

COLLECTIVE BARGAINING AGREEMENT

BETWEEN
COOS COUNTY

AND

TEAMSTERS LOCAL #206
SOLID WASTE DEPARTMENT

JULY 1, 2021 – JUNE 30, 2024

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 – RECOGNITION	1
ARTICLE 2 – MANAGEMENT RIGHTS	1
ARTICLE 3- UNION SECURITY AND CHECK OFF	2
ARTICLE 4 – SHOP STEWARDS	3
ARTICLE 5 – HOURS OF WORK.....	3
ARTICLE 6 – HOLIDAYS	4
ARTICLE 7 – SICK LEAVE	5
ARTICLE 8 – VACATION.....	6
ARTICLE 9 – OTHER LEAVE	8
ARTICLE 10 – HEALTH AND LIFE INSURANCE.....	10
ARTICLE 11 – WAGES	12
ARTICLE 12 – SENIORITY.....	15
ARTICLE 13 – DISCIPLINE AND DISCHARGE	17
ARTICLE 14- SETTLEMENT OF DISPUTES.....	17
ARTICLE 15 – SAVINGS CLAUSE.....	20
ARTICLE 16 – GENERAL PROVISIONS	20
ARTICLE 17 – DURATION AND TERMINATION	22
EXHIBIT “A” – WAGE CLASSIFICATION AND LONGEVITY SCALE	24
EXHIBIT “B” – USES FOR SICK LEAVE.....	25

PREAMBLE

This Agreement is entered into by Coos County, a political subdivision of the State of Oregon, hereinafter referred to as the County, and Teamster Local Number 206, hereinafter referred to as the Union.

This document represents the full Agreement between the County and the Union. The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment.

ARTICLE 1 – RECOGNITION

The County recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all full time and part time employees in the County's Solid Waste Department excluding guards, office clerical, and supervisory personnel as defined by the Employment Relations Board of the State of Oregon, and extra employees (part time working less than 600 hours per year).

ARTICLE 2 – MANAGEMENT RIGHTS

It is recognized that, except as expressly provided in this agreement, the County shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Department in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the Departments; to determine the methods, means, organizations and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other reasons; to make and enforce rules and regulations; to change or eliminate existing practices, equipment or facilities; and to subcontract.

To the extent that management exercises any of its rights above which results in the closure, sale, or transfer of the Solid Waste Facility, the County agrees to the following:

1. The County and the Union shall provide each other with any and all information as may be required by PECBA.
2. To the extent required by PECBA, bargain in good faith over the effects of managements decisions as provided under the expedited bargaining process under PECBA (ORS 243.698).

ARTICLE 3- UNION SECURITY AND CHECK OFF

Section 1. No member of the bargaining unit shall be required to become or remain a member of the Union as a condition of employment. Each member shall have the right to freely join or decline to join the Union. Each Union member shall have the right to freely retain or discontinue membership. No employee shall be discriminated against on account of membership or non-membership in the Union or Association.

Section 2. Union dues and initiation fees and any other existing payroll deductions shall be deducted from the wages of members in the bargaining unit when authorized as provided herein.

Section 3. Any authorization for payroll deductions may be made by a member of the bargaining unit upon written notice to the County and the Union prior to the 15th day of any month to be effective on the first day of the following month. Any revocation to an authorization must be pursuant to the terms of the authorization.

Section 4. Upon receipt of authorization of payroll deductions from an employee within the bargaining unit, the County shall begin deducting Union dues and initiation fees and any other payroll deductions for the next pay period and shall continue to make the regular deductions. The aggregate deductions of all employees shall be remitted together with an itemized statement to the Secretary-Treasurer of the Union no later than the 15th of the month following the month for which the deductions were withheld. The Union agrees to refund to the County any amount paid to it in error.

Section 5. The County will notify the Union of all new hires in classifications in the bargaining unit within one week after their having been employed, furnishing the Union with the new employee's name, social security number, mailing address and classification.

Section 6. If the County acts in compliance with the provisions of this Article, the Union will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County as a result of the County's enforcement of this Article.

ARTICLE 4 – SHOP STEWARDS

The Union may designate stewards from among the employees. The authority of the stewards shall be to investigate grievances and to transmit information to the Union and to the employees. Stewards have no authority to settle grievances, take strike action or call a work stoppage. Stewards shall not be deemed to be agents of the Union. The Union shall notify the Solid Waste Management and County Personnel Officer of whom is designated as a steward.

ARTICLE 5 – HOURS OF WORK

Section 1. Application. This Article is intended to define the hours of work per day and per week in effect at the time of execution of this Agreement.

Section 2. Work Week. Each full time employee's normal work week shall consist of not more than five (5) consecutive days of work followed by two (2) days off. The work week shall not exceed forty (40) hours.

Section 3. Work Day. The normal work day for employees shall consist of not more than 8 hours of work each day.

All employees shall receive a minimum of a 30 minute unpaid lunch break.

Section 4. Work Schedules. The shifts, work days and hours to which employees are assigned shall be posted monthly on the departmental bulletin board. In the event of an emergency the County may depart from the normal work schedule as determined by the Solid Waste Management or their designee. In addition, the Start/Quit times above may be changed at any time by mutual agreement between the affected parties.

Section 5. When possible the County shall provide "In Service Training" for employees during their normal work day, as part of a Skills Enhancement Program.

ARTICLE 6 – HOLIDAYS

Section 1. Holidays. The following days shall be recognized and observed as paid holidays.

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day before Christmas Day
Christmas Day	Independence Day
Day after Thanksgiving Day	

In addition to the above listed holidays, effective after completion of 1 year of County service, two floating holidays shall be granted to each employee on July 1 of each fiscal year. One additional floating holiday effective after completion of 15 years of County service. The floating holidays shall not be cumulative and shall not be paid to employees in addition to wages if not used; floating holidays not used by June 30 of the fiscal year in which they were granted shall extinguish automatically. The Solid Waste Management and employee shall schedule a mutually convenient time to take the floating holidays so as not to interrupt the efficient operation of the disposal site.

Section 2. Holiday Pay. Regular full-time employees will be paid for eight (8) hours of holiday pay for each of the holidays listed in Section 1 at their regular rate of pay. In order to be eligible for holiday pay, an employee must work the scheduled day before and the scheduled day after

such holiday or be on approved leave, and have worked or been on paid leave no less than eighty (80) hours in the calendar month of the holiday. The employee shall be paid for holiday pay when on paid leave, provided that the employee returns to work at the end of such leave. Paid holidays for regular part time employees shall be prorated in such a manner that the holiday time given to part time employees will be proportional to holiday time given a full time employee for the month in which the holiday falls. In determining the amount of holiday pay to be received, full time employees will be considered to work 173.33 hours per month, and regular part time employees a fractional portion thereof.

Section 3. Weekend Holidays. If a holiday shall fall on an employee's scheduled day off, whenever possible, the nearest succeeding or preceding work day shall be observed as the holiday. If the County is unable to schedule the holiday in this manner, then it shall be observed on a day as determined by the County.

Section 4. Holiday During Leave. Should an employee be on authorized sick leave or vacation when a holiday occurs, the holiday shall not be charged against leave or vacation.

Section 5. Holiday Work. If an employee works on a holiday listed above, he or she shall be paid or granted compensatory time;

- (a) For the first eight (8) hours worked, time and one half for all hours worked in addition to eight hours holiday pay;
- (b) For all hours in excess of eight (8) hours worked, double time for all hours worked in addition to eight hours holiday pay.

ARTICLE 7 – SICK LEAVE

Section 1. Accrual. Employees shall accrue sick leave at the regular rates of pay, and at the rate of eight (8) hours per month. It is understood that sick leave is a benefit granted employees for use in the event of conditions covered in Section 3 of "Sick Leave" for employees or members of their families. The employee shall accrue sick leave when on paid leave, provided that the

employee returns to work at the end of such leave. Sick leave shall be prorated for regular part time employees.

Section 2. Maximum Accrual and Payment. Employees may accumulate sick leave up to a maximum of 120 working days or 960 hours. No compensation for accrued sick leave shall be provided for any employee for any other purpose, except as provided herein. Sick leave shall not be accrued during an unpaid leave of absence of more than two consecutive weeks.

Section 3. Use of Sick Leave. Sick leave may be used for any circumstance permitted under Oregon's Sick Time Law, as amended, as set forth in Exhibit B to this agreement. The employee shall notify the Solid Waste Management no later than two (2) hours before his or her regular scheduled shift that he or she shall be using sick leave. The Solid Waste Management shall be notified at least forty-eight (48) hours in advance of scheduled medical and dental check-ups. Additional medical verification and/or requirements may apply where the employee is subject to the provisions of the OFLA/FMLA.

Section 4. Separation. Employees separated from employment for (other reasons than dismissals for cause), after satisfactorily completing six (6) months of employment shall be paid either 25% of their accrued sick leave with the remainder reported to PERS or have 100% of their accrued sick leave reported to PERS to be applied toward their retirement, at the option of the employee.

Section 5. Definition of "Family Member of Employee." For the purpose of this Article, the term "Family Member of the employee" shall have the same meaning as set forth in Article 9, section 5 of this agreement.

ARTICLE 8 – VACATION

Section 1. Accrual of Vacation Time. In order to be eligible for vacation accrual, an employee must have worked or been on paid leave no less than eighty (80) hours in the month. Vacation leave shall be credited according to the following schedule:

- (a) Less than five (5) continuous full years' service, eight (8) hours paid vacation leave for each month of service cumulative to a maximum of one hundred ninety-two (192) hours.
- (b) Five (5) continuous years, but less than ten (10) continuous years of service, ten (10) hours for each month of service cumulative to maximum of two-hundred forty (240) hours.
- (c) Ten (10) continuous years, but less than fifteen (15) continuous years of service, twelve (12) hours for each month of service cumulative to a maximum of two-hundred eighty-eight (288) hours.
- (d) Fifteen (15) or more continuous years' service, but less than twenty (20) continuous years of service, fourteen (14) hours for each month of service, cumulative to a maximum of three hundred thirty-six (336) hours.
- (e) (e) Twenty (20) continuous years or more, sixteen (16) hours paid vacation leave for each month of service, cumulative to a maximum of three hundred eighty-four (384) hours.
- (f) Employees shall not accumulate vacation in excess of the amounts indicated in paragraphs a, b, c, d and e.

Employee's are eligible for vacation after six (6) months of initial employment with the department. Employees shall be compensated for accrued vacation leave at their regular rates of pay, including shift differentials for their regularly scheduled days.

Section 2. Part Time Employees. Regular part time employees shall accumulate vacation leave on a prorata basis.

Section 3. Vacation Scheduling. Employees shall take vacation leave at the time scheduled, and may request specific vacation periods. Such vacation schedules may be amended by the County to meet work emergencies as determined by the Solid Waste Management or their designee.

Section 4. Accumulation of Vacation Time. County employees may accumulate a maximum of vacation leave up to twice their annual accrual rate. Employees who might lose accumulated

leave because of accrual limitations may request to take vacation time to prevent loss of such earned credits. Earned and unused vacation time exceeding the maximum allowed shall be forfeited except that vacation time exceeding the maximum amount to be accrued shall not be forfeited whenever, as a result of a requirement of the Solid Waste Management, such time cannot be taken. In such cases, those employees over their maximum accrual shall have six (6) months to take vacation.

Section 5. Leave of Absence. Employees shall not accrue vacation credits during an unpaid leave of absence of more than two (2) consecutive weeks.

Section 6. Required Vacation. County employees shall be required to take vacation leave at the annual minimum rate of five (5) working days. Employees shall have the option of choosing between consecutive or split vacation periods.

Section 7. Termination. Employees separated from County employment who have served the required six (6) months shall be entitled to cash compensation for accrued vacation leave. Employees leaving County service during the initial six (6) months of their employment shall not be entitled to any compensation for accrued vacation leave.

In case of death, compensation for accrued vacation leave shall be paid in the same manner that salary due to the decedent is paid.

ARTICLE 9 – OTHER LEAVE

Section 1. Leave of Absence. After an employee has exhausted all accrued paid leaves, a leave of absence without pay for a limited period not to exceed six (6) months may be granted by the Solid Waste Management or the Board of Commissioners. Such leaves shall not be approved for any employee who is accepting other employment, except as otherwise provided in this article. Employees on an unpaid leave of absence for over two (2) weeks may retain health, life and benefit insurance coverage by paying the cost of the monthly premium. Such payments shall be

received by the Accounting Department by the 20th of the month prior to the month for which the employees desired coverage or the employees coverage shall be canceled.

Section 2. Jury Duty; Miscellaneous Duties. An employee shall be granted a leave of absence with pay for:

- (a) Service on one (1) jury term in any consecutive twenty-four (24) calendar month period, provided that the salary paid to the employee for the period of absence shall be reduced by the amount of money received as statutory juror's fees, not including amounts received as expenses which are authorized by statute. For any period during the term of the jury when the Employee has been excused by the court from service as a juror, the Employee will report immediately to his or her immediate supervisor and shall be considered available for working during that period.
- (b) Attendance in court in connection with an employee's officially assigned duties, including the time going to the court and returning to his headquarters; provided that the salary paid to him shall be reduced by an amount equal to any compensation he may receive as statutory or expert witness fees not including amounts received as expenses which are authorized by statute.
- (c) Other authorized duties in connection with County business.
- (d) Regular salary shall be allowed to those employees who are unable to report for their regular duties because of natural disasters beyond their control; or because they are needed to work for the safety of their family or to prevent property damage; or to help with rescue work to save life and property; said policy to be effective only when the Board of County Commissioners has determined that an actual emergency exists, and upon approval of the employee's department head.

Section 3. Military Leave. Military leave shall be granted as required by Oregon Revised Statutes and federal law.

Section 4. Other Paid Leaves. National Guard, Peace Corps, other applicable armed services leave, and VISTA leave shall be granted in accordance with Oregon Revised Statutes and federal law.

Section 5. Bereavement Leave. In the event of a death of a family member in his or her immediate family, an employee shall be entitled to up to three (3) paid working days for bereavement leave. The leave may be extended up to five (5) total days if the death occurs outside the State and the employee does in fact travel outside the State of Oregon to attend the funeral. It shall be the duty of the employee to notify the Solid Waste Management of a pending absence and its approximate duration. If other leave is used to supplement the leave authorized by this Section, the Solid Waste Management shall be informed. For the purpose of this Section, an employee's immediate family means husband, wife, same-sex domestic partner, son, daughter, mother,(whether biological, adoptive or foster), father, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, grandparent, grandchild, uncle, aunt, nephew, niece, stepparent or stepchild of the individual, unless otherwise provided by law. Paid sick leave may also be used for bereavement leave. Unpaid bereavement leave under OFLA may also be used if taken within sixty (60) days of notice to the employee of the death of the family member. The Solid Waste Management retains discretion to extend bereavement leave for an additional period of time or for individuals outside the employee's immediate family as defined herein.

Section 6. Family Medical Leave. Family Medical leave of absence shall be as required by relevant State and Federal statutes and County Personnel Policies and Procedures. An employee must use accrued sick, vacation and compensatory time during such leave consistent with the County Personnel Policies and Procedures, except that an employee shall only be required to use all but 40 hours of vacation time during such leave. Leave in excess of that allowed by statute may be granted by the County in its discretion.

ARTICLE 10 – HEALTH AND LIFE INSURANCE

Section 1. Health Insurance.

The County will contribute as indicated below toward the cost of the following medical, dental and vision Insurance coverage:

1. Medical -Teamsters (OTET) G/W or F/W Plan (Union's choice)
2. Dental - Teamsters (OTET) D-6 Plan
3. Vision - Teamsters (OTET) V-4 Plan
4. Retirement - Teamsters (OTET) R-3 Plan

Effective January 1, 2022, the County's contribution towards medical, dental and vision insurance will not exceed \$1,650 per month.

Effective for January 2023 insurance coverage and any year thereafter covered by this contract, the County's contribution towards health, vision and dental insurance will not exceed \$1,650 per month, except as provided in this paragraph. In the event that the premium costs exceed \$1,650 per month per eligible employee during the duration of this Contract, the County and the employee shall share equally (50%/50% split) any excess premium cost. The County's increased contribution amount (the 50% share of any excess premium) shall then carry forward to the following year and become the new baseline County contribution amount. Any additional increase in premiums in any following year shall again be shared equally (50%/50% split). If, in any year covered by this contract, premiums increase by more than \$100 above the County's contribution cap, either party may reopen the contract for bargaining with the sole purpose of discussing the County's contribution towards medical, dental, and vision insurance under this Section.

Example 1: Monthly premium costs for 2023 remain below \$1,650 per employee. The County's maximum contribution remains at \$1,650. Monthly premium costs for 2024 increase to \$1,700. The County will contribute \$1,675 and each employee shall contribute \$25 monthly.

Example 2: Monthly premium costs for 2023 increase to \$1,752. The parties shall have the option of reopening this Section for discussing the County's premium contribution (because the increase exceeds \$100 of the County's contribution cap). If no party exercises the reopener, the

County shall contribute \$1,701 and each employee shall contribute \$51 per month. For 2024, the County's new baseline contribution shall not exceed \$1,701. If premium costs increase by \$10 for 2024 to \$1,762, the County shall contribute \$1,706 per month, and each employee shall contribute \$56 per month.

The individual employee shall be responsible for paying any additional costs over the above stated County contributions. The County is hereby authorized to advance such sum(s) for the express purpose of premium payment and then to make automatic payroll deductions from the earnings of any and all covered employees for reimbursement to the County of any such advances.

Section 3. Eligibility. All regular full-time and regular part-time employees who are on paid status for eighty (80) or more hours per month shall be eligible for health insurance the first day of the month following the first month in which the employee was on paid status for eighty (80) hours or more. For the purpose of this agreement, "paid status" includes hours worked (excluding overtime) and hours the employee was away from work on approved paid leave.

Section 4. Continued Coverage. The County shall maintain insurance to cover employees in the bargaining unit for long term disabilities which have occurred on or off the job. Such insurance shall supplement Workers' Compensation or Social Security for a period of five (5) years beginning after the first six (6) months of disability at a rate of sixty (60%) percent of base monthly pay.

ARTICLE 11 – WAGES

Section 1. Wages. Wages for all classifications shall be increased each year by 9% on July 1, 2021, 2% on July 1, 2022, and 2% on July 1, 2023. Wages for July 1, 2021 are shown on Exhibit A. The County shall pick up the six percent (6%) employee contribution to PERS or OPSRP whichever is appropriate.

Effective July 1, 2021, Clint Johnson will be placed at step 4 of paygrade 200. Brian Couch will be placed at step 3 of paygrade 200. Anthony Paiva will be placed at step 3 of paygrade 203. Employees' existing anniversary dates shall not change.

Section 2. Pay Periods. Salaries and wages of employees shall be paid on monthly basis. Paychecks will be issued by the 30th day of the month worked. In the event that the 30th day of the month worked shall fall on a Saturday or a Sunday the preceding Friday shall be payday. Should the 30th day of the month worked fall on a holiday, the preceding work day shall be payday. Failure to receive pay on the designated day for any reason beyond the control of the County shall not constitute a breach of this Agreement.

Employees shall be notified of the reason for any delay in the designated payday. The above provisions may be changed should the County elect to purchase or otherwise adopt a different payroll plan, whether from a private company or other public body including itself, but the employees shall not be paid less than monthly.

For the purpose of wages and accrued benefits, the date of accrual shall be the first day of the month for employees hired between the first and the fourteenth day of the month, and the first day of the following month for those employees hired between the fifteenth and the thirty-first day of the month.

Section 3. Call Back Time. Any employee called back to work on any day other than their regularly scheduled work day shall be paid for a minimum of two (2) hours at the rate of one and one-half (1-1/2) times their regular rate of pay. Any employee who has been off duty, and is called back to work outside their regular work shift shall be paid for a minimum of two (2) hours at the rate of one and one-half (1-1/2) times their normal rate of pay.

Section 4. Reporting Time. Any employee who is regularly scheduled to work, and is not notified two (2) hours before the shift starts that there is no work that shift, who presents himself for work as regularly scheduled but where work is not available for him and is excused from duty shall be paid for a maximum of four (4) hours straight time pay.

Section 5. Overtime. Employees covered by this Agreement shall be paid one and one-half (1 ½) times their regular straight time hourly rate for all authorized hours of work in excess of (a) forty (40) hours in any work week or (b) the employee's regular scheduled shift. The employee's regular scheduled shift shall be at straight time. The employee must have worked their full regular shift to receive time and one-half for excess hours worked. Overtime shall be calculated in fifteen minute increments. Overtime shall be distributed as equally as possible throughout the calendar year among qualified employees as determined by the Solid Waste Management.

All employees shall be given the option of taking compensatory time off in lieu of pay for overtime worked. Compensatory time shall be accumulated at the rate of one and one half (1 ½) hours for all hours worked, not to exceed 100 hours.

Section 6. Mileage Pay. Employees using their own vehicle in the performance of County business shall be reimbursed pursuant to the County Personnel Policies as directed and authorized by the Solid Waste Management.

Section 7. Longevity. Employees who have worked five (5) years on a continuous and full time basis for the Solid Waste Department shall receive at the beginning of their 6th year of full time employment a three percent (3%) increase on their base hourly rate. Employees maintaining ten (10) years of full time employment with the Solid Waste Department shall receive an additional three percent (3%) on their base hourly rate for recognition of their years of service for a total of six percent (6%) on their base hourly rate. Employees maintaining twenty (20) years of full time employment with the Solid Waste Department shall receive an additional three percent (3%) on their base hourly rate for recognition of their years of service for a total of nine percent (9%) on their base hourly rate. Employees maintaining twenty five (25) years of full time employment with the Solid Waste Department shall receive an additional three percent (3%) on their base hourly rate for recognition of their years of service for a total of twelve percent (12%) on their base hourly rate.

Section 8. Lay Off. Employee's separated from County employment due to layoff shall be placed on a layoff list by seniority for twelve months..

Section 9. PERS. The County shall continue to participate in the Oregon Public Employees Retirement System.

Section 10. Merit Step Increases.

Annually, all members will have the opportunity for a merit-step increase on the member's anniversary date. Merit step increases are conditioned on a satisfactory performance review, which is defined as an overall performance rating of average or above. Any merit-step increase that is denied will be subject to Article 14, Settlement of Disputes. If the member is not provided a performance review by the end of the month of their anniversary date, the member will automatically receive a merit-step increase. Supervisors will notify employees of any unsatisfactory work performance that would jeopardize a satisfactory performance evaluation prior to any performance evaluation. The notice will provide specific examples of unsatisfactory performance and will advise the employee of the specific corrective measures that will allow for a satisfactory evaluation and provide time and resources to allow the employee an opportunity to accomplish the required corrective measures. Performance evaluations shall be based on an objective, consistent and verifiable system to ensure compliance with the Oregon Pay Equity Law.

ARTICLE 12 – SENIORITY

Section 1. Definition. Seniority is defined as the employee's length of service within the Department and it shall be computed from the time of his most recent date of hire.

Section 2. Probationary Employee. An employee is probationary for his or her twelve (12) months within the bargaining unit. This probationary period may be extended by mutual written agreement between the Union and the County for one additional six month period. A probationary employee has no seniority right and may be discharged at will. A probationary employee shall never be transferred, promoted, retained during work force reductions, restored to service or be given preference in any manner over a non-probationary employee.

Section 3. Seniority List. A seniority list shall be prepared by the County each twelve (12) months, posted on the bulletin board, and a copy mailed to the Union.

Section 4. Application. Seniority shall prevail in the reduction and restoration of the work force, provided the senior employee is capable of performing the work. Seniority and qualifications shall prevail in shift preference and vacation time preference. Where reduction and restoration of the work force are not an issue, or when there is no job opening or vacancy, an employee may not bump into a position held by a less senior employee.

Section 5. Loss of Seniority. An employee shall lose seniority for the following reasons: Discharge; resignation; absence in excess of one (1) year due to illness or injury that does not arise in the course of employment; layoff for twelve (12) months or longer; failure to return from an unpaid leave of absence on the first day following expiration of such leave.

Section 6. Job Openings and Vacancies. In the event of a job opening or vacancy, employees shall be given the opportunity to fill the job in order of their seniority and qualification. All openings shall be posted for a minimum of three (3) calendar days and shall state a closing date and time. Employees who desire the posted job must bid for it on forms supplied by the County on or before the closing date and time. Successful bidders shall have 30 days to demonstrate their ability to perform the work of the new position. If either the County or the employee determines that the successful bidder is not suitable for the bid position, the employee shall be returned to his/her former position without loss of seniority or benefit. During the thirty (30) day trial period, the County has the right to use extra help to fill the position vacated by the successful bidder with no recourse from the Union.

Section 7. Retentions of Seniority. An employee transferred out of the bargaining unit shall retain, but not accumulate, seniority and may return to the bargaining unit upon request and with the approval of management.

Section 8. Rehires. In the event of restoration of the work force, an employee will be notified of the open position by certified mail, return receipt, sent to the last address given by the employee to the County Human Resources Office. The employee will have fifteen (15) calendar days from postmark date of such notice to notify the Human Resources Office of his/her intention to return to work. Failure to respond timely shall be considered as immediate voluntary termination. If the employee notifies the County of his/her intention to return within the time limits specified above, the employee will then have not more than 10 calendar days to report to work. Failure to report to work within the 10 day period shall also be considered as immediate voluntary termination.

ARTICLE 13 – DISCIPLINE AND DISCHARGE

Section 1. Non-probationary employees covered under this Agreement shall be disciplined pursuant to adopted County Personnel Policies. Probationary employees may be discharged or disciplined with or without cause.

Section 2. The County shall notify the Union in writing of any discharge, or suspension, or warning notice issued to an employee covered by this Agreement within ten (10) working days of its occurrence.

Section 3. The County shall, upon written request of an employee, remove any documentation of a written reprimand imposed more than three years prior to the request from his personnel file, unless the employee has been disciplined for the same thing or comparable conduct during such period.

ARTICLE 14- SETTLEMENT OF DISPUTES

Section 1. Grievance Procedure. To promote better relations, the parties agree to settle any disputes as to the meaning or interpretation of this Agreement by the following procedure:

Section 2. Manner of Resolving Disputes.

STEP 1. The employee or his representative may take up the grievance or dispute with the Solid Waste Management within ten (10) working days of its occurrence. The Solid Waste Management and the employee or his/her Union representative (or steward in non-disciplinary disputes) shall then attempt to settle the matter informally within five (5) working days from the notice to the Director.

STEP 2. If the grievance or dispute cannot be settled informally as provided in Step 1 it shall be submitted in writing to the Solid Waste Management and the Human Resources within five (5) working days. The Solid Waste Management has ten (10) working days to respond to the grievance or dispute.

STEP 3. If the grievance or dispute has not been settled within the ten (10) days as provided in Step 2, the employee or Union Representative shall submit the grievance in writing within five (5) working days, to the Board of Commissioners with a copy to the Human Resources. The written grievance shall include: 1. A detailed statement of the grievance and all relevant facts, 2. The specific provisions of the contract violated, and 3. Remedies sought. The Board of Commissioners shall have twenty (20) working days to informally settle the grievance or set a hearing date. The Board of Commissioners shall have five (5) working days to submit their decision in writing after the informal settlement or hearing.

STEP 4. If the grievance has not been settled at Step 3, either party may, within ten (10) working days after service of a written decision by the Board of Commissioners, submit the grievance to binding arbitration.

STEP 5. Arbitration. If the Union and the County cannot agree on an arbitrator within ten (10) days of submission of the grievance to binding arbitration, the parties shall select an arbitrator from a list of seven (7) Oregon and/or Washington arbitrators sent by the Employment Relations Board. The parties shall select an arbitrator by mutual agreement or, if unable to agree, by flipping a coin to determine who strikes the first name, and alternately striking a name until one remains which shall be the arbitrator.

The arbitrator's decision shall be final and binding, but he shall have no power to alter, modify, to add or detract from the terms of this Agreement. His decision shall be within the scope and terms of this Agreement and he shall submit it within thirty (30) days from the close of the hearing.

Arbitrators fees shall be split one half (1/2) to each party. Each party shall be responsible for compensating its own representatives and witnesses in arbitration. If either desires a verbatim record of the proceedings, it may cause such a record to be made; providing, however, that it pays for the record and makes copies available without charge to the other party and to the arbitrator.

For the purpose of this section, a working day shall be defined as Monday through Friday, excluding holidays, between the hours of 8:00 a.m. and 5:00 p.m.

Any time limit specified in this Article may be extended by mutual agreement of the employee or Union and the County. Otherwise, a party subject to these procedures shall be bound to the time limits contained herein.

In the event of a grievance concerning a disciplinary issue, an individual who does not wish the Union to pursue a grievance may notify the Union in writing at any time. An employee remains free to consult with a Union representative at any point during the disciplinary process. An employee's exercise of the right to not pursue a grievance shall not constitute a precedent with regard to the substance of the discipline and/or grievance in question.

An individual employee or group of employees at any time consistent with the time limits herein may present grievances to the Solid Waste Management or Board of Commissioners, without the intervention of the Union, if:

- (a) The adjustment is not inconsistent with the terms of the current labor agreement; and
- (b) The Union has been given opportunity to be present at the adjustment.

ARTICLE 15 – SAVINGS CLAUSE

Should any article, section or portion thereof of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction or any administrative agency of the State of Oregon having jurisdiction over the subject matter, such decision shall apply only to the specific article, section or portion thereof directly specified in the decision. Unless the decision is appealed by either party, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption except those remaining provisions which are so essential and inseparably connected with and dependent upon the unlawful or unenforceable part that it is apparent that such remaining provisions would not have been agreed to without such other parts and the remaining provisions which, standing alone, are incomplete and incapable of being executed in accordance with the intent of this Agreement.

ARTICLE 16 – GENERAL PROVISIONS

Section 1. No Discrimination. The County and the Union agree that equal opportunity in employment, promotion and all other employer-employee relationships is the rule. Nothing in this contract is meant to hinder or in any way inhibit an equal opportunity or affirmative action program that may be adopted. Further, the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, religion, political affiliation, membership or non membership in the Union, sexual orientation or other protected class as defined by applicable state and/or federal law.

It is specifically and expressly understood and agreed that taking a grievance to arbitration constitutes an election of remedies by the employee, and that by doing so, the employee expressly waives his or her independent right to pursue a remedy in any other forum including before the courts, Bureau of Labor and Industries or the Equal Employment Opportunity

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

Section 2. The County shall give up to one (1) Union Steward of the bargaining unit time off with pay to participate in scheduled negotiations with the County when the Agreement is open. The Union Stewards shall not be entitled to overtime while participating in the scheduled negotiations.

Section 3. Visits by Union Representatives. The County agrees that Union representatives shall have reasonable access to the premises of the County to conduct the Union business. Union representatives shall first report their presence to the Director of the Solid Waste Department. Such visits shall not interfere with the normal operation of the Solid Waste Department.

Section 4. Tools and Uniforms. Working tools, equipment and protective clothing required by the County in the performance of the job shall be furnished by the County except for safety boots. The County will reimburse each employee required to wear safety boots up to \$300.00 each fiscal year upon presentation of receipt for approved safety boots (or other safety equipment approved by the Director) from the employee. The reimbursement shall be made on the next voucher cycle. The County shall not be responsible for articles damaged or lost as a result of the employee's negligence or abuse.

All unused portions of the safety equipment allowances will be carried forward to the next fiscal year with a maximum allowable balance for each employee of \$600.00. Any balances carried forward to the next year that would cause the beginning balance to exceed \$600.00 shall be forfeited.

Section 5. Physical Exams. The County agrees to maintain a medical surveillance program with an emphasis on employment related disease.

Section 6. Dumping Privileges. Employees may continue to dump personal household garbage at no charge per past practice. However, in accordance with ORS 244.040, the value of this benefit will be reflected on the employee's W-2 for income tax purposes.

Section 7. Health and Safety. The County agrees to maintain a safe and healthful workplace consistent with State and Federal laws. The County also agrees to maintain a safety committee within the Solid Waste Department that complies with State and Federal regulations.

Section 8. Lead Worker Premium Pay. A lead worker is an employee who, in addition to his/her regular duties, has been assigned in writing by his/her supervisor of the requirement to perform substantially all of the duties of a lead worker for one (1) complete day or more. Such duties include, but are not necessarily limited to: 1) new employee orientation; 2) assignment and reassignment of tasks necessary to accomplish work efficiently; 3) providing direction to workers concerning work practices; 4) training employees; 5) review and evaluation of work of employees for conformance to standards; 6) providing assessments of employee performance to supervisors; 7) other duties as may be assigned. Assignment of Lead Worker responsibilities shall be made in the sole discretion of the County and may be removed at any time. Employees assigned lead worker responsibilities above shall receive an additional five percent (5%) added to their base wage during the period of assignment.

Employees at their discretion may decline lead worker assignments.

ARTICLE 17 – DURATION AND TERMINATION

This Agreement shall be in full force and effect from July 1, 2021 to and including June 30, 2024 and shall continue in full force and effect from year to year thereafter, unless notice of desire to

amend or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration. Such notification shall include proposed language for such modifications.

SIGNED FOR THE COUNTY

Robert "Bob" Moran
And
John Hunt

Date: 8/23/21

SIGNED FOR THE UNION

Gene Blackburn
Gene Blackburn

Secretary Treasurer

Date: 8/17/2021

EXHIBIT "A" – WAGE CLASSIFICATION AND LONGEVITY SCALE

Solid Waste Union (Teamsters)
 Fiscal Year 2021-2022
 Effective July 1, 2021

WAGE CLASSIFICATION AND LONGEVITY SCALE

PAY GRADES	CLASSIFICATION	Step 1	Step 2	Step 3	Step 4
200	Equipment Operator	\$19.88	\$20.48	\$21.09	\$21.72
202	Gate Attendant	\$14.80	\$15.21	\$15.63	\$16.10
203	Utility Worker / Gate Attendant	\$16.75	\$17.24	\$17.72	\$18.21

Notes:
 Employees Assigned Leadman responsibilities receive an additional 5% Equipment Operator classifications are eligible for CDL license incentive pay of \$1,000.00 per year. To receive CDL license incentive pay, an employee in the Equipment Operator classification must provide documentation, within 30 days of the end of the fiscal year, that the employee has maintained a Class A CDL with a tanker endorsement (N or X) for the entire preceding fiscal year.

EXHIBIT "B" – USES FOR SICK LEAVE

Employees are entitled to use paid sick time under Article 7 of this Agreement for the following purposes:

1. For an employee's or family member's mental or physical illness, injury or health condition or need for medical diagnosis of these conditions or need for preventive medical care.
2. To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of mental or physical disability.
3. To care for a family member with a serious health condition.
4. To recover from or seek treatment for a serious health condition that renders the employee unable to perform at least one of the essential functions of the employee's job.
5. To care for a child of the employee who is suffering from a non-serious illness, injury or condition.
6. To deal with the death of a family member by attending the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member.
7. To seek medical treatment, legal or law enforcement assistance, remedies to ensure health and safety, or to obtain other services related to domestic violence, sexual assault, harassment or stalking incidents to the employee or employee's minor child or dependent.
8. For certain public health emergencies including closure by a public official of the employee's place of business, school or place of care of the employee's child, or a determination by a public health authority or health care provider that the presence of the employee or a family member presents a health risk to others
9. If the employer has a policy permitting the donation of sick leave to another employee, To donate sick leave to another employee in accordance with the policy.