee's household are also included in the definition.

ARTICLE 9 – OTHER LEAVES

Section 1. Other Leaves of Absence With Pay. An employee holding a position in County service shall be granted a leave of absence with pay for:

- A. Service with a jury. Employees who are excused from jury service before the end of their workday shall promptly report their availability for assignment to their supervisor. All jury fees, except mileage and meals, received by the employee, shall be turned over to the County.
- B. Non job-related appearance before a court, legislative committee, judicial or quasi-judicial body, as a witness in response to a subpoena or other direction by proper authority not to exceed one (1) full workday where the employee is not a party in the case. Employees, who are excused from court appearance before the end of their workday, shall immediately report their availability for assignment to their supervisor. All witness fees, except mileage and meals received by the employee, shall be turned over to the County.

Section 2. Other Leaves of Absence Without Pay. Prior to the expiration of all accrued leave, except sick leave, the employee may request in writing, a non-paid absence, i.e., leave without pay (LWOP). In instances where the work will not be seriously handicapped by the temporary absence of an employee, the department head may authorize such leave, not to exceed one (1) year. If such leave is denied by the department head, the employee may appeal the denial to the Board within ten (10) days of the denial. The employee's request for such leave must be in writing and must establish reasonable justification for approval of the request. An employee on such authorized leave of absence shall not be considered to be on the payroll of the County during the period of leave. Such leave will not be approved for an employee who is accepting employment outside County service. Any employee who is granted a leave of absence without pay shall first be scheduled for any type of vacation leave, which has accrued to their credit, before the employee is placed on leave without pay.

Section 3. Absence Paid by County Workers' Compensation Program. An employee may utilize sick leave or vacation credit to augment benefits paid under the Workers' Compensation program. When

returned to work, the employee will be paid at the rate for the job to which he/she is assigned, which includes all merit and cost-of-living increases that normally would be granted during the time away from work as a result of the on-the-job injury.

The County shall provide Workers' Compensation insurance as required by state law. Employees who become eligible for Workers' Compensation shall be provided all benefits and rights in accordance with ORS 656 and ORS 659, and nothing in this Article is intended to diminish those benefits and rights.

Section 4. Military and Peace Corps Leave. Military and Peace Corps leave shall be granted in accordance with Oregon Revised Statutes.

Section 5. Temporary Interruption of Employment. Any temporary interruption of employment because of adverse weather conditions, shortage of supplies or for other unexpected or unusual reasons, which does not exceed ten (10) days, shall not be considered a layoff if, at the termination of such conditions, employees are to be returned to employment. Such interruptions of employment may be charged to accrued vacation leave or may be recorded as leave without pay.

Section 6. Failure to Return From Leave. Any employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned his/her position with the County. After an absence without leave for three (3) or more working days, his/her position shall thereupon be declared vacant and the employee terminated unless the employee, prior to the expiration of his/her leave of absence, has furnished evidence that he/she is unable to return to work by reason of sickness, physical disability or other legitimate reasons beyond his/her control. For reasons of sickness or physical disability, such leave requests shall be reviewed under Article 8, Section 6 (B). For reasons not related to medical issues, such leave requests shall be decided by the department head and shall not exceed one (1) year.

Section 7. Absence Without Leave. An absence of an employee from duty, including any absence for a single day or part of a day, which is not authorized by a specific grant of leave of absence under the provisions of this Agreement, shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. After an absence without leave for three (3) or more working days, his/her position shall thereupon be declared vacant and the employee terminated.

ARTICLE 10 – HEALTH AND WELFARE

Section 1. Marion County Benefits Plan. Marion County shall, within the maximum contribution provided by the County, attempt to provide the best value, most effective health, dental and vision benefits available for employees and their families. The County agrees to pay the full premium for life insurance equal to the employee's gross annual salary and for long-term disability benefits equal to 66-2/3% of employee's gross earnings for each eligible employee. Employees will be allowed to use a Section 125 plan for health care, dependent care, transportation, and health insurance premium expenses, as allowed by law.

Section 2. Optional Insurance Benefits. Employees desiring to participate in other optional insurance programs currently authorized by the Board may do so at their expense with their payroll withholding. Employees on a non-paid leave status must make their own arrangements with Marion County's Payroll staff to continue insurance benefits at their own expense, subject to the contract terms and conditions between the County and the insurance carriers.

Section 3. Health Insurance Study Committee.

The purpose and function of the Health Insurance Study Committee will be as follows:

- A. To provide plan design recommendations for health, dental, and vision plans within the County contribution level as closely as possible.
- B. To provide plan design recommendations that provides incentives for employees to be cost-effective health, dental, and vision benefit consumers.
- C. To explore a variety of options and plan designs available at rates within the County contribution level as closely as possible.
- D. To develop recommendations to provide health, dental, and vision communications to County employees and their families to encourage them to be effective consumers.
- E. The committee will try to reach a consensus on recommendations for medical, vision and dental plan designs. If unable to reach a consensus, the committee will, by three-fourths vote, reach agreement on recommendations. If unable to reach agreement by consensus or vote, the Risk Manager will provide recommendations to the Board of Commissioners for adoption by October 1st of the calendar year preceding the benefit plan year.
- F. The committee shall be composed of fourteen (14) voting members with equal numbers representing the Employer and the unions, with at least four (4) members representing MCEA.
- G. Meetings shall be held at least quarterly. Employees shall be allowed release time in accordance with Article 19. No overtime shall be paid for attendance at these meetings.

Section 4. Employer Health Insurance Contributions.

- A. The County agrees to contribute up to one thousand two hundred forty-six dollars (\$1,246.00) per employee, per month, for health, dental and vision benefits for the benefit plan year January 1, 2011 to December 31, 2011.

- B. The County agrees to contribute up to one thousand three hundred forty-six dollars (\$1,346.00) per employee, per month, for health, dental and vision benefits for the benefit plan year January 1, 2012 to December 31, 2012.

ARTICLE 11 – WAGE ADJUSTMENT

Section 1. Retirement. The County agrees to continue its participation in the PERS and OPSRP pension accounts.

The parties agree the employer shall contribute six percent (6%) of salary to the employee's Individual Account Program (IAP). For the limited purposes of Internal Revenue Code Section 414(h)2) and related tax statutes, the employee's contribution to PERS will be picked up by the County as a pre-tax contribution as the term "pick-ups" is used in the Internal Revenue Code. It is the intention of the parties that these provisions should, in substance if not in absolute form, result in no substantial additional cost to the County and no substantial effect on the net pay of employees.

If this Agreement is determined to be unlawful, ineffective or unenforceable by a final order of a court or agency of competent jurisdiction and if such order requires any payment by the County or payment to the County by one or more members of the Board of Commissioners or any officer or employee of the County as a result of such determination, the Union, its individual members and any successor organization agree that individual bargaining unit members will repay any salary, retirement benefits improperly paid, and taxes of FICA , including any ordered interest.

Should this hold harmless obligation need to be implemented, the means and methods of doing so shall be agreed by the parties but shall require fulfillment of the obligation within one year from the expiration of all appeals applicable to the determination necessitating the implementation. Nothing in this Agreement, however, shall prevent Marion County and the Union from negotiating lawful wage or benefit provisions which utilize dollars subject to repayment. Should the County be sued based on the provisions of this Agreement, the Union agrees to join with the County in litigation defending the terms of this Agreement.

Should any of the provisions of this Agreement be found by a court of competent jurisdiction to be unlawful or unenforceable, all other provisions of the Agreement shall remain in full force and effect.

Section 2. Employees will be paid biweekly. Paydays will be on Tuesdays except when Tuesday is a holiday in which case employees normally will receive their paychecks prior to the holiday unless the payday is in the subsequent year.

Section 3. Cost-of-Living Adjustment. For the period of this agreement, there will not be a cost-of-living adjustment.

Section 4. Training. Employees whose regular work duties do not include training who are assigned to train or assist in training other County employees by their supervisor, shall receive a five percent (5%) differential for all hours worked while engaged in that training. For the purpose of this Section, orientation functions such as understanding policies, learning access to computer programs, and learning routes or schedules are not considered training.

Section 5. Shift Differential. All full-time employees and all part-time employees working fifty-percent (50%) or more shall receive a fifty-cents (50¢) per hour shift differential for all regularly scheduled time which falls between the hours of 6:00 p.m. and 6:00 a.m. Employees normally working a day shift will not receive shift differential even if their overtime pay requires them to work past the hour of 6:00 p.m.

Section 6. Bilingual Skills. Employees, whose regular duties include the use of bilingual skills and who are assigned to translate or assist in translation or otherwise use their bilingual skills by their supervisor, shall receive a five percent (5%) differential for all hours worked. Eligibility for the differential will be based on passing a valid, reliable, professionally recognized foreign language test.

Section 7. Notary Licensing. Employees, whose job duties require them to possess licensing as a notary public, shall be reimbursed for all fees associated with that license.

Section 8. Pager Pay.

- A. Pager Assignment. The duty of carrying the pager/cell phone will rotate weekly among all employees who are qualified for said duty. Rotation shall be mandatory. Qualifications will be determined by the County in consultation with the affected employees. The County shall endeavor to maintain as many qualified employees as possible for carrying the pager so as to minimize the number of times an employee will be required to carry the pager during a calendar year.
- B. Duties. The employee assigned to the duty will be responsible to answer after-hour calls for Marion County.

The paged employee will determine the likely nature of the emergency and the resources needed to correct the problem. The paged employee will see that those resources are appropriately assigned and will remain available to follow up by assigning additional resources, as needed. If qualified, the employee may assign himself or herself to correct the problem.

Notwithstanding this definition, it shall be the determination of the calling department representative as to the need for an emergency response at the facility. In the event the employee is called for a non-emergency, the employee shall assign the appropriate resources to correct the problem and may request management to review the incident. Management shall encourage the reporting of calls that may not have been emergencies.

The County will develop a list of the qualifications of the employees and those employees will be called as the first resource for meeting said emergencies. The County will provide a list of contractors who can be called in the event no employee is qualified or available.

The County reserves the right to review such assignments for appropriateness and take actions to correct future assignments up to and including removing employees from pager duty if, in the judgment of the County, they are not capable of effectively performing the duties.

A cellular phone and/or pager will be provided, by the County, at the beginning of the employee's pager duty week.

In the event an assignment tour with the pager will be inconvenient to the employee, the assigned employee may seek a voluntary trade with someone else on the list of those qualified to carry the pager. No employee will be required to trade.

It shall be management's responsibility to fill unanticipated vacancies in the rotation by use of volunteers. In the event that the number of qualified employees changes, the rotation may be changed to match.

- C. Transportation. Employees will be responsible to provide their own transportation and will be compensated at the rate specified in the Collective Bargaining Agreement. Said compensation covers travel from the time the employee leaves the location, which they were called from and ends on return to the location or home.
- D. Compensation. Employees assigned to pager duty shall receive two hundred fifty dollars (\$250.00) for each week assigned to pager duty or \$2.03 per hour for daily pager duty. The parties agree that this will be the sole compensation of this pager duty even when said duty would otherwise be out of the employee's usual classification.

If the employee on pager duty works more than fifteen (15) minutes in a day from home responding to pager calls, the employee will be paid for the time exceeding fifteen (15) minutes.

Compensation for employees assigned by the person with pager duty, after normal working hours, to correct problems will be set by the Overtime and Call Back Compensation provisions of the Collective Bargaining Agreement. Said provisions are not modified or changed by the terms of this Agreement.

- E. Review. The parties shall meet at least yearly for the duration of the Collective Bargaining Agreement to review the effectiveness of this policy and make modifications to or cancel the Agreement, as appropriate. The parties agree that management has the duty to ensure that these services are provided. In the event this Agreement is canceled, management reserves its right to institute any necessary changes in procedure or assignment to ensure that these services are continued.

Section 9. Call Back Pay (Overtime Eligible Employees Only). Call back is an occasion where an employee has been released from duty and is called back to work prior to his/her normal starting time. On such occasions, the employee's scheduled or recognized shift shall be made available for work, except the department head shall not be obligated to work the employee more than twelve (12) consecutive hours and the employee may choose, except in cases of emergency, not to work more than twelve (12) consecutive hours, excluding meal periods, of combined call back time and regular shift time.

An employee who is called back to work outside his/her scheduled work shift shall be paid a minimum of two (2) hours' pay at the overtime rate. After two (2) hours' work, in each call back situation, the employee shall be compensated at the appropriate rate of pay for the remaining time worked.

Section 10. Telephone Call Pay. The County agrees to compensate overtime-eligible employees of the Health and Juvenile Departments compensatory time (calculated at a time and one half rate) earned through telephone calls received or made, for job related purposes outside of their normal working hours. An additional fifteen (15) minutes of time shall be accrued for each call they receive or make between the hours of 10:00 p.m. and 6:00 a.m. Example: A six (6)-minute phone call received at midnight would result in a total of twenty-four (24) minutes of compensatory time (six (6) minutes x one and one-half (1.5) = nine (9) + fifteen (15) = twenty-four (24)). This Section is not intended to require employees to make themselves available to receive after-hour, work-related phone calls.

ARTICLE 12 – ADMINISTRATION OF PAY PLAN

Section 1. Compensation Plan. The County has adopted a Compensation Plan under which employees covered by this Agreement have been and shall continue to be compensated. Compensation Plans can be accessed on the Intranet page for Human Resources.

Section 2. Administration of Compensation Plan.

- A. Rates of Pay. Each employee shall be paid at one of the rates in the pay range for the classification in which he/she is paid. Employees paid on an hourly basis and working an eight (8)-hour workday will be compensated at an hourly rate equivalent to employees in the same classification, doing the same job, who work a seven and one-half (7.5)-hour day. No employee shall have his/her hourly rate of pay reduced as a result of this Section.
- B. Entrance Pay. Normally, an employee will be appointed or reinstated at the entrance rate for the classification. If an appointing power believes it is necessary to make an appointment or reinstatement above the entrance rate, the appointing power may do so if allowed by the Marion County Personnel Rules.
- C. Merit Increases. Merit increases shall be based on satisfactory service. Employees shall be eligible for in-range merit increases on their established anniversary date until such time as an

employee has reached the top step of the classification in which he/she is employed. The eligibility date, for the purpose of this Section, shall be the date upon which the employee is granted his/her first in-range merit increase to the second step of his/her pay range. This eligibility date may be changed as a result of the timing of future in-range merit increases, promotions or reclassifications.

- D. Eligibility For Merit Increases. A new employee shall be advanced to the second step of the pay range for his/her classification six (6) months from the date of hire after satisfactory service in his/her classification. In those cases where a new employee is appointed above the minimum step of the pay range for his/her classification, his/her eligibility for advancement to the next step shall be the same as though he/she were appointed at the minimum step, unless otherwise ordered by the Board. Thereafter, eligibility for advancement to each succeeding step of the pay range shall be after each additional year of satisfactory continuous service at the preceding step.

Regular employees shall be eligible for Longevity 1 after being on Step 7 of the current pay range for one (1) full year AND employed with the County for a minimum of ten (10) years. Regular employees shall be eligible for Longevity 2 after being on Longevity 1 of the current pay range for a full year AND employed with the County for a minimum of fifteen (15) years.

- E. Movement to a Higher Classification. When an employee is promoted or reclassified to a position in a classification with a higher maximum pay rate, he/she shall be placed on an actual step in the new range that will provide a minimum of a five percent (5%) increase, or to the minimum of the new range. The date of such promotion or reclassification shall establish a new anniversary date for subsequent merit increases.
- F. Movement to a Lower Classification. If an employee is reclassified to a position in a classification with a lower pay range, his/her pay rate may remain the same if it is within the pay range of the lower classification. If the employee's current pay rate is not within the lower pay range, the reduction in wages shall not occur until one (1) year after the effective date of the reclassification. If the reduction is more than one (1) pay range, the decrease will occur incrementally not to exceed three (3) years. Incremental decreases will occur annually beginning one (1) year from the effective date of the reclassification. At the end of the third (3rd) year, the employee's rate of pay will be adjusted downward to the lower pay range. The pay range adjustments will be aligned with the beginning of the pay period closest to the anniversary of the effective date of the reclassification that does not negatively impact the employee. The anniversary date does not change as a result of the movement to a lower classification.
- G. Demotion. Employees who voluntarily demote or are demoted for cause shall be placed in the new range at a step closest to the former rate of pay without resulting in a pay increase. The anniversary date does not change as a result of the demotion.

- H. Internal Appointment. When an employee is selected as an internal appointment to another position in a classification with the same pay range, his/her rate of pay remains the same. Such employee shall retain his/her anniversary date for pay increases.
- I. Pay Range Adjustment. The Board may make, in addition to general pay range changes negotiated between the Board and the Union, adjustments in a pay range or ranges as it determines necessary to attract and hold competent personnel or to provide pay equity between the various classifications.
- J. Working Out of Classification (Acting in Capacity). Any employee temporarily designated to act in the capacity of a position in a classification higher than the employee's regular classification, shall receive a five percent (5%) increase or the minimum step of the higher range, whichever is greater, for actual hours worked in the higher classification. Working out of class on a full-time continuous basis is limited to six (6) consecutive months unless conditions warrant extension, which must be approved by the Personnel Officer. Positions underfilled for training or development purposes and training assignments voluntarily agreed to by an employee shall not be subject to this Section.

ARTICLE 13 – OVERTIME

Section 1. The following shall be regarded as hours worked for the purpose of computing overtime hours for overtime eligible employees:

- A. All hours worked, holidays, jury duty and sick leave.
- B. No overtime shall be worked unless authorized by the department head. Overtime shall not be paid for missed rest periods unless management affirmatively assigns an employee to miss his/her rest period.

Section 2. Except as a result of shift rotation, overtime shall be considered as time worked in the employee's regular position in excess of forty (40) hours in a week or over ten (10) hours in a workday for full-time employment.

Section 3. Whenever overtime work is required by the supervisor or department head, management shall give forty-eight (48) hours advance notice of all overtime to be worked when, in the opinion of the department head or his/her representative, such notice can reasonably be provided.

Section 4. No person shall be discriminated against or disciplined for refusing to work overtime when, in the opinion of the department head or his/her representative, another qualified employee is available to perform the work.

Section 5. Compensation for authorized overtime shall be at the rate of time and one-half (1-1/2) and may be either cash or compensatory time off. It shall be paid in cash only if approved by the County. However, the employee may elect compensatory time off in lieu of cash. Compensatory time must be taken as leave at a mutually agreeable time or paid in cash within one (1) year of accrual. There will be a forty (40)-hour accrual cap on compensation time. Such payment shall be at the employee's rate of pay, which is being earned at the time of payment. When an employee is terminated he/she shall be given cash compensation for the overtime he/she has accrued at the hourly rate he/she is receiving at the time of separation.

This Article is subject to the provisions of the Fair Labor Standards Act. If there is a conflict between this Section and the Fair Labor Standards Act, the Fair Labor Standards Act controls.

Some employees in the bargaining unit may be exempt from overtime compensation under the Fair Labor Standards Act. If the employee is exempt under the Fair Labor Standards Act from overtime compensation, the employee shall not be entitled to overtime or compensatory time under the terms of this Agreement.

Section 6. Cash payment for overtime shall be made no later than the next payday following the pay period in which the overtime is worked.

Section 7. Overtime shall be distributed equally, as is feasible, among employees customarily performing and qualified to perform the kind of work required by the overtime assignment.

ARTICLE 14 – TRAVEL ALLOWANCES

Section 1. Cost of In-State Transportation. The cost of transportation shall be reimbursed according to the terms of this Agreement. Receipts shall be submitted with claims for reimbursement for air, train or bus travel, and reimbursement for private automobile transportation. Mileage reimbursement for the use of private vehicles shall be at the current standard IRS mileage rate for business use of an automobile. Mileage shall be computed from official state mileage tables. Air travel shall be reimbursed at tourist rates unless reasonable tourist flight schedules are not available. Train fare shall be reimbursed at first class rates. Where officials or staff elect to drive private automobiles in lieu of plane or train transportation, reimbursement will not be in excess of the fare for tourist rate air transportation.

Section 2. Cost of Out-of-State Transportation. All out-of-state travel must be approved in advance by the department head. Only travel for which funds are available may be approved. Written requests for authorization of out-of-state travel must be submitted fifteen (15) days prior to the proposed travel. Requests submitted less than fifteen (15) days in advance must be accompanied by an explanation of the emergency.

Section 3. Cost of Lodging, Meals and Other Travel Allowances. The County shall reimburse the actual cost of lodging, meals and other related transportation expenses on an actual cost basis. Except in the

case of an emergency, the employee shall receive prior approval for all anticipated expenses. In order to receive reimbursement, a receipt must be provided for all expenses. The County reserves the right to deny expense claims for such things as personal gifts, alcohol, entertainment or excessive expenses.

Section 4. Meal Requirements for Reimbursement. Reimbursement for meals shall only be provided for meals outside Marion County while on County business and shall be the actual cost of each meal according to Section 3 of this Article.

Employees required to stay overnight shall have all appropriate meal expenses reimbursed with prior approval according to Section 3 of this Article.

Section 5. Liability Insurance. Whenever an employee is authorized to use their personal vehicle in performance of official County duties and is required to obtain automobile liability coverage in excess of the minimum levels required by state law, the County shall reimburse the employee for the cost of the insurance in an amount not to exceed ten dollars (\$10.00) per month. Employees who are eligible for reimbursement shall provide the County with proof of insurance and premium rates.

ARTICLE 15 – HEALTH AND SAFETY REGULATIONS

Section 1. The County shall make reasonable provisions and exercise due consideration regarding the health and safety of its employees during the hours of their employment. Employees shall follow County safety regulations and traffic laws and shall use safety equipment provided by the County. Employees shall be encouraged to report to their supervisors unsafe and potentially hazardous conditions.

Section 2. The County shall maintain clean and sanitary places where the employees report to work and provide proper shelter against the elements as well as safety measures as provided for in the Oregon Safety Code.

Section 3. The County shall continue to provide gloves and coveralls as per current practice. The County shall provide protective clothing for employees applying herbicides including rubber boots, gloves and impervious coveralls. Any equipment required by Oregon Occupational Safety and Health Division (OR-OSHA) will be provided by the County.

Section 4. Employees may refuse to operate any equipment or ride in or on any vehicle they believe is unsafe until the equipment has been mutually inspected and/or corrected by the employee and his/her immediate supervisor and/or qualified person. If after such inspection, the equipment is determined by the supervisor and/or other qualified person to be safe, the employee may not refuse to operate the equipment.

Employees shall not be disciplined for refusal to operate believed unsafe equipment nor shall refusals to operate such equipment be construed as insubordination until the previous paragraph of this Article has been complied with unless an emergency situation exists.

Section 5. All County cars will be inspected at least annually by a person qualified to perform such an inspection as designated by the head of Risk Management. A written evaluation of this safety check will be maintained by Risk Management.

Section 6. The County will provide for ergonomic standards to be established.

- A. The County will provide ergonomically correct workstations for employees.
- B. The employee will cooperatively work with the County to maintain a satisfactory work environment.

ARTICLE 16 – PERFORMANCE EVALUATIONS

Section 1. Employees shall be given a performance evaluation at least annually. This Article is subject to the provision of Article 12 to determine the employee’s eligibility for merit increases.

Section 2. General Policy. It is the policy of the County to periodically review the work of each employee to assure that the employee is meeting the performance standards of the particular position. The review shall include a rating of the employee’s quality and quantity of work; a review of problems which occurred during the previous year; establishment of a goal for career development and job enrichment; a review of the areas which need improvement; and, setting of performance goals for the employee for the ensuing year.

Section 3. Performance Evaluations. The Personnel Officer, in consultation with the appointing authorities, shall establish a system designed to fairly evaluate employee work performance. The evaluation will also outline ways to improve employee performance. The appointing authority shall prepare and record evaluations for all employees at least annually.

Section 4. Procedure.

- A. Supervisor Review. At least once each year, supervisors shall meet individually with their employees to review the employees’ work performance. A copy of the performance evaluation shall be made available to the employee at the time of the evaluation.
- B. Appointing Authority Review. The appointing authority shall review all performance evaluations and, when necessary, shall meet with the employee or supervisor to discuss problems in the evaluation. Any comments made by the appointing authority shall be made a part of the form and supplied to the supervisor and employee.

Section 5. Use of Performance Evaluation. The performance evaluation shall be a part of the employee’s personnel file and may be used as a factor in determining promotion, demotion, internal appointment,

reassignment, layoff, merit increase, disciplinary action and satisfactory completion of the trial service period. There will be no reference made to discipline received by an employee in their performance evaluation, but the basis for the discipline will be described.

Section 6. Employee Disagreement with Evaluation. If an employee disagrees with the performance evaluation, the employee may file a response with the supervisor or with Human Resources citing reasons for the disagreement. Human Resources will file the response in the employee's personnel file. Employees must file responses no later than thirty (30) days after the employee signs the performance evaluation, or no later than thirty (30) days after the employee refused to sign the evaluation, as noted by the supervisor.

Section 7. The parties agree to meet and discuss the performance evaluation procedure, identify weaknesses in the current system, and recommend improvements. The County agrees to implement mutually agreeable changes in a timely fashion.

ARTICLE 17 – GENERAL PROVISIONS

Section 1. No Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, creed, sex, handicap, national origin, sexual orientation, Union membership or political affiliation. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit in regards to hiring, firing, discipline and discharge.

Section 2. Union Activities. Union activities shall be conducted in a manner which will not interfere with the effectiveness and efficiency of the County's operations in serving and carrying out its responsibility to the public. There shall be no soliciting of employees for Union membership during working hours when such soliciting would interfere with the performance of an employee's duties.

Section 3. Bulletin Boards. The County agrees to authorize the use of bulletin board space in convenient places to be used by the Union in communicating with employees.

The Union shall limit its posting of notices and bulletins to such bulletin boards and contents of such notices and bulletins shall be limited to the posting of factual information as it relates to employees and the business of the Union.

Section 4. Courier Service. The Union shall be allowed to use the County courier service for distribution of Union business materials to bargaining unit employees.

Section 5. New Employee Orientation. A representative of the Union shall be granted time off with pay for a presentation on behalf of the Union during lunch at the New Employee Orientation. The purpose of the presentation shall be to identify the organization's representation status, provide information on the

Union and distribute and collect membership applications. A monthly list of new employees shall be delivered to the SEIU Organizer and the Union President for the purpose of these orientations.

Section 6. Meetings. Meetings between the County and the Union may be held, if practicable, during regular working hours on the premises of the County and without loss of pay to authorized participating employees. The number of participating employees representing the Union, exclusive of any aggrieved employee, may be limited to two (2) without loss of pay.

Section 7. Negotiations. Negotiations between the parties conducted during the open period(s) as provided by Article 33 – Life of Agreement and Termination of the Agreement shall be held during non-working hours, unless otherwise mutually agreed. The Union’s Bargaining Committee shall be limited to ten (10) members of the Union if negotiations are during working hours.

Section 8. Union Business. Subject to the operating requirements of the department, official delegates and members of the Board of Directors shall be granted up to four (4) days leave of absence to attend the biennial General Council of the SEIU Local 503, OPEU. Employees may, at their discretion, use vacation or compensatory time for attendance of General Council.

Subject to the operating requirements of the department, employees may take extended leave without pay when taking elected or temporary staff positions with the Union. Leave without pay is limited to one year unless the Personnel Officer grants an exception.

Section 9. Rights and Obligations. The Union and the County agree that there must be mutual respect for the rights and obligations of the Union, the County and the representatives of each.

Section 10. Union Officials. Union officers, stewards and committee representatives shall have the right to use County equipment including, but not limited to, copy machines, word processing equipment, typewriters, and e-mail.

Any use resulting in cost shall be preauthorized by the supervisor. Such use will not be denied unless it adversely affects the functions, services and operations of the department. Computer use shall be limited to those currently authorized to use such equipment and limited to designated County hardware and software. All such computer use shall be in compliance with current County policy. The Union shall pay when there is an associated cost required by County policy.

Section 11. Labor-Management Committees.

A. The parties have jointly recognized that the creation of an effective Labor-Management Committee requires trust and commitment and open channels of communication. We believe that our working relationship will be enhanced by the creation of a Labor-Management Committee. The purpose of the committee shall be to:

1. Seek mutual respect and understanding between the parties.

2. Solve problems in the best interest of County residents, employees and SEIU Local 503, OPEU members.
3. Move labor management relations from adversarial to cooperative relations.
4. Broaden all employees' understanding of the cooperative process.
5. Promote participatory decision-making.
6. Seek to understand and be understood.
7. Established by agreement of the parties the committee shall be authorized to advise County management officials and the Union executive committee of possible solutions to ongoing issues of mutual interest.
8. The County values feedback in relation to the job performance of management employees and will seek input from employees to aid in the evaluation process.

B. Membership. Membership on the committee shall be fourteen (14) members. Seven (7) members shall be appointed by the Union and seven (7) members appointed by County management.

C. Operational Guidelines. The committee shall operate by consensus. Any issue affecting labor relations, as defined by the committee, may be brought before the committee for consideration. The meetings will be facilitated by rotation of its members. A staff representative from the Union and County management may participate in committee operations and provide counsel to the members but shall not have voting rights. The committee shall keep a record of its activities and make a reasonable effort to communicate its actions to and receive input from the employees of Marion County.

Section 12. Labor Management Budget Process. The County will continue to encourage the involvement of the employees in the budget process.

ARTICLE 18 – EDUCATIONAL ASSISTANCE

Section 1. Tuition aid is defined as full or partial payment or reimbursement for the costs of training sessions, classes or formal academic course work pursued on a part-time basis either during or after normal working hours.

Section 2. When, as part of a department or County-wide training plan, an employee or group of employees is assigned to attend on a part-time basis designated courses either during or after regular working hours, the employees shall be reimbursed for the costs of course registration, course materials and necessary travel expenses.

Section 3. Tuition aid may be provided for one-half (½) the cost of the course registration fee to employees who successfully complete classes for the purpose of self-development when such training will also be beneficial to the County.

Section 4. Requests for tuition aid and/or course materials shall be submitted to the County for approval or disapproval prior to enrollment by the petitioning employee.

Section 5. In instances where the work of the County will not be seriously handicapped by the temporary absence of an employee, a leave of absence without pay of appropriate duration may be granted by the governing body upon request. Requests for such leave must be in writing. Leave granted under this Section will normally not exceed one (1) year.

ARTICLE 19 – RELEASE TIME FOR UNION ACTIVITIES

Section 1. Union Officers. The President, Vice-president, Secretary, Treasurer, immediate Past President, Chief Steward and four board members at large of the Union will be granted reasonable time to meet with employees, managers, executive staff and elected officials to discuss contract administration.

Delegates to the Union’s General Council will be granted unpaid leave, comp time or vacation, at the employee’s choice, to attend the council.

Section 2. Committee Members. All employees elected or appointed by the Union to serve on county-wide management and labor committees shall be granted reasonable release time to travel to meetings, attend committee meetings, subcommittee meetings or to carry out duties assigned by those committees.

Section 3. Union Stewards. The employees in the bargaining unit shall be allowed Union Stewards. The Union shall select stewards in the numbers and locations needed to serve its represented employees. The Union shall notify the County, semi-annually and in writing, of all employees who will act as Union Stewards.

Reasonable paid release time will be granted to stewards to:

- A. Investigate and process grievances.
- B. Provide orientation to all new employees.
- C. Meet with employees and management to discuss contract administration.
- D. Represent employees in meetings with management regarding written work plans.

Section 4. General Conditions of Release Time. All release time granted under this Article shall be subject to the following:

- A. Release time is subject to the operational needs of the County. If denied for operational needs, it will immediately be rescheduled for the earliest possible time.
- B. The officer, employee or steward shall be responsible to notify their supervisor when they are leaving the worksite under the provisions of this Article. In addition, the Union Steward shall ensure that the supervisor of the grievant or witness to be interviewed has been notified.

Notifications shall include the time and expected duration of the absence. Grievants and witnesses shall be granted reasonable paid time for such interviews.

- C. In the event there is disagreement between the employee and a supervisor regarding the amount of release time requested or used and said disagreement cannot be resolved between the two parties, the Human Resources Supervisor and the Union Representative shall attempt to mediate a resolution to the disagreement.
- D. All paid release time will be reported on the employee's timesheet under the appropriate code. Time spent on union activities outside the employee's regular work schedule is not compensable time. The parties agree to meet and review usage and practices, as needed.

Section 5. There shall be no reprisal, coercion, intimidation, or discrimination against any Union Steward for the conduct of the function described herein.

ARTICLE 20 – DISCIPLINE AND DISCHARGE

Section 1. Disciplinary action may be imposed upon an employee only for just cause using the principles of progressive discipline.

Section 2. If disciplinary action is to be taken against an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Discipline may include but not be limited to:

- A. Oral Reprimand. This is a warning procedure rather than a punitive one and should serve to forestall the employee from being placed in such a position that a more severe form of formal penalty must be used.
- B. Written Reprimand. The written reprimand is also a warning procedure. However, the written reprimand is used to put the employee on official notice that future abuse will result in a more severe form of action.
- C. Suspension Without Pay. Suspensions are a commonly used form of punishment after an oral and written reprimand. However, it can be used sooner based upon the severity of the misconduct. The County may suspend an employee for disciplinary reasons for a period not to

exceed thirty (30) days at any one time by notifying the employee and stating the reasons for this suspension in writing. No service credit may be acquired by an employee during the period of suspension, regardless of the length of suspension.

- D. Reduction In Pay. Reductions in pay for limited periods of time may be used as a sanction against employees in lieu of suspension generally after an oral and written reprimand. It can be used without previous discipline if the nature and severity of the misconduct warrant the discipline. Employees will be placed on steps in any pay reduction and the reduction will not exceed one (1) year.
- E. Demotions. Demotion, both in pay and to a lower classification, may be used as a form of discipline when discharge is not warranted. Such action shall be subject to the rules governing demotions.
- F. Dismissal. The County may dismiss for just cause any regular employee under the County's jurisdiction. The Employer may omit steps of progressive discipline if the employee's misconduct is of such severity that an immediate dismissal action is required.

Section 3. Due Process Notice and Meeting. In any discipline resulting in termination, suspension, or reduction of pay, employees shall receive before the imposition of such discipline:

- A. A statement of improper conduct, inadequate performance, or other cause for discipline engaged in by the employee; and
- B. A statement that suspension, reduction in pay, demotion or dismissal is being considered as a possible sanction to the stated improper conduct, inadequate performance or other cause; and
- C. A statement of the time within which the employee may choose to respond to the statement of cause and statement of discipline under consideration.

An employee who has been notified that suspension, reduction in pay, demotion or dismissal is under consideration must be given this notice at least two (2) twenty-four (24)-hour working days prior to the date of the due process meeting. Unless an extension is requested by the steward that will not exceed three (3) additional twenty-four (24)-hour working days to respond to the statements in the notice including providing mitigating evidence. The County and the Union may, by mutual agreement, extend the time to respond past the two (2) or five (5) days.

An employee may then be suspended, reduced in pay, demoted or dismissed if:

1. The employee has responded to the statements in the notice that suspension, reduction in pay, demotion or dismissal is under consideration and the employee's response has been received and reviewed by the appointing power; or

2. The employee has not responded to the statements in the notice within the time stated in the notice that suspension, reduction in pay, demotion or dismissal is under consideration.

Suspension, reduction in pay, demotion or dismissal shall be by written notice to the Local Union President, SEIU representative and the employee. Suspension, reduction in pay or dismissal may be effective upon delivery of notice of dismissal to the employee or upon any stated time thereafter. The department management or elected officials shall consult with the County Counsel and Human Resources Supervisor prior to the imposition of a suspension, reduction in pay, demotion or dismissal.

Section 4. Any employee who holds regular status in the classified service who has been the subject of a disciplinary action other than suspension, reduction in pay or dismissal, may appeal such action pursuant to Article 21, Grievance and Arbitration Procedure. Suspension, reduction in pay or dismissal shall be appealed directly to step two of the grievance procedure. The appeal must be filed no later than ten (10) working days after the effective date of suspension, reduction in pay or dismissal. Letters of reprimand and oral reprimands may be grieved up through Step Two and, with mutual agreement of the parties, can include mediation. If an employee later receives a more serious form of discipline, the arbitrator shall consider the merits of the reprimand in conjunction with the other discipline.

ARTICLE 21 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definition. A “grievance” is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours and conditions of employment. The complaint shall include, but is not limited to, the complaint of an employee, the Union, or the County, which involves the interpretation, application of or compliance with the provisions of this Agreement.

Section 2. Grievance Procedure – Steps.

Step 1 (Informal)

Any party who believes that his/her contractual rights have been violated shall discuss the grievance with the employee’s immediate supervisor and Shop Steward. Within thirty (30) working days of the date the grievant first learned of the grievance or reasonably may have been expected to have learned of it, he/she shall submit a written request for a meeting with the individual’s immediate supervisor. The written request shall include the employee’s name, date and a brief description of the dispute. The parties shall hold one or more meetings, to ascertain facts, investigate issues and, acting in good faith, attempt to resolve the dispute. The parties have ten (10) working days from the date of the written request to resolve the dispute, move to the next step, or request an extension/waiver of the timeline. Grievances arising from suspension, reduction in pay, or termination are subject to Article 21, Step 2.

Step 2 (Formal Grievance)

If the grievance has not been resolved in Step 1, the Union shall file a formal written grievance with the department head. The grievance shall be filed by a Union representative within forty (40) working days of the original written request for a step 1 meeting. Grievances arising from suspension, reduction in pay, or termination must be filed no later than ten (10) working days after the effective date of the suspension, reduction in pay, or termination. A copy of the grievance notice shall be sent to the Human Resources Supervisor. A formal County-initiated grievance shall be filed with the Board of Commissioners and the President of the Union.

A formal written grievance at Step 2 shall contain:

- A. The name and position of the aggrieved party by or on whose behalf the grievance is brought;
- B. The date of the circumstances giving rise to the grievance or the employee's knowledge thereof;
- C. A detailed statement of the grievance, including all relevant facts, which are necessary for a full and objective understanding of the parties' position. The statement shall also contain an explanation regarding what provisions of the contract have been violated;
- D. A statement of the remedy or relief sought by the party;
- E. The signature of the person submitting the grievance; and,
- F. The person's name and position, if other than the aggrieved employee.

The department head shall meet with the employee and his/her Union representative within ten (10) working days after receipt of the formal grievance in an effort to resolve the complaint. The department head or designee shall respond, in writing, to the grievance within ten (10) working days following the meeting. The written response shall include the decision and the reason for the decision. The parties may mutually agree to extend time limits in order to resolve the grievance.

Step 3

If the parties have not resolved the grievance after Step 2, either party may appeal the matter to arbitration, in writing, within twenty (20) working days of the day the written step 2 decision was due or received, whichever is earlier. Mediation may be used as an alternative to arbitration when mutually agreed upon by both the County and the Union.

If the parties fail to mutually select an arbitrator within thirty (30) working days of the Union's request to arbitrate, the Oregon Employment Relations Board shall be requested by either party or both parties to provide a panel of five (5) arbitrators. Both the County and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name. Then, the other party shall strike one (1) name. The process shall be repeated and the remaining person shall be the arbitrator.

The arbitrator shall not add to, subtract from, modify or alter the terms or provisions of this Agreement. The power of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated and to resolve the grievance within the terms of this Collective Bargaining Agreement. The decision of the arbitrator shall be binding on both parties. The arbitrator shall explicitly determine whether or not the terms of this Agreement have been violated. Arbitrability issues shall be resolved by the arbitrator, and the arbitrator is empowered to hear a case on its merits prior to ruling on arbitrability issues.

Costs of the arbitrator shall be borne equally by both parties. Each party shall be responsible for costs of presenting its own case to the arbitrator. Any or all time limits specified in the grievance procedure may be waived by mutual written consent of the parties.

Type of Grievance	Time to File	Step 1 (Informal)	Step 2	Step 3
Suspension, reduction in pay, or termination	Within ten (10) working days after the effective date of the discipline.		Department Head – Copy to Human Resources Supervisor – within ten (10) working days after receipt of the grievance.	Appeal to arbitration within twenty (20) working days of the Step 2 response.
Oral reprimand, written reprimand – see Article 20, Section 4	Within thirty (30) working days after the effective date of the discipline.	Immediate Supervisor – Written request for a meeting within thirty (30) working days. Parties have ten (10) working days to resolve the issue.	Department Head – Copy to Human Resources Supervisor – within forty (40) working days of the request for a Step 1 meeting.	May include mediation if mutually agreed by the parties (no arbitration).
All other grievances	Within thirty (30) working days after the violation.	Immediate Supervisor – Written request for a meeting within thirty (30) working days. Parties have ten (10) working days to resolve the issue.	Department Head – Copy to Human Resources Supervisor – within forty (40) working days of the request for a Step 1 meeting.	Appeal to arbitration within twenty (20) working days of the Step 2 response.

ARTICLE 22 – PERSONNEL RECORDS

Section 1. Human Resources shall maintain a personnel record of each employee in County service. This record shall be the official record of the County and shall contain copies of all official reports, memos, letters, personnel actions, etc., relating to the employee’s performance and employment status.

Section 2. An employee may inspect the contents of the employee's personnel record, except for ongoing investigations and confidential reports from previous employers, in the Human Resources office upon the employee's oral request to do so. An employee may also inspect the contents of any supervisory files maintained on the employee. An employee's official representative, with the permission of the employee, may inspect all records pertaining to the employee except ongoing investigations and confidential reports from previous employers.

Section 3. No information reflecting critically upon an employee shall be placed in the employee's personnel record maintained in the Human Resources office that does not bear the signature of the employee or notation that the employee has been provided a copy of the material and refuses to sign and the following disclaimer:

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

Section 4. If an employee believes that there is material in the employee's personnel record which is incorrect or derogatory, the employee shall be entitled to prepare, in writing, an explanation or opinion regarding the particular material, and this shall be included as part of the personnel record. If the employee believes that such specific information should be removed entirely from the files, the employee may petition for such consideration to the Human Resources Manager.

Section 5. Letters of caution, consultation, warning, admonishment and reprimand shall not be used in any subsequent evaluation or disciplinary proceeding involving the employee, three (3) years after they have been placed in the records, unless there have been recurrences of a similar nature. After the three (3) year period and in the absence of a recurrence of a similar infraction, such letters shall then be removed from the employee's personnel record and supervisory files at the written request of the employee.

ARTICLE 23 – RECLASSIFICATION PROCEDURE

Section 1. Any employee may submit a request for a change in the classification of a position to the Human Resource Manager for a review and recommendation. Whenever the Human Resource Manager finds that the duties are such that the current allocation of a position is no longer correct, the Human Resource Manager shall prepare a report recommending a change to the appropriate classification.

Section 2. When the County initiates a reclassification, the employee shall be given full opportunity to participate in the review process prior to a decision being made.

Section 3. Disagreement between an employee and the Human Resource Manager relative to the allocation of a new position or the reclassification of an existing position may be appealed to the Personnel Officer within ten (10) calendar days of the date the report is issued. The appeal to the Personnel Officer shall be in writing and contain specific information as to why the appellant believes the

staff report is in error or incomplete. The Personnel Officer shall investigate the matter and render a decision in writing.

The decision of the Personnel Officer may be appealed within ten (10) calendar days to the Board of Commissioners. The Board of Commissioners may affirm the Personnel Officer's decision, remand it back to the Personnel Officer for further review, or conduct a hearing on the appeal. The Board of Commissioners shall give at least three (3) days prior notice to the interested parties. Following the hearing, the Board of Commissioners shall render its decision, which shall be final.

Section 4. If an employee is reclassified to a position with a lower pay range, the employee's pay rate may remain the same if it is within the pay range of the lower classification. The County will move the employee to the lower pay range at the existing rate of pay. If this move places the employee between steps, the County will place the employee on the next higher step.

If the employee's current pay rate is not within the lower pay range, the reduction in wages shall not occur until one (1) year after the effective date of the reclassification. If the reduction is more than one (1) pay range, the decrease will occur incrementally not to exceed three (3) years. Incremental decreases will occur annually beginning one (1) year from the effective date of the reclassification. At the end of the third (3rd) year the employee's rate of pay will be adjusted downward to the lower pay range. The pay range adjustments will be aligned with the beginning of the pay period closest to the anniversary of the effective date of the reclassification that does not negatively impact the employee.

Section 5. In the event that an employee's position is reclassified upward, the employee will not be required to serve a trial service period if they have been performing the higher-level duties for at least six (6) months. If the employee has not been performing the higher-level duties for at least six (6) months, they will be required to serve a six (6)-month trial service period. Employees who fail their trial service periods, will be laid off and treated as laid-off employees subject to recall to the former classification for which they attained regular status or priority placement as laid-off employees.

Section 6. Copies of the Personnel Findings and Recommendations Report related to proposed changes of job classifications or proposed new job classifications will be sent to the Union President and the Union Organizer.

ARTICLE 24 – LAYOFF

Section 1. Layoff. A layoff is defined as any separation from County service not for cause and not reflecting discredit upon the employee. Layoffs may be for shortage of funds, abolishment of positions, inability to perform essential job functions, or other reasons as determined by the County.

Section 2. Notice of Layoff. Employees, who are to be laid off, shall receive notice thirty (30) days prior to the effective date of layoff. A copy of the notice will be sent to the Union.

Section 3. Seniority Credit.

- A. Seniority – One (1) point per continuous month of County Service.
- B. Seniority credits shall be computed from the most recent date of hire into County service. If an employee has been employed by the County more than once, only the most recent date of hire will be used in the calculation of service credits.
- C. In the event that two (2) persons have the same seniority credit, then the date of employment with the County shall be used to determine the order of layoff with the latest employees laid off first. If a tie still exists after reviewing the dates of employment, the department head shall determine the order of layoff.

Section 4. Layoff Procedure.

- A. The County or the affected department, prior to layoff, shall notify the Union thirty (30) days prior to the effective date of layoff. The County shall include in this notice any employees to be exempted from layoff and a listing of seniority credit points for the employees in the affected department and classification.
- B. For purposes of layoff, full-time and part-time positions shall be treated separately.
- C. The County shall determine the specific exempted employees and these shall be any employee in the affected classification and department with a specific skill, certification, license designated in the employee's essential job functions which cannot be obtained or fulfilled by another employee within a ninety (90)-day period. Only positions that are essential for the operation of the department are eligible for exemption. However, the County will not exercise this option when an employee in the classification and department, who is more senior has been previously exempted by the County from holding a particular certification or license.
- D. The County shall determine the number of positions in the affected department and classification to be laid off. Excluding exempted positions, the employees with the lowest seniority credits shall be given notice and laid off. The County shall notify the Union sixty (60) days prior to any layoff of the exempted positions in the classification and department. Any dispute over the designated positions shall be submitted to an expedited arbitration process.
- E. Temporary employees working in the classification in which a layoff occurs shall be terminated prior to the layoff of trial service or regular employees.
- F. Interruption of Employment. Employees who leave County service for military service and return to their position within six (6) months after receiving an honorable discharge, shall receive full longevity credit for such military service. Any employee whose continuous service is interrupted by loss of time due to a job injury shall be accorded continuous service credit for the duration of

the time between the expiration of the employee's accumulated leave and the date of the employee's return to work. Seniority credit shall also be accumulated by employees while on authorized leaves of absence.

- G. Restoration of Seniority Credit. Any regular or trial service employee, who has been laid off and subsequently returns to County employment in accordance with the recall rights of laid off employees, shall regain previously accrued seniority credits.
- H. Loss of Service. Any employee with regular or trial service status who separates from County service for reasons other than a layoff and subsequently returns to County employment shall not regain previously accrued seniority credit if the break in service is for more than ninety (90) calendar days.

Section 5. Recall. Employees, who have been laid off, shall be recalled to vacancies in the classification and department from which they were laid off. Employees shall be recalled by their department in order of seniority credits, by classification, beginning with the employee with the greatest number of seniority credits. Employees who are laid off shall have the right of recall to vacancies in the classification. Such eligibility shall continue for one (1) year from the date of layoff. Employees shall be notified of vacancies for which they are eligible for recall by mail at their address of record.

Section 6. Other Employment Options. Any laid-off employee shall be eligible to receive priority placement to a vacancy in another department provided he/she responds to a notice of vacancy by contacting the Human Resources Division in writing prior to the closing date. The employee must complete a job application in order for the County to verify that the employee is qualified for the position.

If the County determines that the employee meets both the minimum requirements for the classification and the specific qualifications for the position, as determined by the department head, the department shall offer the position to the employee. In the event that more than one employee is under consideration, the department shall select the employee they feel is most qualified.

The department shall have a trial period not less than two (2) weeks or more than six (6) weeks to determine if the employee meets the specific requirements of the job. If the department determines the employee is not performing the requirements of the job, the employee will be given notice of his/her performance deficiencies at least two (2) weeks prior to the expiration of the trial period. If, after receiving the notice, the employee is still not meeting department standards, the department may terminate employment provided reasons for the termination are in writing and are based on reasonable performance standards.

The decision to reject appointment based on not meeting the specific performance related qualifications is not subject to the grievance procedure.

Employees who do not meet the specific requirements of a position and are removed during the trial period shall be returned to their original department layoff list.

Section 7. Notice of Recruitments. Employees who have been laid off will receive notice of MCEA-represented positions opening for open competitive recruitment that are the same or lesser pay range from the classification they held at the time of layoff. These notices will be sent to the employee's last known address for up to two (2) years from the date of layoff.

ARTICLE 25 – FILLING OF VACANCIES

Section 1. Vacancies that are to be filled shall be posted on bulletin boards and by electronic mail in each County department for at least five (5) working days prior to filling.

Section 2. Employees desiring the posted position shall submit an application to Human Resources.

Section 3. Any employee who makes application, shall be placed on any open list providing he/she meets the requirements.

Section 4. Any employee who interviews for a vacant position and who requests in writing the reasons he/she was not selected, shall receive from the appointing authority a written response within ten (10) working days of receipt of the request.

Section 5. The County agrees to review recruitment procedures with the Union and modify them, if necessary, to improve the opportunities for employees to be considered for internal appointments and/or promotions, including the opportunity to be interviewed.

Section 6. Part-time and temporary employees may apply for full-time, regular positions on the County's internal recruitments.

ARTICLE 26 – TRIAL SERVICE PERIOD

Section 1. All definitions contained in the Marion County Personnel Rules shall apply to this Agreement unless otherwise covered by the terms of this Agreement.

Trial service begins on the date of hire and ends six (6) continuous months from the date of hire. Example: Trial service for an employee hired on January 15th expires the end of the workday on July 15th.

Section 2. New employees shall serve a trial service period of at least six (6) continuous months. The trial service period may be extended with the recommendation of the appointing authority, the Personnel Officer and the Union President for a period not to exceed twelve (12) continuous months.

Section 3. A regular or trial service employee, who is selected as an internal appointment or who promotes, must serve a new trial service period. A trial service employee must complete the trial service period before attaining regular status.

Section 4. A trial service employee serving as a result of a promotion, who fails to qualify in the new position for reasons other than misconduct, and who was a regular employee before the promotion, shall be reinstated to the employee's former position unless that position no longer exists or is no longer vacant. Employees who fail their trial service period will be laid off and treated as laid-off employees subject to recall to the former classification for which they attained regular status or priority placement as laid-off employees.

Section 5. Removal During Trial Service Period. An appointing authority may dismiss an employee at any time during an employee's trial service period if, in the opinion of the appointing authority, the employee is unable or unwilling to satisfactorily perform the job duties or if the employee's work habits, conduct and dependability do not merit continuance in County service. Prior to dismissing an employee, the appointing authority will consult with Human Resources.

Section 6. Prior to completion of an employee's trial service period, Human Resources will request the appointing power to report whether the employee's performance was satisfactory or unsatisfactory. The reply will be returned to Human Resources not less than ten (10) days prior to the end of the trial service period. If the reply is satisfactory, the employee shall be deemed to have satisfactorily completed the trial service period and thereby be accorded regular status in classified service. A notification of unsatisfactory service ordinarily shall be accompanied with notice of termination. Prior to completion of an employee's trial service period, the appointing authority will evaluate the employee's job performance. The evaluation will be submitted to Human Resources not less than ten (10) days prior to the end of the trial service period.

If the employee's performance is unsatisfactory, the appointing authority shall either work with the Union President and Human Resources Supervisor to extend the employee's trial service, or will dismiss the employee.

ARTICLE 27 – EFFECT OF LAW AND RULES

Section 1. This Agreement is subject to all existing and future laws of the State of Oregon.

Section 2. The parties shall be provided all of the rights and benefits extended by the Personnel Rules in all matters which are not addressed in this Agreement. Any violation of this Section shall be addressed through the grievance procedure.

ARTICLE 28 – SCOPE OF AGREEMENT

This document constitutes the sole and complete Agreement between the Union and the County and embodies all the terms and conditions governing the employment of employees in the bargaining unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, which is or may be subject to negotiation. Any prior written or unwritten commitment or agreement between the County and the Union or any individual employee covered by this Agreement is hereby superseded by the terms of this Agreement.

ARTICLE 29 – SAVINGS CLAUSE

Should any of the provisions of this Agreement be found by a court of competent jurisdiction to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 30 – NOTICES

Section 1. Prior to planned adoption, the County shall provide to the Union President and Organizer a copy of any new or proposed modification to an existing rule, policy, and/or procedural statement which directly relates to employment relations matters for the purpose of soliciting written comments or discussion.

Section 2. The Union shall have the opportunity to request a meeting of the Labor-Management Committee for the purpose of providing comment or seeking clarification of the intent of the proposed new or modified rule, policy, and/or procedural statement.

Section 3. The parties agree that the demand to bargain period required under ORS Chapter 243 shall be waived for the time needed to conclude or reach impasse at the Labor-Management Committee meeting. This Article nor any other provision of this Agreement shall not constitute a waiver of the Union or the County's rights pursuant to ORS Chapter 243, to bargain on new rules, policies, and procedures and/or changes in current rules, policies, and procedures that are mandatory subjects of negotiations. The County agrees not to raise timeliness defenses to those issues brought by the Union to the Labor-Management Committee for comment or clarification pursuant to the terms of this Article.

ARTICLE 31 – JOB SHARING

Section 1. Any employee who wishes to work in a job share position may make such a request to the department head. The department head may approve or deny the request based upon the operating

requirements of the department. No current employee shall be forced to participate in a job sharing position if participation results in a loss of pay or benefits.

Section 2. Job share employees shall each work fifty-percent (50%) of the regular full-time position. Each employee shall be eligible to receive one-half (1/2) of the benefits for County-provided medical and dental insurance pursuant to Article 10 – Health and Welfare of this Agreement. Each job share employee shall pay, through payroll deduction, one-half (1/2) of the cost of the remaining insurance premiums. If either employee declines the County-provided medical or dental insurance, the other employee may choose to receive the full benefit of medical and dental insurance pursuant to Article 10 – Health and Welfare of this Agreement. However, each employee may change his/her decision concerning insurance coverage during the open enrollment period.

Section 3. All other benefits shall be prorated in accordance with present practice, provided the total cost to Marion County paid to the job share employees never exceeds one (1) full-time position, including all benefits.

Section 4. When a vacancy occurs in the job share position, the medical/dental insurance benefits shall be distributed equally fifty-percent/fifty-percent (50%/50%) unless the employees agree to a different distribution under Section 2 above.

ARTICLE 32 – CONTRACTING OUT

Section 1. Definition. “Contracting out” is defined as follows: Entering into an agreement/contract with the private sector or public agency to provide a service previously performed by bargaining unit employees. The term “contracting out” does not include the refusal of the Board of Commissioners to provide a service and/or the refusal of the Board of Commissioners to accept local, state or federal funds to provide a service previously performed by bargaining unit employees.

Section 2. The Union recognizes that the County has the management right to decide to contract out bargaining unit work to the private or public sector. Such decisions shall, however, be made only after the affected department has conducted a formal feasibility study determining the potential cost and other benefits which would result from contracting out. The County agrees to notify the Union within five (5) business days of its decision to conduct a formal feasibility study indicating the job classifications and the work areas affected. The County shall provide the Union with no less than thirty (30) calendar days notice that it intends to contract out bargaining unit work. The notification by the County to the Union of the results of the feasibility study will include all pertinent information, bids and other data upon which the County based the decision to contract out the work including, but not limited to, the total cost savings the County anticipates.

The County and the Union shall meet within five (5) working days of the delivery by the County to the Union of all pertinent information upon which the County based the decision to contract out. The Union shall have thirty (30) days to submit an alternative proposal. No contract will be awarded pending the

timely receipt of the Union's proposal. If the Union's proposal would result in providing quality and savings equal to or greater than that identified in the management plan, the parties shall agree in writing to implement the Union proposal.

Should any full-time bargaining unit member be laid off or displaced as a result of contracting out, the County and the Union shall meet to discuss the effect on the individual(s). The County's obligation to discuss the effect of such contracting out does not obligate it to secure the agreement of the Union or to exhaust the dispute resolution procedure in this Agreement or under the Public Employee Collective Bargaining Act set forth in ORS 243.650 through ORS 243.782 concerning the decision or the impact of the contracting out.

Section 3. Prior to following the regular recruitment and selection process, employees displaced by contracting out shall be placed in positions within County service for which they are qualified as the positions become available. However, such placement shall not take precedence over placement of other employees through recall from layoff, return from on-the-job injury status, promotions or internal appointments. If there are multiple displaced workers qualified for a position, the department head or appointing authority shall select the most qualified applicant.

ARTICLE 33 – LIFE OF AGREEMENT AND TERMINATION

Section 1. This Agreement shall be in full force and effect through June 30, 2012. If either party wishes to renew or modify the Agreement as of July 1, 2012, notification of such renewal or modification must be submitted in writing by December 1, 2011. Negotiations shall begin in December 2011 at a time convenient for both parties.

Section 2. This Agreement shall remain in full force and effect during the period of negotiations except that if a new Agreement is not reached by July 1, 2012, the Agreement may be terminated by giving the other party at least thirty (30) days written notice of its intent to terminate the Agreement. This Agreement may be terminated at any time by mutual agreement of the parties.

Section 3. Any letters of agreement must be signed by the Chief Administrative Officer, the appropriate elected official or department head, the Personnel Officer, and the designated representatives of the Union to be valid. Such letters of agreement shall be attached and made part of the labor agreement. Any letters of agreement not mutually renewed prior to adoption of this Agreement or reached as a result of the process noted above shall become void and invalid.

ARTICLE 34 – TEMPORARY EMPLOYEES

Section 1. Definitions.

- A. Temporary Employee is a person who is employed by Marion County in a non-budgeted position to perform the following services:
 - 1. Seasonal or on-call relief;
 - 2. Filling a vacancy in a budgeted position due to:
 - a. Sick leave, parental leave, vacation leave, military leave, or
 - b. Shift work, injury or during recruitment.
 - 3. Special projects and extra work of limited duration.
- B. Temporary employment is distinguished from regular, part-time employment in that regular, part-time employment relates to a budgeted position for which there are some benefits. Interns, practicum and work study students are not temporary employees provided the interns, practicum and work study students are paid by the schools or are otherwise not covered by the terms of this Agreement.
- C. Temporary work is defined as that which is limited to nine hundred seventy five (975) hours based upon a thirty seven and one-half (37.5)-hour workweek or one thousand forty (1,040) hours based upon a forty (40)-hour workweek within a fiscal year.

Section 2. Policy. No temporary employee can perform temporary work for more than nine hundred seventy-five (975) hours or one thousand forty (1,040) hours in a fiscal year (July 1 – June 30). A temporary employee may work more than twelve (12) months provided they do not exceed their yearly allocation of hours and they comply with the definitions set forth above. Once the temporary employee has performed temporary work for nine hundred seventy five (975) hours or one thousand forty (1,040) hours in a fiscal year, the temporary employee shall be terminated and the County will not hire another temporary employee for the same duties in the same fiscal year unless the department is granted an extension by the Labor-Management Committee or the department has requested and the County has approved a budgeted position.

Employees may fill both regular, part-time positions and temporary positions in two (2) or more departments provided they do not work more than nine hundred seventy five (975) or one thousand forty (1,040) hours in a fiscal year.

Section 3. Extension Procedure. The Labor-Management Committee's approval is required for extensions. Requests must be made thirty (30) days prior to reaching the nine hundred seventy five (975) or one thousand forty (1,040) -hour deadlines. Any extension granted by the Labor-Management Committee will result in the employee continuing their employment as a temporary employee doing temporary work.

ARTICLE 35 – DRUG AND ALCOHOL USE AND TESTING

Section 1. The Union and the County agree that the terms and conditions of federal regulations as applied to employees under CDL and Coast Guard licensing will continue to apply for drug testing and random drug testing.

Section 2. The Union agrees to the reasonable suspicion testing as outlined in the County's Drug and Alcohol Use and Testing policy.

- A. Supervisors will advise employees that they may request a steward be present as an observer during the testing process if a steward is available and can be present without delay to the testing process.
- B. If an employee believes a manager may be impaired due to drugs or alcohol, the employee may report their observations to the Human Resources Division. Human Resources staff will determine if the manager's condition satisfies the reasonable suspicion criteria for testing. No employee shall be subject to discipline or retribution for reporting a supervisor unless the County can prove the claim was made without merit or in bad faith by the employee.
- C. Any regular employee disqualified for employment due to failure to pass a pre-employment drug test may be subject to discipline in accordance with Article 20 of the Collective Bargaining Agreement. Imposition of discipline will be determined on a case-by-case basis.

Section 3. The County agrees to the following declaration of intent as to the application of that policy to the Union and its members:

- A. The County agrees that managers will be held to the same standards and conditions under the Drug Free Workplace policy as they apply to represented employees.
- B. Employees will be required to advise their supervisor if they reasonably believe that a prescription or non-prescription drug could impair their ability to perform their essential job functions.
- C. Employees are not required to tell their supervisor the prescription or non-prescription drug or the condition causing the use of the prescription or non-prescription drug only the effect of the prescription or non-prescription drug that may impair the employee's ability to perform their essential job functions.
- D. The County will offer the same training to Union stewards and officers as provided to managers in the implementation and application of the Drug and Alcohol Use and Testing policy.
- E. The Union or individual employees may grieve if they believe that they were tested without reasonable suspicion and/or without cause.

- F. Any last chance agreement applied as a result of the Drug and Alcohol Use and Testing shall only be valid if negotiated and agreed to and signed by the County, the Union, and the employee.

IN WITNESS WHEREOF, the parties hereto have set their hand this 4th day of August 2010.

FOR THE UNION

By: Rich Peppers
Rich Peppers, Executive Director
SEIU Local 503, OPEU

By: Joe Schaeffer
Joe Schaeffer, Organizer
SEIU Local 503, OPEU

By: Van Khieu
Van Khieu, MCEA President

By: Tim Sing
Tim Sing, MCEA Vice President

By: Stacey Harp
Stacey Harp, MCEA Treasurer

By: Mark Terrill
Mark Terrill, MCEA Immediate Past President

By: Gary Wolf
Gary Wolf, MCEA Member-at-Large

By: Kim Bradford
Kim Bradford, MCEA Member-at-Large

By: John Crouch
John Crouch, MCEA Member-at-Large

By: Maryjean Rose
Maryjean Rose, MCEA Member-at-Large

By: Diana Mitzel
Diana Mitzel, MCEA Member

By: Jan Cotton
Jan Cotton, MCEA Member

By: Sue Smith
Sue Smith, MCEA Member

FOR MARION COUNTY

By: Janet Carlson
Janet Carlson, Chair

By: Sam Brentano
Sam Brentano, Commissioner

By: Patti Milne
Patti Milne, Commissioner

By: John Lattimer
John Lattimer,
Chief Administrative Officer

By: Pat Donenfeld
Pat Donenfeld,
Human Resources Supervisor