

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COOS COUNTY

and

TEAMSTERS LOCAL #223

July 1, 2021 – June 30, 2024

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ARTICLE 1 - PREAMBLE

This Agreement is entered into by Coos County, a political subdivision of the State of Oregon, hereinafter referred to as the County, and by way of an order amending certification of exclusive bargaining representative issued by the Employment Relations Board on January 18, 2006, Teamsters Local Union #223 hereinafter referred to as the Union.

The purpose of this Agreement is to set forth the full and complete agreement concerning collective bargaining matters including wages, hours, working conditions and other matters specified in the Public Employee Collective Bargaining Act (PECBA).

ARTICLE 2 - RECOGNITION

Section 1. The County recognizes the Union as the sole and exclusive bargaining representative with respect to collective bargaining matters for all regular full-time and regular part-time employees set forth in Appendix A.

The employees in the recognized bargaining unit described above shall be covered by the terms of this Agreement only when such employees are working in classifications contained in this Agreement. This Agreement is not intended to cover any employee classification not specifically referred to in the prior paragraph including supervisory, managerial, confidential, and temporary employees hired for a specific period of time not exceeding six months of time in a calendar year. The County will not use supervisors to permanently displace employees from regular job assignments. Nothing in this Agreement will prohibit the County's use of supervisors from doing work customarily performed by employees in the bargaining unit, such

as when necessary to insure timely completion of work, to protect the safety of its employees the public or its property, or when performing work for instructional purposes.

Section 2. New Positions. Any dispute concerning bargaining unit composition shall be resolved by the Employment Relations Board. If the County establishes a new position in the Road Department which is not clearly excluded from the bargaining unit under ORS 243.650 or reclassifies an existing bargaining unit position, the County shall notify the Union in writing seven (7) days following the action, as to whether or not it believes the classification should be within the bargaining unit. The Union must notify the County in writing within fourteen (14) days from receipt of the notification if it disagrees about the inclusion or exclusion of the classification in the bargaining unit or the matter becomes closed. If notice of the disagreement is received within the fourteen (14) day period, the parties shall meet within fourteen (14) days of the notification of disagreement to discuss the matter. If an agreement is not reached within thirty (30) days of the notification of disagreement, the Union may submit the matter to the Employment Relations Board. Should the matter not be submitted to the Employment Relations Board within the specified thirty (30) day period, the matter shall be considered resolved.

Section 3. Definitions.

A "Regular full-time employee" is defined as any employee who regularly works or is regularly scheduled to work forty (40) hours per week for a period of six (6) consecutive months.

A "Regular part-time employee" is defined as an employee who is regularly scheduled to work less than forty (40) hours per week for six (6) consecutive months.

A "Probationary employee" is defined as a regular full-time or regular part-time employee who, when initially hired, serves a probationary period consisting of no less than one year of work following initial employment with the County. Evaluations of employees on probation will be performed a minimum of every three (3) months. This probationary period may be extended by mutual written agreement between the employee and the Employer for up to an additional six month period. The Extension Agreement shall describe the reasons for such extension and a copy will be provided to the Union. Probationary employees become members of the bargaining unit on the thirtieth (30th) day after their first day of employment and are then entitled to all the benefits and privileges of this Agreement except as specifically stated herein.

A "Promotional probationary employee" is defined as a regular full-time or part-time employee who, following promotion that results in a pay increase, shall serve a probationary period consisting of no less than six months, and shall have their anniversary date amended to one year from the date of promotion. Employees who are promoted do not have to re-qualify for benefits.

A "Temporary employee" is defined as an employee hired for a specific period of time not exceeding six months in any calendar year.

The members of the bargaining unit covered by this recognition clause and by this Agreement shall hereinafter be referred to as the "Employees".

"Days" for purposes of this Agreement refers to calendar days unless otherwise specified herein.

A member of an individual's "immediate family" for purposes of this agreement means husband, wife, same-sex domestic partner, son, daughter, mother, 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.

ARTICLE 3 - MANAGEMENT RIGHTS

The County shall retain the exclusive right to exercise the customary rights and functions of management. The parties agree that matters not specifically contained in the body of this Agreement are reserved as County rights.

ARTICLE 4 - UNION SECURITY AND CHECKOFF

Section 1 – Union Security and Checkoff

Section 1.1 The County agrees to honor and abide by the terms of any authorization agreement between the Union and a bargaining unit member regarding deductions for dues, fees, assessments, or other authorized deductions to the Union and its affiliated organizations and entities. The Union shall certify to the County in writing the category and amount of money for each category to be deducted.

Section 1.2 The Union will provide authorization forms for the County to distribute to employees upon request. The Union will have opportunity during new employee orientation meetings to provide employees with authorization forms. In the event a bargaining unit member has questions about the terms of the authorization agreement and directs those questions to a supervisor, manager, or other agent of the County, it will advise that member that the authorization reflects an individual agreement between that member and the Union and direct that member to the Union to have those questions addressed.

Section 1.3 The Union will hold the original authorization agreement and will provide a copy which the County will retain in the employee's personnel file. Deductions shall begin the first full pay period following receipt of the written, signed authorization agreement by the County. The County shall keep the

authorization agreement in the employee's personnel file. The authorization shall remain in effect until and unless an employee revokes the authorization in the manner set forth in the authorization agreement.

Section 1.4 The Union agrees to defend and indemnify the County for the amount of any unauthorized deductions resulting from its reliance on information provided by the Union. The County shall not be held liable for check off errors, but shall make proper adjustments to the Union for errors as soon as is practicable after the error is brought to the County's attention.

Section 1.5 All monies deducted pursuant to employee's authorizations will be forwarded to the Union with an itemized statement at no cost to the Union as soon as reasonably possible, but no later than the 10th of each month.

Section 2 – Paid Work Time to Perform Certain Union Activities

Section 2.1 The County shall allow designated Union representatives reasonable time to engage in the following activities during work hours and at the County's facilities, without loss of compensation, leave hours, or benefits:

- (a) Investigate and process grievances and other workplace-related complaints;
- (b) Attend investigatory meetings, hearings, and other due process proceedings;
- (c) Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and other proceedings before the Employment Relations Board;
- (d) Prepare for and engage in collective bargaining;
- (e) Attend labor-management meetings, safety committee meetings and any other meetings between representatives of the County and the Union to discuss employment relations;

(f) Provide information regarding the collective bargaining agreement to newly hired bargaining unit employees within thirty (30) calendar days from the date of hire for a period of at least thirty (30) minutes, during new employee orientation or at individual/group meetings that may take place during work hours, without loss of compensation, leave hours, or benefits to anyone involved;

(g) Testify in a legal proceeding in which the designated Union representative has been called or subpoenaed as a witness.

Section 2.2 The Union will identify designated representatives in writing to the County.

Section 2.3 When feasible, designated representatives shall provide their immediate supervisor with written notice of the need to perform the activities listed above at least twenty-four (24) hours prior to the time at which the activities will be performed. There may be situations in which both parties agree that the circumstances do not require advance written notice. The written notice shall indicate: (1) which of the type of activity listed above will be performed; (2) the date and time at which the activities will be performed; and (3) the estimated length of time the designated representative will spend performing the activities.

Section 2.4 If, after receiving notice of the need to perform the activities listed above, the County would experience undue burden or a significant disruption of County operations that cannot be accommodated by any of the measures typically used when an employee is unexpectedly absent from work (arranging a substitute, working with fewer staff, temporarily modifying work assignments, etc.), the County and Union shall schedule a mutually agreeable date and time at which the designated representative can perform the activities during work hours and that time shall occur within the time-frame necessary (as determined by the Union) given the circumstances of the particular issue.

Section 2.5 The County shall not reduce a designated representative's work hours to accommodate the designated representative's performance of the activities listed above. However, the designated representative and his/her supervisor may agree to a flex schedule that allows the designated representative to perform the activities above during paid work hours.

Section 2.6 The County may refuse to authorize additional work hours that incur overtime pay as a result of performing the activities listed above.

Section 3 – Access to County Facilities and Equipment

Section 3.1 At employee orientations, the County shall provide the Union with no less than thirty (30) minutes and up to one hundred and twenty minutes (120) to make a presentation to all bargaining unit employees without undue interference. No employee shall suffer a loss in compensation, leave hours, or benefits as a result of participating in or attending the Union's presentation.

Section 3.2 When a bargaining unit employee is hired after the employee orientation or when the County does not conduct an orientation, the Union shall be permitted to meet with newly hired bargaining unit employees for up to thirty (30) minutes during work hours without loss in compensation, leave hours, or benefits for the newly hired employee or for designated representatives attending the meeting. Unless otherwise agreed, meetings with newly hired employees shall take place at the newly hired employee's regular work location, within thirty (30) calendar days from the date of hire.

Section 3.3 The Union shall be permitted to meet with employees during regular work hours at their regular work location to discuss grievances, complaints, and other workplace related matters, without loss of compensation, leave hours, or benefits to any employee, including any designated representative attending

the meeting.

Section 3.4 The Union shall have the right to conduct Union business on County property at such time and in a manner which does not significantly interrupt County operations. The Union shall have reasonable access to the premises of the County for the purpose of conducting Union business including (but not limited to) Union meetings and ascertaining whether this Agreement is being observed. Non-employee Union representatives shall be permitted access to the County's facilities for the purpose of engaging in the activities described in this Article on the same terms and conditions as designated representatives, although it is recognized that non-employee representatives may be restricted in some circumstances due to specific security and/or specific safety issues.

Section 3.5 The County's electronic mail system may be used by the Union for Union-related communications, including but not limited to, communications related to collective bargaining, grievance or other dispute investigations and governance of the Union.

Section 3.6 Bulletin Board. The County Agrees to furnish and maintain a suitable bulletin board in a convenient place to be used by the Union. The Union shall limit its posting of notices and bulletins strictly to Union business on such bulletin Board.

Section 4 – Right to Receive Employee Information

Section 4.1 The County shall provide the Union with an editable Excel spreadsheet containing the following information for each employee in the bargaining unit;

- a. The employee's name and date of hire;
- b. Contact information, including:

- Cellular, home and work telephone numbers;
- Personal and work electronic mail addresses; and
- Home or personal mailing addresses; and

c. Employment information including the employee's job title, salary and worksite location.

Section 4.2 The County shall provide the information within ten (10) calendar days from the date of hire for newly hired employees and every one-hundred twenty (120) calendar days for employees in the bargaining unit who are not newly hired.

Section 4.3 The County agrees to notify the Union of bargaining unit members who leave County employment. The notice shall contain the name of employee and effective dates and shall occur within ten (10) calendar days of the separation.

Section 5 - Labor and Management Meetings

Section 5.1 If requested by either party, the County and the Union each agree to hold labor and management meetings at least once per calendar year (and more often if the parties agree to meet) to discuss any matters pertinent to maintaining good employer/employee relationships; the annual meeting may be cancelled by mutual agreement. The meeting(s) will occur at a mutually convenient time and place.

ARTICLE 5 - WAGE RATES

Section 1. Current Wage Rates and Classifications. The wage rates as shown in Exhibit A, which is attached hereto and incorporated herein by this reference, reflect a "6-step" compensation chart. Each member will be on one of the steps in the compensation chart.

Effective July 1, 2021, all employees classified as Maintenance Worker III will move to the Maintenance Worker IV classification and will be placed into that Pay Grade at the same Step as the employee

had prior to the move; this shall have no effect on any anniversary date and no one will serve any probationary or trial period because of this classification change. The only change to employees will be moving to a higher classification and wage rate. After those employees are so moved, then the Maintenance Worker III classification will be removed as a classification. The July 1, 2021, wage increase for all members shall occur after this classification and wage rate move.

Effective July 1, 2021, the wages of the Maintenance Worker VI and the Fleet Services V classifications will be increased by seven percent (7%) across the board; this is in recognition that these positions perform specialized duties as an ordinary function of the positions. The July 1, 2021, wage increase for all members shall occur after this increase.

Effective each July 1, 2021 and each July 1 thereafter, wages in all classifications in effect at that time shall increase by the percentage increase in the US CPI-W for the prior calendar year, with a minimum increase of two and a half percent (2.5%) and a maximum increase of three percent (3%).

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.

When any new classification is established, the County shall set the wage rate and notify the Union. The parties shall negotiate such wage rates if notice of the Union's demand to bargain is delivered to the County within fourteen (14) days after the County has set the rate.

In the event that the contract ratification and implementation occur after June 30, 2021, the parties agree that all compensation, benefits, and contribution increases shall be retroactive to July 1, 2021.

Annually, all members will have the opportunity for a merit-step increase on the member's anniversary date of hire or most recent promotion (which resulted in a pay increase). 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 17, 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.

Section 2. Bracket Adjustments. No adjustments in pay may be made by the County during the term of this Agreement to individual job classifications, except whenever two or more of the following facts are found to exist:

1. increased or decreased job responsibility;
2. increased or decreased hazards or risks in performing job;
3. increased or decreased skill to operate new equipment; and
4. the bracket increase or decrease is approved by a majority of the total Union membership and the Board of Commissioners.

The parties agree to negotiate mid-term changes on mandatory subjects of bargaining pursuant to PECBA.

Section 3. Working Out of Class. Except when assignment to another classification is for the purpose of training and skills development, whenever an employee is required to work in a classification other than that in which the employee is classified, the employee shall be paid for such work at the rate in which he or she would be entitled as if being promoted to that position, or the employee's regular rate of pay, whichever is higher. Employees shall be compensated at the higher rate of pay for working out of class for the entire shift in which an employee performs such work for at least half of the shift. Any employee who is required to work in a classification for training and development purposes shall be informed in writing of the purpose and length of the assignment, and shall be compensated at his/her regular rate of pay during the entire length of the assignment; the training and development assignment will be limited to a reasonable length of time as is necessary for the training and development to occur. Except when assignment to another classification is for the purpose of training and skills development, temporary assignment to other classifications shall be made on the basis of operational needs, staff availability, the employee's qualifications and performance, and seniority. Parties agree that this Section is subject to Article 17, Settlement of Disputes.

Section 4. Shift Differential Premium Pay. Any employee who is assigned a work schedule that begins after 6:00 p.m. or before 6:00 a.m. for two or more consecutive work- weeks shall be paid an addition \$0.25 (25 cents) per hour for all hours worked after 6:00 p.m. and before 6:00 a.m. Shift Differential Premium Pay shall not be paid when employees are called to work during emergencies or when an employee has requested and received approval for an alternative work schedule.

Section 5. Temporary Lead Worker Premium Pay. A temporary 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 duties of a lead worker. 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 Temporary Lead Worker responsibilities shall be made in the sole discretion of the County and may be removed at any time. Employees assigned temporary lead worker responsibilities above shall receive an additional ten percent (10%) added to their base wage for the entire shift in which any such work is performed.

Employees at their discretion may decline temporary lead worker assignments.

Section 6. Safety Coordinator Premium Pay. A Safety Coordinator 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 duties of Safety Coordinator. Such duties include, but are not necessarily limited to: 1) documenting safety related training for all employees; 2) assignment and reassignment of required safety training(s); 3) providing direction to workers concerning safety; 4) review and evaluation of employees for conformance to safety standards; 5) attendance at safety committee meetings; 6) other safety related duties as may be assigned. Assignment of Safety Coordinator responsibilities shall be made in the sole discretion of the County and may be removed at any time. Employees assigned safety coordinator responsibilities above shall receive an additional ten percent (10%) added to their base wage for the entire shift in which any such work is performed. Employees at their discretion may decline safety coordinator assignments.

Section 7. Hazardous Duty Pay. An employee who is required to work on or around a pile wall construction project for the following duties: driving pilings, cutting/placing guardrails, and placing fabric, shall be paid a hazardous duty premium of five percent (5%) of their base wage for all hours worked, rounded to the highest full hour.

ARTICLE 6 - EMPLOYEES BENEFIT PLAN

Section 1.a. Health Insurance.

The County will contribute towards the cost of the following medical, dental and vision Insurance coverage:

1. Medical - Teamsters (OTET) G/W Plan
2. Dental - Teamsters (OTET) D-5 Plan
3. Vision - Teamsters (OTET) V-4 Plan

For January 2021 insurance coverage, the County's contribution toward health, vision, and dental, insurance will not exceed \$1,600 per month per eligible employee. Should premium costs exceed \$1,600, the county and the employee shall share equally (50%/50% split) any premium cost in excess of \$1,600.

Effective December 2021 for January 2022 insurance coverage and any year thereafter covered by this contract, the County's contribution towards health, vision and dental insurance will not exceed \$1,600 per month except as provided in this paragraph. In the event that the premium costs exceed \$1,600 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), and the pattern of adjusting the County's contribution amount for the following year based upon its 50% share of any excess premium shall repeat. If, in any year covered by this contract, premiums increase by more than \$100, 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 2022 remain below \$1,600 per employee. The County's maximum contribution remains at \$1,600. Monthly premium costs in 2023 increase to \$1,650. The County will contribute \$1,625 and each employee shall contribute \$25 monthly. In 2024, the County's new baseline contribution shall not exceed \$1,625. If premium costs increase to \$1,700 in 2024, the County will contribute \$1,650 and each employee shall contribute \$50 per month.

Example 2: Monthly premium costs for 2022 increase to \$1,702. The parties shall have the option of reopening this Section for discussing the County's premium contribution. If no party exercises the reopener, the County shall contribute \$1,651 and each employee shall contribute \$51 per month. In 2023, the County's new baseline contribution shall not exceed \$1,651. If premium costs remain unchanged, the County and the employees shall contribute the same amount as in 2022. In 2024, the County's baseline contribution will remain at \$1,651. If premium costs decrease by \$2 in 2024, the County shall continue contributing \$1,651 and employees shall contribute \$49 per month.

Except as otherwise agreed to in this Article, the individual employee shall be responsible for paying any additional costs over the above stated County contributions, and 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 1.b. Eligibility for Health Insurance. All regular full-time and regular part-time employees who had eighty (80) compensable hours or more per month, excluding temporary employees as previously defined, shall be eligible for health insurance on the first day of the month following the first month in which the employee had eighty (80) compensable hours or more. For the purpose of this section, “compensable hours” includes hours worked (excluding overtime) and hours the employee was away from work on approved paid leave. For the purposes of this section, accrued leave paid in a lump sum to an employee at the time of separation from employment shall not be considered as “compensable hours” and shall not be used as the basis for health benefit eligibility.

Section 1.c. Individual Health Care Account Effective July 1, 2017, the County shall contribute \$100.00 each month to a tax exempt Individual Health Reimbursement Account or VEBA account to be mutually agreed upon and administered by a third party for all regular full-time and regular part-time employees who had eighty (80) compensable hours per month or more and who have established eligibility under Section 1.b above.

Section 2. Workers' Compensation. The County agrees to be insured under the provisions of the Oregon State Workers' Compensation Law.

Section 3. Supplemental Insurance. Employees receiving Workers' Compensation shall be able to use supplemental insurance for a period of up to 26 weeks and their sick leave or any other paid leave to receive up to 100% of their net monthly amount.

Section 4. Long Term Disability Insurance. The County shall maintain insurance coverage for Employees on Workers' Compensation and/or Social Security for a period of five (5) years after the first six (6)

months of disability at a rate of sixty (60%) percent of his or her base monthly pay up to a maximum of five thousand dollars (\$5,000).

Section 5. Life Insurance. The County shall provide a \$5,000.00 (five thousand dollar) life insurance policy. The County shall provide a short term disability insurance policy with a \$60.00 (sixty dollar) per week benefit up to a maximum of thirteen (13) weeks.

Section 6. Retirement Plan. The County will continue to participate in the Public Employees Retirement System (PERS). Effective July 1, 2017, for the life of this agreement, the County shall pick up the six percent (6%) employee contribution to PERS, OPSERP, or the IAP program as directed by legislative rules. Should the Oregon Legislature eliminate or redirect the employee six percent (6%) contribution, the union may re-open this section for bargaining.

Section 7. Retirement Cash-outs. Employees who are retiring are allowed to cash-out some or all of their banked accruals that are available for cash-out (including but not limited to comp time under Article 12, vacation leave under Article 8 and sick leave under Article 9) to be paid in a separate check for up to 90 days prior to their retirement date. The cash-out request must be in writing, including notification of the retirement date.

Employees who request cash-out of accruals must sign an acknowledgement which will include the following information:

“Employees who request to cash-out accruals under this ‘early’ cash-out concept may not rescind or change the retirement date without the County’s written consent, except if the cancellation or changed date happens prior to the payment of those funds.

The parties do not control how retirement calculations are made by PERS, and cashing out leave accruals may impact the retirement benefits earned by employees (e.g., the ability for Tier 1 and Tier 2 employees to utilize unused sick leave on retirement). Employees must do their own research and, by requesting the cash-outs, the employees accept responsibility for their decisions and the impacts on retirement calculations. PERS provides resources for employees on its website that may be useful in making an informed decision.”

ARTICLE 7 - HOLIDAYS

All Employees shall be entitled to take the following legal and floating holidays with pay:

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Fourth of July	Labor Day
Veteran's Day	Thanksgiving Day
Christmas Day	Christmas Eve

After ninety (90) calendar days of employment from the date of hire, two floating holidays will be granted to regular full-time employee(s). Regular full-time employees with fifteen (15) years of service with the County are eligible for one (1) additional floating holiday. If a holiday falls on an employee’s scheduled day off, whenever possible, as determined by the department head, the nearest succeeding or preceding work day shall be observed as the holiday. If the Department is unable to schedule the holiday in this manner, then it shall be observed on a day mutually agreeable to the employee and the Department. 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 paid leave (as that term is defined in this Agreement) Should an Employee be called to work on any of these holidays, he or she shall be paid an amount of money as holiday pay equivalent to eight (8) hours at his or her regular wage rate if the employee is working five (5) eight (8) hour shifts, or ten (10) hours at his or her regular

wage rate if the employee is working four (4) ten (10) hours shifts. In addition, he or she will be paid one and one-half (1-1/2) times his or her normal hourly wage rate for each hour or part of an hour worked on the holiday.

All floating holidays must be taken during each fiscal year or they will be forfeited. The Roadmaster and the Employee will schedule a mutually convenient time for observance of the floating holidays

ARTICLE 8 - VACATIONS

Section 1. All Employees who have worked for the County for less than five (5) continuous years shall earn eight (8) hours paid vacation leave for each month in which he or she works or is on paid leave for 128 hours or more. Probationary employees shall be credited with vacation leave, as if accrued from date of hire by the County, upon completion of six months from date of hire.

Section 2. Any Employee who has worked for the County for at least five (5) continuous years but less than ten (10) continuous years shall earn ten (10) hours paid vacation leave for each month in which he or she works or is on paid leave for 128 hours or more.

Section 3. Any Employee who has worked for the County for at least ten (10) continuous years but less than fifteen (15) continuous years shall earn twelve (12) hours paid vacation leave for each month in which he or she works or is on paid leave for 128 hours or more.

Section 4. Any Employee who has worked for the County for at least fifteen (15) continuous years but less than twenty (20) continuous years shall earn fourteen (14) hours paid vacation leave for each month he or she works or is on paid leave for 128 hours or more.

Section 5. Any employee who has worked for the County for at least twenty (20) continuous years shall earn sixteen (16) hours paid vacation leave for each month he or she works or is on paid leave for 128 hours or more.

Section 6. No Employee shall accumulate more than 360 hours of paid vacation leave. Vacations may be taken at any time when earned by mutual agreement between the Employee and his or her supervisor or by arrangement with the Roadmaster.

Section 7. Holidays occurring during an Employee's scheduled vacation period shall not be charged against his or her vacation leave.

Section 8. Employees who separate from County employment for any reason including death of the employee, shall be compensated for accrued unused vacation leave at their normal hourly wage rate. Employees leaving County service prior to completion of six months shall not be entitled to any compensation for accrued vacation hours.

Section 9. All authorized leave taken as a part of the employee's continuous service shall be counted for the purpose of determining the employee's accrual rate. The employee shall accrue vacation leave when on paid leave, providing that the employee returns to work at the end of such leave.

ARTICLE 9 - SICK LEAVE

Section 1. Accrual. Employees shall accrue sick leave at the regular rates of pay, and at the rate of ten (10) hours per month for each month in which he or she works and/or is on paid leave for 128 hours or more.

Section 2. Maximum Accrual and Payment. An employee may accumulate an unlimited amount of sick leave. Sick leave is provided by the County solely in the nature of insurance against loss of income due to the reasons covered in Section 3 of this article. No compensation for accrued sick leave shall be provided for any employee for any other purpose, except as provided herein. Employees who separate from County employment for any reason including death of the employee, but excluding punitive dismissal, shall be compensated for twenty-five percent (25%) of up to nine hundred-sixty hours (960) of their accrued unused sick leave at their normal hourly wage rate. Employees leaving County service prior to completion of six months shall not be entitled to any compensation for accrued unused sick leave hours.

Section 3. Utilization. Sick leave may be used by an employee for any purpose that is consistent with the Oregon's Sick Time Act. Sick leave may be used because of death (after exhaustion of bereavement leave), or critical illness in the employee's family requiring the attendance of the employee.

An employee may be required to furnish satisfactory evidence of illness, consistent with state and federal law. Any Employee who fraudulently obtains sick leave in violation of this Article shall be subject to disciplinary action(s) which may include, but is not necessarily limited to termination.

Except in circumstances beyond the control of an employee (such as a traffic accident), employees shall provide the County with advance notice of the need to use sick leave. Such notice shall in no case be less than 1 hour prior to the beginning of the employee's next scheduled work shift. For scheduled sick leave (such as medical appointments, surgery), employee's must notify the County of the need for sick leave as soon as practical after they schedule the appointment. Failure to follow the notice requirements shall result in disciplinary action.

ARTICLE 10 - OTHER LEAVES

Section 1. Unpaid Leaves of Absence. The Roadmaster may, in his sole discretion and upon request, allow any Employee to take up to two (2) weeks unpaid leave of absence. Any additional unpaid leave of absence must be approved by the Coos County Board of Commissioners.

Leaves of absence without pay for a limited period may be granted by the Board of County Commissioners for any reason which the Board deems to be reasonable. Such leaves may, at the discretion of the Board, be renewed or extended for any period. Such leaves shall not be approved for any Employee who is accepting other employment, except as otherwise provided in this article.

Except as required by section 8 of this article, payment of any insurance premiums or other Employee benefits during any such leave of absence in excess of two (2) weeks, including the County's portion, shall be the Employee's sole responsibility and the County shall not be required to make any such payments. Seniority will not continue to accrue during unpaid leaves exceeding two (2) weeks in duration.

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

A. Service on one 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. The County and the employee may opt for the employee to endorse the jury fee check and the County will deposit the check and return the mileage to the employee. No reduction is then made to the employee's paycheck. 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.

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, 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. This policy shall be effective only when the Board of Commissioners has declared that an actual emergency exists, and upon approval by the employee's department head or supervisor.

Nothing in this Section shall require the County to pay an Employee for any appearance in a capacity adverse to the County when such appearance is related to an action initiated by an Employee or the Union.

Section 3. Bereavement Leave. Bereavement leave shall be granted as required by Oregon Revised Statutes. In addition, in the event of a death in his/her immediate family, an employee shall be entitled to three (3) working days paid compassionate leave to be used concurrently with leave required under Oregon Revised Statutes. Such leave may be extended, with the approval of the Sheriff or Department Head to five (5) working days. It shall be the duty of the employee to notify his/her supervisor of a pending absence.

For the purpose of this Article, immediate family shall be defined as per Coos County Personnel Policies and Procedures, and shall have the same meaning as family member. In the event that Oregon Bureau

of Labor and Industries (BOLI) statutory bereavement leave guidelines are more beneficial to the employee, the BOLI guidelines shall be used.

Section 4. Military Service.

Military leave, alternative service and Peace Corps leave shall be granted as required by Oregon Revised Statutes and Federal law. Employees may use accrued vacation and compensatory time for official military leave in excess of the employer-paid time provided by statute.

Section 5. Union Leave. The County shall provide for a total of two hundred forty (240) hours per year unpaid leave to be distributed by the Union amongst its members for Union business, provided that such leave is approved by the Roadmaster or a supervisor and that use of this leave shall not interfere with the efficient operation of the County. Such leave will not impact eligibility for holiday under Article 7.

Section 6. On-the-Job Injury. Unless otherwise required by law, employees off work due to an on-the-job injury incurred as a result of their employment with the County and receiving time loss benefits shall:

- A. Continue to accrue seniority while off work from the beginning of the leave due to the on-the-job injury.
- B. Be eligible for reimbursement of COBRA contributions for a period of six (6) months after the employee has applied for and exhausted all “wavier of premium” periods available. In order to be eligible for this benefit, an employee must apply for a waiver of premium at the beginning of the on the job injury.

C. To the extent permitted by applicable law, an employee on a short-term disability or an employee off work as a result of a workers' compensation injury shall not accrue vacation or other benefits during the period of such leave, unless otherwise supplementing such leave with paid time off.

D. An employee on leave as a result of a worker's compensation injury shall not be required to use accrued leave benefits for follow up medical appointments related to that injury.

Section 7. 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. Leave in excess of that allowed by statute may be granted by the County.

ARTICLE 11 - WORK DAY – WORK WEEK

Section 1. Work Week. The basic work week shall be 12:01 AM Monday through the following Sunday and consist of forty (40) hours in a seven (7) day period.

Section 2. Work Schedule. A regular work schedule shall fall between Monday and Friday, and shall consist of five (5) consecutive days of eight (8) hours work followed by two (2) days off, or four (4) consecutive days of ten (10) hours work followed by three (3) consecutive days off, except in emergency situations when a temporary, short term schedule is needed to meet operational needs.

Section 3. Changes in Work Schedules. Any changes in the work schedule other than those stated in section 2 above shall be subject to bargaining.

Section 4. Meal Periods. An unpaid thirty (30) minute meal period will be scheduled approximately mid-point in the work day. An employee required to stand watch and remain on the job at their

workstation for their full shift period shall be permitted to take a paid meal period, not to exceed thirty (30) minutes, when and as their duties permit. An employee who is required to return to work during a scheduled meal period and whose meal period is not rescheduled shall be paid for the meal period. With the approval of management and as established by or at the beginning of each shift, employees may voluntarily elect to work through their unpaid 30-minute lunch period during their normal work shift. In such cases, those employees electing to work through their lunch period will be allowed to leave work 30 minutes earlier than scheduled and shall be paid for the full work shift. Road Crew consisting of two or more at a job site would collectively need to agree to this arrangement. Approval will not be unreasonably denied and all employees will have the same opportunities to utilize this option.

Section 5. Rest Periods. All Employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. Rest periods shall be scheduled at the middle of each one-half shift whenever feasible. Without supervisory approval, the rest period shall not be taken at the beginning or end of a work period or combined with a meal period. Rest periods not granted or granted and not used shall not be accumulated or result in additional pay. Rest periods shall be granted unless operational necessity requires that they be denied.

Section 6. Time off Requests. Requests for time (vacation, floating holidays, and compensation time off) off may be submitted no more than 1 year in advance. The total time of requests approved for any employee shall not exceed an employee's reasonably projected leave balances at the time(s) the leave will occur. Requests for time off shall be approved or denied by the employee's supervisor on the basis of the operational needs of the County. All time off requests shall be approved on a first come, first serve basis. In the event that two or more employees request the same time off on the same day, the senior employee(s) shall have preference for the time off.

ARTICLE 12 - OVERTIME

Section 1. Overtime Pay. Employees shall be paid one and one-half (1-1/2) times their regular straight time hourly rate of pay for all authorized hours of work in excess of eight (8) or ten (10) hours per day (depending upon the employee's regularly scheduled work schedule) and forty (40) hours in a work week. Paid time off shall not count toward hours worked for purposes of overtime eligibility. In all cases where an employee is voluntarily working a mutually agreed upon schedule involving start/quit times, or different shift lengths at the employees request, the employee shall only be eligible for overtime after having worked 40 hours in a work week.

Section 2. Overtime Assignment

Overtime work shall be assigned to employees who have signed the monthly overtime availability sheet and on the basis of operational needs, staff availability, the employee's qualifications and performance, and seniority.

Section 3. Call Back Time. Employees called back after they have completed their work day shall be guaranteed a minimum of two (2) hours of pay at one and one-half (1-1/2) times their normal wage rate. Overtime that is contiguous to an employee's shift will not be eligible for call back premium. The County and the employee need to work together to maintain as safe as possible work environment. Therefore, the number of overtime hours will be monitored by the County and restricted in instances where the County determines it to be unsafe for the employee to continue working.

Section 4. Overtime Notification.

The County shall make available a list of all overtime submitted by employees in the previous three-month period.

Section 5. Compensatory Time Off.

In instances when an employee is eligible for overtime pay, with the approval of management, the employee may elect to receive compensatory time off in lieu of pay. Accrued compensatory time may not exceed one hundred (100) hours. The parties agree that the scheduling of compensatory time off must be done at a time that is mutually agreeable between the parties. The parties agree that a request for compensatory time off is unduly burdensome and may be rejected by the County if it would result in additional overtime to cover the shift. Any accrued and unused compensatory time in excess of 40 hours that an employee may have on June 15 of each year shall be paid to the employee at the employee's regular rate of pay with the June paycheck.

ARTICLE 13 - SENIORITY

Section 1. Definition. Seniority is defined as the Employee's length of continuous paid service since his or her last date of hire with the Department as adjusted for approved, unpaid leaves of absence.

Section 2. Application. Seniority will govern in the area of layoff except where special occupational skills are required. Special occupational skills are those requiring certification and/or training that cannot reasonably be acquired on the job during a trial period. Seniority will also apply as set forth in Article XIV, Section 3, pertaining to filling of vacancies.

Section 3. Loss of Seniority. Seniority shall be lost when an Employee:

- A. quits
- B. retires
- C. is discharged
- D. is off work for a period in excess of two years or fails to report to work within fifteen (15) calendar days after having been recalled, unless otherwise required by law.

E. accepts a position outside the bargaining unit

Section 4. Seniority List. The County shall compile and post the Employee seniority list on the Department bulletin board on July 1 and January 1 of each year. Employees have 45 days to check the list and make known to the Office Manager any corrections necessary.

ARTICLE 14 - FILLING OF VACANCIES

Section 1. Regular Vacancy. A regular vacancy is created when the County creates a new regular position in the bargaining unit or when an existing regular position in the bargaining unit is vacated and the County determines to refill that position. Any Employee may bid for a vacancy.

Section 2. Posting. Notice of regular vacancies shall be posted on the bulletin board for at least seven (7) calendar days prior to being filled. The County may temporarily fill these positions during the recruitment period.

Section 3. Filling of Vacancies. Any Employee may bid for a vacancy. Preference will be given to Employees bidding for a vacancy based on seniority, qualifications, work history, and any special occupational skills necessary. In all cases the County shall employ the applicant with preference status, unless another applicant, whether from within the Department, from within the County or from without, is more qualified to perform the duties and responsibilities of the position than the applicant of preference. The County retains all rights to determine the method and means of selection and to determine the individuals to fill vacancies. The County's determination shall not be arbitrary or capricious.

Section 4. Trial Period. An Employee who is selected to fill a vacancy shall have up to a thirty (30) working day trial period during which time the Employee may move back to his or her previous position or

be moved back to his or her previous position by management with no forfeiture of rights in his or her previous position.

Section 5. Wage Upon Filling Vacancy. When a current bargaining unit member is selected to fill a vacancy in a position with a higher classification or the position is reclassified upward, the employee shall be placed in the new classification at least at the salary step with the pay closest to, but not lower than, the employee's previous rate of pay.

Section 6. Lower Classification. If an employee is moved to a lower classification for reasons that do not reflect discredit on their employment record, or if their position is reclassified downward, their salary rate shall remain the same except that it will be capped at the maximum rate for the new classification.

ARTICLE 15 - LAYOFFS

If the County determines the need for a reduction in its work force, at least four (4) weeks prior notice shall be given to the Employees to be laid off. While the County reserves the right to determine the positions to be eliminated, layoffs shall be by strict application of seniority except in those areas where special occupational skills are required, of which the Union shall be fully apprised in advance.

Employees subject to layoff shall have the right to "bump" any Employee with less seniority in any other position, provided he or she possesses the necessary skills and physical ability to perform the work.

If the Union feels that the special occupational skills/ability criteria have been made in an arbitrary and/or capricious manner, the Union shall have recourse to the provisions of the Grievance procedure.

No regular full-time or regular part-time Employees shall be laid off until all probationary, temporary and training program employees, except within the special occupational skills category, have been laid off.

Employees who are laid off shall be placed on a layoff list for two (2) years and be recalled in the reverse order they were laid off as openings for which they meet the minimum qualifications become available. No new employees will be hired into classifications for which Employees are laid off and for which they remain qualified. This restriction, however, does not apply when probationary employees are laid off.

Employees will be notified of the open positions by certified mail return receipt requested, sent to the last address given by the Employee to the County Personnel Office. The Employee will have fifteen (15) calendar days from the postmark date of such notice to notify the Roadmaster of his or her intention to return on the date specified by the County. Failure to respond timely shall be considered as an immediate voluntary resignation. Any time spent on layoff status shall be considered for the purpose of this Agreement the same as leave without pay.

ARTICLE 16 - DISCIPLINE AND DISCHARGE

Section 1. Reprimands will be done in a manner that will not embarrass the Employee in front of other Employees or the public.

The County will not suspend or dismiss any non-probationary Employee without just cause. The Employee and his or her Union representative, unless the Employee requests otherwise, will be immediately notified in writing that the Employee has been suspended or discharged.

The Union and/or Employee shall have the right to take up the suspension and/or discharge at Step 2 of the Grievance procedure. This article does not apply to probationary employees.

Section 2. In the event the County has made a decision to discharge a regular status employee, a written pre-dismissal notice shall be given to the employee. Such notice shall include the known complaint(s), facts and charges, and a statement that the employee may be dismissed. The employee shall be afforded an opportunity to request all substantiating documentation the County used to make its decision and an opportunity to refute such charges or to present mitigating circumstances to the County at a time and date set forth in the notice.

The date for such a hearing shall not be less than seven (7) calendar days from the date the notice was incurred, unless an earlier time is requested by the employee or the Union, and agreed to by the County and the Union. The employee shall be permitted to have an official Union Representative present. The County may place the employee on Administrative Leave or suspend the employee with or without pay, or the employee may be allowed to continue to work, as specified within the pre-dismissal notice.

Section 3. Disciplinary Work Plan. When a work plan is utilized in conjunction with any step of the disciplinary process, the employee will be allowed to review and provide input concerning the work plan before it becomes effective. The employee may request Union representation during the development of the work plan. The work plan shall contain the enumerated deficiency(ies), the employer's and the employee's responsibilities for improvement, and definite timelines.

Section 4. Just Cause Standard. For the purpose of this Agreement, just cause shall be determined in accordance with the following guidelines:

1. The employee shall have some warning of the consequences of his/her conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person;

2. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate;
3. A reasonable investigation must be conducted;
4. It must be determined that the employee is guilty of the alleged misconduct or act by a preponderance of the evidence;
5. The discipline must be appropriate based upon the severity of the misconduct or the actual or likely impact the misconduct has or would have on the County's operations;
6. The employee's past employment record shall be considered, if appropriate based upon the severity of the act.

ARTICLE 17 - SETTLEMENT OF DISPUTES

Section 1. Grievance and Arbitration Procedure. The grievance and arbitration procedure shall be limited to the meaning, interpretation or application of this Agreement and any alleged violation of its terms. 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 grievance 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.

Section 2. Manner of Resolving Disputes.

The term "working days" means weekdays and excludes Saturdays, Sundays, and the specific holidays listed under Article 7.

STEP 1. After first attempting to resolve the grievance informally, the Union, or any Employee with notice to the Union may claim a breach of this Agreement in writing to the Employee's immediate supervisor within ten (10) working days from the occurrence. The notice shall include: (1) a statement of the grievance and relevant facts; (2) the provision of the contract violated; and (3) the remedy sought. The supervisor shall respond to the grievance in writing within five (5) working days, with a copy to the Union.

STEP 2. If, after five (5) working days from the date of submission of the grievance to the supervisor, the grievance remains unadjusted, the grievance may be submitted in writing within ten (10) working days to the Roadmaster or his designee. The Roadmaster or his designee shall discuss the grievance with the Union and/or the affected Employee. If no settlement is reached the Roadmaster or his designee shall give his or her written answer to the Union within ten (10) working days following their meeting.

STEP 3. If the grievance is not settled in Step 2 and the Union desires to appeal, the Union shall submit the grievance to the Board of Commissioners or their designee within ten (10) working days of receipt of the Roadmaster's answer. A meeting between the Board of Commissioners or their designee and the Union shall be held at a time mutually agreeable to the parties within ten (10) working days of the Union's appeal to the Board.

If the grievance is settled as a result of such meeting, the settlement will be reduced to writing and signed by both parties. If no settlement is reached the Board of Commissioners or their designee shall give the Union its written answer within ten (10) working days following the meeting.

STEP 4. If the grievance is not settled in accordance with the foregoing procedure the Union may refer the grievance to binding arbitration within ten (10) working days after receipt of the Board's

answer or within ten (10) working days of the expiration of the time allocated for the Board of Commissioners or their designee to provide their written answer (ten (10) working days).

The arbitration proceeding shall be conducted by an arbitrator to be selected by the County and the Union. If the Union and the County cannot agree on an arbitrator within five (5) working days of the notice of arbitration, a list of thirteen (13) arbitrators shall be requested from the Oregon Employment Relations Board by the Union. Only those arbitrators who are also on the Northwest A.A.A. panel shall be provided by E.R.B. Both the County and the Union shall have the right to strike six (6) names from the panel. The party requesting arbitration shall strike the first name, the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator. The moving party will notify the arbitrator.

The decision of the arbitrator shall be final and binding upon the parties, and the arbitrator shall be requested to issue his or her decision within thirty (30) working days after the conclusion of testimony and argument. The arbitrator may interpret this Agreement and apply it to a particular case under consideration but shall have no authority to add to, subtract from or modify the terms of the Agreement.

The cost of arbitration shall be shared equally by the parties. However, each party shall be responsible for compensating its own representatives and witnesses in arbitration. If either party desires a verbatim record of the proceedings, that party may cause such a record to be made. A party wishing a copy of the record may agree to split the costs incurred to create the record.

Section 3. Time Limitations. Any time limitations specified in the grievance procedure may be waived by mutual consent of the parties. Otherwise, all parties subject to these procedures shall be bound to the time limits contained herein. If either party fails to follow such limits, the following shall result:

A. If the grievant fails to respond in a timely fashion, the grievance shall be deemed waived.

B. If the party grieved against fails to respond in a timely fashion, the grievance shall proceed to the next step.

The Employee shall have the right to be represented by the Union at any step level of the grievance procedure. No Employee shall be required to discuss an unresolved grievance with management in the absence of a Union official if the Employee requests Union representation.

ARTICLE 18 - MISCELLANEOUS PROVISIONS

Section 1. Bulletin Boards. Announcements, all new and existing work rules and work policies, and the Employee seniority lists, shall be posted on the Department bulletin boards. The parties may each use the Department bulletin boards for notices of a routine nature and agree not to post denunciatory or inflammatory written materials on such bulletin boards.

Section 2. Safety and Health. The County shall provide equipment to Employees which it has determined to be adequate and safe for the purposes for which it is to be used. No Employee shall be required to operate unsafe equipment or to perform a work assignment that would cause him or her imminent danger and is reasonably considered unsafe. Any questions concerning the safety of equipment shall be immediately referred to the Roadmaster and Safety Committee and shall not be subject to Article XVII, "Settlement of Disputes."

Section 3. Savings Clause. Should any provision of this Agreement be found to be in violation of any federal, state or local law or ordinance by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 4. Call in Time. If an Employee without prior notice reports to work at his or her regular shift and is sent home for lack of work, he or she will be paid for four (4) hours at the rate to which he or she would be entitled for his or her shift.

Section 5. No Discrimination. The parties to this Agreement agree not to discriminate against any person because of race, disability, religion, national origin, color, political affiliation, gender, or any other status protected by County policy or law and that all Employees will receive the full protection of the provisions of this Agreement. The Union may pursue discrimination complaints either through the contract grievance procedure including Step 4 (Arbitration) or through an applicable outside agency, but not both. The parties agree that the labor agreement will not serve to restrict the County's obligation to comply with federal and state law concerning its duty to reasonably accommodate individuals with disabilities.

Section 6. Uniforms. The County will furnish coverall rental services for Employees as determined by management. For employees who are required to wear safety boots or shoes, the county shall provide \$200 per fiscal year for such footwear. This benefit shall be payable in a lump sum in the first full pay period in each July of this agreement. For the purposes of this Article, the term "safety footwear" shall not require the purchase of steel-toed footwear.

Section 7. Severance Pay. Employees, other than probationary employees, laid off by the County for reasons other than seasonal layoffs or punitive dismissals shall be entitled to severance pay equivalent to forty (40) hours of pay at their regular wage rate. As a condition of severance, an employee must be willing to enter a separation agreement releasing the County from any and all claims or liability that might have otherwise arisen out of the employment relationship.

Section 8. Longevity. Any Employee who has worked continuously for the Department for five (5) years or more will receive a 3% longevity increase on the base wage.

Any Employee who has worked continuously for the Department for ten (10) years or more will receive an additional 3% increase on the base wage.

Any Employee who has worked continuously for the County for twenty (20) years or more will receive an additional 3% increase on the base wage. Any Employee who has worked continuously for the County for twenty-five (25) years or more will receive an additional 3% increase on the base wage. A total of 12% is possible under this program.

Section 9. Notices. Notices required to be delivered to either party to this Agreement shall be, unless otherwise stated herein, in writing and given by either personal delivery or by U.S. Mail to the other party. Notice by personal delivery shall be effective on the date of delivery. Notice by U.S. Mail shall be effective on the date the notice is postmarked, unless otherwise stated herein. Notices to the County shall be delivered to the following address: Director of Human Resources, Coos County Courthouse, Coquille, Oregon 97423. Notices to the Union shall be delivered to the Labor Representative at the provided address. ~~Union President.~~ "Personal delivery" includes electronic mail (email) at the provided email address.

Section 10. Training. The County agrees to provide appropriate training to employees on all equipment at no cost to the employee and during working hours whenever practicable.

Section 11: Side Agreements

The Parties hereby agree that all existing side agreements, memoranda of understanding, letters of agreement or other agreements between the parties that modify subjects of bargaining and/or the CBA (by

whatever name known) are recognized and enforceable as part of the CBA, specifically (but not limited to) the “call-out procedure” side agreement from June 2019, and the MOU regarding “use of temporary flaggers” from November 2017.

Section 12: Reasonable Cause Drug Testing

The 2021 Employee Handbook Policy 8.0 regarding Use of Drugs, Alcohol & Tobacco Products is recognized except that the second paragraph under Reasonable Cause Testing on Page 48 is modified with regard to employees covered by this CBA, as follows:

Any accident or incident involving physical injury to any person or property damage may be considered as constituting reasonable suspicion for testing for drugs and alcohol where human factors contribute to the incident and a question of sobriety exists. Notwithstanding the previous sentence, any accident or incident covered by the County’s D.O.T. Alcohol/Drug Testing Program policy, which was adopted in compliance with the regulations set forth in the Department of Transportation rules at 49 CFR 383, 653, and 654, shall be governed by that policy.

Section 13: Social Media

The 2021 Employee Handbook Policy 9.3 regarding Social Media is recognized except that the final paragraph on Page 56 is modified, with regard to employees covered by this CBA, as follows:

Nothing in this policy prohibits the County from requiring an employee to produce content from his/her social media or internet account in connection with a County-sponsored investigation into potential misconduct, unlawful or unethical behavior, or policy or rule violations, when there is a reasonable link between the employee’s suspected online or social media activity and the County’s legitimate business interests,

and when reasonable cause exists to believe that the employee's internet or social media activity constitutes, or provides evidence of, potential misconduct, unlawful or unethical behavior, or policy or rule violations. Such information will only be used for employment purposes unless required to be released to other parties by a valid court order or as otherwise required by law

ARTICLE 19 - TERMINATION AND CONTRACT NEGOTIATIONS

Unless otherwise agreed, the effective date of this Agreement shall be July 1, 2021. This Agreement will remain in effect until June 30, 2024.

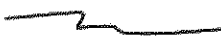
On or before April 1, 2024 at the written request of either of the parties, the County and the Union shall meet to renew or renegotiate this Agreement. Negotiations shall be conducted at time mutually convenient to both parties. When negotiations are conducted during working hours, Employee representatives shall receive their normal wages.

During the period of negotiations over any proposed changes, this Agreement shall remain in full force and effect.


IT IS SO AGREED:

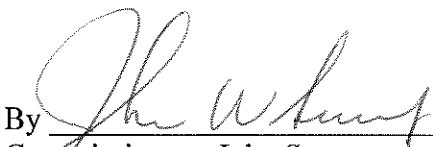
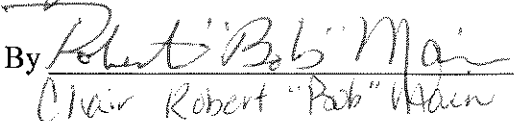
TEAMSTERS LOCAL #223

COOS COUNTY

By:  223 07152021
Mike Mann - Teamster Local #223 Date

By:  7/20/21
Commissioner - Melissa Cribbins Date

 7/15/2021
By: _____ Date
Leslie Sloy - Teamsters Local #223
Secretary/Treasurer

By:  7/20/21
Commissioner - John Sweet Date
By:  7/20/21
Chair Robert "Bob" Mann

**223 Road Teamster Local
Fiscal Year 2021-2022
July 1, 2021**

Pay Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
701	Clerical	16.64	17.14	17.65	18.17	18.73	19.28
801	Maintenance Worker I (No CDL)	17.73	18.27	18.81	19.37	19.96	20.56
802	Maintenance Worker II	18.84	19.40	19.99	20.58	21.20	21.84
804	Maintenance Worker IV	21.42	22.07	22.72	23.40	24.11	24.83
805	Maintenance Worker V	22.37	23.04	23.73	24.44	25.17	25.93
806	Maintenance Worker VI	24.64	25.38	26.14	26.93	27.74	28.57
807	Fleet Service I	19.96	20.56	21.17	21.81	22.47	23.13
808	Fleet Service II	21.06	21.70	22.34	23.02	23.71	24.43
809	Fleet Service III	21.87	22.53	23.21	23.90	24.62	25.36
810	Fleet Service IV	22.46	23.12	23.82	24.54	25.27	26.02
811	Fleet Service V	24.64	25.38	26.14	26.92	27.74	28.56

REQUIREMENTS OF OREGON'S SICK TIME LAW¹

ATTACHED AND INCLUDED AS AN ADDENDUM TO ARTICLE 9 OF THE 2017-2021 COOS COUNTY/TEAMSTERS LOCAL #223 (ROAD DEPARTMENT) COLLECTIVE BARGAINING AGREEMENT

For what purposes may sick time be used?

Employees are entitled to use sick time 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. To donate sick time to another employee for qualifying purposes if the employer has a policy allowing such donations.
9. 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.

¹ Taken from www.oregon.gov/boli/WHD/OST/Documents/Sick-Time-Poster.pdf