

**AGREEMENT BETWEEN**

**HOOD RIVER COUNTY**

**AND**

**HOOD RIVER LOCAL NO. 2503**

**COUNCIL NO.75**

**AFSCME**

**EFFECTIVE THROUGH JUNE 30, 2028**

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## **PREAMBLE**

This Agreement is entered into by Hood River County, a political subdivision of the State of Oregon, hereinafter called "County" and the Hood River Local No.2503, affiliated with Oregon Public Employees Council 75, of the American Federation of State, County and Municipal Employees AFL-CIO, hereinafter referred to as the Union.

## **ARTICLE 1**

### **DEFINITIONS AND INTERPRETATION**

**Section 1- Scope of Bargaining Unit:** The bargaining unit covered by this Agreement shall be all Hood River County employees who work 20 hours or more per week in the following departments: Forestry, Public Works including Parks & Buildings. This shall exclude positions that are supervisory, confidential employees, employees working less than 20 hours per week, and temporary or seasonal employees as defined.

**Section 2- Seniority:** "Seniority" is the length of continuous service worked by an employee in a Department for the County. Departmental seniority shall apply in determining vacation scheduling and layoffs. Seniority shall be broken if an employee:

- a) Quits;
- b) Is discharged for just cause;
- c) Is laid off and fails to respond to written notice as provided in Article 15, Section 15.2;
- d) Is laid off work for a period of time greater than twelve (12) months or a period of time equal to their department seniority, whichever is shorter;
- e) Fails to report to work at the termination of an extended leave of absence;
- f) While on leave of absence accepts employment without permission;
- g) Retires.

**Section 3- Seasonal Employee:** A seasonal employee shall be any employee who is notified at the time of hire that such employment is for a period of time not to exceed nine (9) months. A seasonal employee will be laid off at the end of the season and may be recalled again when season starts. Seasonal employees are not members of the bargaining unit.

**Section 4- Temporary Employee:** A temporary employee shall be any employee who is notified at the time of hire that the employment is temporary in nature and for a specific project or duration. Normally, temporary assignments would not exceed six (6) months, and in no event, would exceed 12 months.

The County shall notify the Union any time a temporary assignment exceeds six (6) months. A temporary employee will be terminated at the completion of the project. Temporary employees are not members of the bargaining unit.

**Section 5- Regular Employee:** A regular employee shall be any employee who is hired in a classification for a period of more than 6 months at a minimum of 20 hours per week, and attains regular status after successfully completing a nine (9) month trial period. Regular employees scheduled for 40 hours work per week are full time. Regular employees scheduled for at least 20 hours per week, but less than 40 per week, are part time.

## **ARTICLE 2**

### **RECOGNITION**

The County recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating with the County on matters concerning employment relations for all employees of the County employed in one of the pay classifications within the recognized unit set forth in Schedule "A" of this Agreement, excluding supervisory and confidential personnel and temporary and Seasonal employees. Temporary employees shall be those employees hired for a specific project with a limited duration of six months or less. Seasonal employees will be laid off at the completion of each season, (not to exceed 9 months), with the expectation they may be recalled for work the following season.

## **ARTICLE 3**

### **SCOPE OF AGREEMENT**

The parties acknowledge that during negotiations, which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in full in this Agreement. Therefore, for the life of this Agreement, the County and the Union each voluntarily and unqualifiedly waive the right,

and each agrees that the other will not be obligated to negotiate collectively with respect to any subject or matter, whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the parties at the time of the negotiation of signing of this Agreement.

#### **ARTICLE 4**

#### **MANAGEMENT RIGHTS**

The rights to manage in every respect the functions of the “County” and of its employees are vested exclusively in the County, except to the extent that such rights are expressly modified by specific provisions of this Agreement.

The County shall have the right to contract or sub-contract all work which is required by law to contract or sub-contract and may contract or sub-contract other work provided that the effect of such contracting or sub-contracting would not result in the layoff of current employees or reduction to the regularly scheduled hours of work available to current employees.

#### **ARTICLE 5**

#### **UNION SECURITY**

**Section 1- Dues Deduction:** All employees covered by this agreement shall have the voluntary choice of whether to become members of the Union. The County agrees to deduct the uniformly required Union membership dues and other authorized fees or assessments once each month from the pay of those employees who have authorized such deductions in writing, and the County has a copy of such written authorizations.

**Section 2- Notifications:** The union shall be notified of any and all changes to the wage scale, and shall also be notified of any changes to the classification system. The Union shall be notified monthly of all new hires and/or changes in the following for existing employees; the employee’s name, home address, classification, rate of pay and date of employment, job title, status change such as retirement or leaving a bargaining unit position. The Union shall provide notice to the County in writing of employees how have chosen to become members of the Union. Additionally, the Union shall notify the employer of newly elected or appointed to union office.

**Section 3- Months:** For the purpose of calculating months to determine the beginning or end of the payroll deductions, dues or like amounts shall be deducted for any calendar month during which the employee works ten (10) working days or more.

**Section 4- Hold Harmless:** 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 any County action taken pursuant to the provisions of this Article, however, the County shall cover any and all cost associated with the enforcement of this provision. The Union and the County each agree to reimburse any monies paid or not paid in error within thirty (30) days of notification of such error.

**Section 5- PECBA Designated Representatives:** The County will comply with ORS 243.798 – Reasonable Release Time and ORS 243.804 – Reasonable Access to Employees for Designated Representatives who are certified in writing submitted to the County by the Union council.

## **ARTICLE 6**

### **HOURS OF WORK**

**Section 1- Daily Schedule:** The workday for all employees may be either eight (8) hours or ten (10) in duration, exclusive of meal periods.

**Section 2- Work Week:** The regular work week may consist of five (5) consecutive workdays of eight (8) hours or four (4) consecutive workdays of ten (10) hours, exclusive of meal periods.

**Section 3- Rest Periods:** Each employee shall be allowed a fifteen (15) minute rest period during the first four (4) hours of the work day, and a fifteen (15) minute rest period during the remaining period of the employee's work day, which shall be scheduled in accordance with the operating requirements of each division, section or work crew.

Employees who are required, for any reason, to work beyond their normal work period shall receive a fifteen (15) minute rest period before they start to work on the next scheduled shift, when it is anticipated the overtime is to exceed a minimum of one and one-half (1-1/2) hours.

**Section 4- Meal Periods:** All employees shall be granted a meal period during each work shift. To the extent consistent with operating requirements of each Department, each meal period shall be scheduled as near as possible to the middle of the work day. Meal periods of at least thirty (30) minutes will be provided to employees who work six (6) or more hours in one work period. No meal is required if the work period is less than six (6) hours. Additional meal periods

will be provided to employees who work fourteen (14) hours or more in a shift. If an employee is working more than fourteen (14) hours, the employee's second meal period shall be paid.

**Section 5- Clean-Up Time:** The County shall provide the required facilities for the employee's clean-up, with necessary paid time allowed for clean-up.

**Section 6- Change of Working Hours:** Except as provided below, the County shall give at least two (2) working days advance notice, in writing, to any employee whose normal time for reporting to or departing from work are to be changed. Failure to comply with this section by the County, the employee shall be paid at the rate of time and one-half (1-1/2) of their normal rate of pay for those hours so worked outside of their normal time for reporting and departing from work, until the employee receives the two (2) working days notice of the change.

However, when the change in work schedule is due to circumstances that are outside the control of the County, and could not reasonably have been foreseen at least two (2) days in advance, such advance notice of shift change shall not be required.

The employer must notify the employees before 3:30pm on Friday if the employee is scheduled for any shifts on the weekend or on call for the weekend. When an employee is called back to work outside of their established work shift/schedule, and not previously scheduled in advance, or on standby, the employee has the discretion to freely choose whether to return to work (without consequence or fear of disciplinary action).

**Section 7- Call-In:** In the event a regular employee is called to work outside of their established work shift/schedule, and not previously scheduled in advance or on call, and said employee reports for work, the employee shall be provided compensatory time equivalent to two (2) hours, for inconvenience. If work is available, the employee shall be provided compensatory time equivalent to time and one-half for hours actually worked.

**Section 8 – Mandatory On-Call:** The Employer may assign employees to be On-Call, and employees assigned as such must report to work when called. An assignment of Mandatory On-Call shall not be considered a change of working hours under this Agreement. Employees assigned to be on-call over a weekend shall be paid \$50 per each day of the weekend. If a holiday falls during a weekend the employee is assigned to be on-call, the employee shall be paid \$75 on the day of the holiday. If employees are called-in to work, the employee shall be compensated pursuant to Section 7 above. Management will notify the employee(s) scheduled to be on mandatory on-call at a minimum before 3:30pm on Friday.

**Section 9- Four/Ten Schedule:** Notwithstanding, the foregoing, the County may institute a permanent or temporary “4/10” schedule based on operational need. When a “4/10” schedule is in effect, the following shall apply:

a) If a “4/10” schedule is to be utilized by the County, all employees within an individual’s work group, i.e., Public Works, Shop, Survey, Engineering Office, Forestry, or Parks/ Buildings may be placed on a “4/10” schedule. Employees within the work groups may request as a group to be scheduled to work “4/10” work days.

b) The work schedule shall call for four consecutive ten hour days per week commencing with Monday and ending on Thursday or commencing on Tuesday and ending on Friday, dependent on operational needs.

c) Overtime pay shall only apply to hours in excess of ten in a day, forty in any week, or upon the fifth, sixth or seventh day of work in any week.

d) Vacation shall continue to accrue on the basis of eight hour days and if taken during the period that the “4/10” is in effect, to be charged on the basis of ten hours for each work day taken off.

e) Holidays observed during the period that a “4/10” is in effect shall be paid at the rate of ten hours for each holiday. If a holiday falls on Friday or Saturday, the holiday shall be observed on the preceding scheduled work day (i.e. Thursday or Friday), or if the holiday falls on Sunday or Monday, it shall be observed on the succeeding scheduled work day (i.e., Monday or Tuesday).

## **ARTICLE 7**

### **OVERTIME**

**Section 1- Overtime:** The Department Head or one of their supervisors, whenever in their judgment they deem it necessary, because of emergency or for the purpose of efficiency, economy or otherwise, may require one (1) or more of their respective employees to work overtime on any day, at any hour and for so long a period of time as they specify. An employee shall be compensated at the rate of time and one-half (1-1/2) rounded off to the nearest quarter hour for work under the following conditions, but in no event shall such compensation be received twice for the same hours: (1) All assigned work in excess of eight (8) hours on any scheduled work day; (2) All assigned work in excess of forty (40) hours in any work week, as defined in this Agreement.



**Section 2- Form of Compensation:** Overtime compensation shall be in the form of compensatory time off or in cash as follows:

- a) Employees shall be allowed to accumulate overtime to a maximum of 120 hours of compensatory time.
- b) All accumulated compensatory time in excess of 120 hours shall be paid in cash by the second pay period after compensatory time is earned, unless an employee is approved by the County to use compensatory time in excess of 120 hours.

**Section 3- Overtime Distribution:** The County shall continue to make a good faith effort to equally distribute overtime work among employees with comparable skills who desire to work overtime and who work at the same location; however, work which is an extension of the regular day activities shall not be subject to this provision.

## **ARTICLE 8**

### **VACATION LEAVE**

**Section 1- Accrual Rates and Maximums:**

It is the policy of Hood River County to provide regular full or part-time employees with vacation time. The rate of vacation earning is determined by the employee's length of service from their hire date. Employees shall start accruing vacation benefits from their first date of employment. Accrued vacation may be used after 90 days of continuous employment as approved by the department's leadership.

Resignation, retirement or termination of an employee within their initial employment trial period shall cancel and nullify the employee's right to vacation payout based on the partial year's employment.

Employees who have obtained "regular employee" status, after the initial trial period, will be paid out unused accrued vacation on the date of their resignation, retirement or termination.

<b>Vacation Accrual Rates Per Years of Employment (Full Time**)</b>		
Up to 1 year	8 hours per month	96 hours total
2 <sup>nd</sup> Year thru end of 5 <sup>th</sup> Year	10 hours per month	120 hours total
6 <sup>th</sup> Year thru end of 9 <sup>th</sup> Year	11 hours per month	132 hours total
10 <sup>th</sup> Year thru end of 14 <sup>th</sup> Year	12 hours per month	144 hours total
15 <sup>th</sup> Year thru end of 19 <sup>th</sup> Year	14 hours per month	168 hours total
20 <sup>th</sup> Year and above	17 hours per month	204 hours total

\*\* Part time employees vacation accrual rate shall be pro-rated based on the number of hours worked.

Temporary and seasonal employees shall not accrue vacation benefits.

Employees receiving Worker's Compensation shall not accrue vacation after being off work for all or part of two consecutive payroll periods.

Employees shall be permitted to accumulate vacation hours to double the annual accrual rates for years 0 thru 19, with a maximum accrual for year 20+ being 384 hours.

Vacation earnings shall not be credited to employees over the maximum accrual allowed. If an employee reaches their maximum vacation accrual and is no longer receiving vacation credit they will be required to take a minimum of 40 hours vacation. Department Leadership has the final determination of vacation time, based on operational needs and the availability of vacation coverage, and shall respond granting or denying the vacation requests in writing within two weeks of receipt of the request. If the employee has been denied vacation requests at least two times in the last 12 months, up to 40 hours of vacation may be paid out to the employee, in lieu of taking time off. Any exception or vacation payout must be pre-approved by the County Administrator with notice to the Budget & Finance Department.

<b>Maximum Vacation Accrual Per Years of Employment</b>		
Up to 1 year		192 hours total
2 <sup>nd</sup> Year thru end of 5 <sup>th</sup> Year		240 hours total
6 <sup>th</sup> Year thru end of 9 <sup>th</sup> Year		264 hours total
10 <sup>th</sup> Year thru end of 14 <sup>th</sup> Year		288 hours total
15 <sup>th</sup> Year thru end of 19 <sup>th</sup> Year		336 hours total
20 <sup>th</sup> Year and above		384 hours total cap

**Section 2- Part- Time Employees:** Part-time employees shall be credited with vacation pro-rata that amount indicated in Section 1 of this Article that their normal or average hours of work each month compared to the hours of work of regular employees.

**Section 3- Vacation Use:** In all cases, vacation shall be scheduled with the approval of the department involved. Vacation times shall be selected on the basis of seniority; however, each employee shall be permitted to exercise their seniority only once in each year. No employee shall fail to take less than five (5) working days of paid vacation each year after one (1) full year of continuous employment.

**Section 4- Payment in Lieu of Vacation Time:** No employee shall be paid extra wages or salary over and above the regular amount paid in lieu of annual leave or for working instead of utilizing vacation time earned, unless they have prior written approval from County Administrator.

**Section 5- Payment Upon Termination:** Upon termination of a regular employee for any reason, all accumulated vacation shall be paid in the employee's name.

## **ARTICLE 9**

### **SICK LEAVE**

**Section 1- Accumulation:** All employees will earn eight (8) hours of sick leave with pay for each full calendar month worked. A total of 180 days (1440 hours) of sick leave may be accrued by each employee. Sick Leave shall not accrue during any period of leave of absence without pay.

**Section 2- Part-Time Employees:** Part-time employees shall be credited with sick leave pro-rata that amount indicated in Section 1 of this Article that their normal or average hours of work each month compares to the hours of work of regular full time employees.

**Section 3- Utilization of Sick Leave:** Sick leave with pay is intended to be utilized when a regular employee is unable to perform their duties by reason of illness or injury beyond their control, and for dental or medical care of the employee, if such care is necessary and essential to the employee. The employee shall notify their Department Head of absence due to illness or injury, and the nature and expected length thereof, prior to the time such employee would otherwise have reported to work. The Department Head, in their discretion, may require proof of the reason for utilization of sick leave, and may require a physician's statement or certificate.

Any illness or disability for which the employee is or could be eligible for benefits under Workers Compensation shall not be covered under the terms of this Article but shall be covered by the provisions of Article XII, Section 1.

An employee shall not work for other than the County while on sick leave until such time as they have requested and received permission from the Department Head in writing. Permission may be given where the work requested to be performed will not aggravate, prolong or complicate their illness or injury.

**Section 4- Sick Leave for Illness of Members of Family:**

(1) Sick leave may be utilized because of death or critical illness of a regular employee's spouse, children, parents, spouse's parents, grandparents, brothers, sisters, and grandchildren. Stepparents, stepchildren, stepbrothers, and stepsisters are considered immediate family when they reside in the household of the employee. The employee may be required to furnish satisfactory evidence of such illness. An employee has the right to appeal denial of use of sick leave to the County Administrator.

(2) The above does not preempt any Federal or State labor law, such as the Family Medical Leave Act of 1992.

**Section 5- Emergency Hardship Leave:** When an employee experiences a catastrophic hardship or is suffering from a serious illness or injury, another employee may voluntarily transfer a portion of their accrued vacation or accrued compensatory time to a recipient employee under the following circumstances:

**A. Donating Employees**

1. An employee who has completed the trial period may donate up to five (5) days of accrued vacation leave per year or accrued compensatory hours in full day blocks.
2. Donating employees must retain a minimum vacation accrual balance of five (5) working days after the number of donated days has been subtracted from their vacation balance.
3. Donating employees shall complete a form approved by the County authorizing the donated hours to be credited to the recipient employee.

**B. Recipient Employees**

1. An employee who has completed the trial period may receive donated vacation days or compensatory hours from donating employees. Donated hours shall be converted for use to the recipient employee's sick leave accrual balance.
2. A recipient employee shall be eligible to receive donated time only after the recipient employee's own sick leave, comp. time, and vacation balances have been completely exhausted.
3. Donated comp. or vacation days can be credited to the recipient employee's sick leave

account only for serious illness or injury of the recipient employee that causes time off exceeding ten (10) working days.

4. The maximum number of donated days or hours which a recipient employee will be eligible to receive as sick leave for one illness or injury, shall be sixty (60) working days or 480 hours.

**C. Procedure and Limitations**

1. Employees may arrange for the donation of days in advance of the need of the recipient employee, but only for a specified, known illness or injury.
2. In the event donated days are not used by the recipient employee, they will remain as accrued sick leave available to the recipient employee. In the event the recipient employee leaves county employment, the sick leave balance is forfeited.
3. Donation and receipt of donated days may be between County employees without regard to bargaining unit membership.

**Section 6- Retirement Credit:** The County agrees to exercise its options under ORS, Chapter 238, requesting the Public Employees Retirement System to include the monetary value of one-half (1/2) of the accrued value of the accumulated sick leave of each retiring employee in computing the employee's "final average salary".

**ARTICLE 10**

**OTHER LEAVE**

**Section 1- Leave of Absence:** A leave of absence without pay may be granted after the employee has submitted a written request to the Department Head stating the reason for the leave of absence and such request has received prior written approval by the Department Head and the Administrator. Except for Family Medical Leave, parental leave or military leave, no leave of absence shall be granted if it creates a public service operational problem as determined by the Department Head, particularly if it is not feasible to retain the current position pending the return of the employee requesting the leave of absence.

**Section 2- Jury and Witness Duty:** An employee shall be granted leave with pay for jury duty, provided that such employee shall report for regular duty if the jury duty does not require a full shift or at such times as jury duty ends prior to the end of the normal work day.

Leave with pay shall also be granted to an employee subpoenaed as material witness in a criminal, civil or other official proceeding or trial provided they are not a party in interest to the proceeding. No paid leave will be allowed when

the Union is a party to the proceeding. As a condition of receipt of leave with full pay, the employee must agree, in advance, to turn over to the County all jury and witness fees at the time they are received.

**Section 3- Military Leave:** Military, alternative service and peace corps leave shall be granted in accordance with Oregon Law.

**Section 4- Education Leave:** An employee, at the discretion of the Department Head, may upon request, be granted a leave of absence without pay, for educational purposes, at an accredited school, when it is related to their employment. The period of such leave of absence shall not exceed one (1) year, but it may be renewed or extended at the request of the employee, when necessary. An employee may also be granted leaves of absence without pay at the discretion of the Department Head for educational purposes for reasonable lengths of time to attend conferences, seminars and other functions that are intended to improve or upgrade the individual's skill or professional ability provided that it does not interfere with the operation of the County.

No leave of absence shall be granted if it creates a departmental operational problem, as determined by the Department Head, particularly if it is not feasible to retain the current position pending the return of the employee requesting the leave of absence.

**Section 5- Voting Time:** Employees who are registered voters shall be granted adequate time to vote on any official election day, if, due to a shift or work scheduling, they would otherwise not be able to vote.

**Section 6- Parental Leave:** Employees shall be entitled to parental leave as required by Oregon law.

**Section 7 – Bereavement Leave:** Employees may take up to two (2) weeks of unpaid leave in accordance with the Oregon Family and Medical Leave Act. Additionally, the County provides employees up to three (3) days paid bereavement leave for the death of immediate family members as defined in Article IX, which shall run concurrently with bereavement allowed by law.

## **ARTICLE 11**

### **HOLIDAYS**

**Section 1- Paid Holidays:** The following shall be recognized as holidays:

New Year's Day	Labor Day
President's Day	Veterans' Day
Martin Luther King Jr. Birthday	Thanksgiving Day

Memorial Day  
Independence Day  
Juneteenth

Day after Thanksgiving  
Christmas Day

Whenever a holiday falls on Sunday, the following Monday shall be observed as a holiday in that year. Whenever a holiday falls on Saturday, the preceding Friday shall be observed as the holiday in that year. The dates for the above holidays shall be those designated by Oregon State Law defining legal holidays in ORS 187.010 and ORS 187.020 or any subsequent amendments.

**Section 1.1- Personal Holiday hours:** Each regular employee shall be credited with four (4) floating holidays, equal to thirty-two (32) hours, during each calendar year. Such holiday shall be subject to the scheduling needs of the department. New hire employees shall be required to attain regular status to be eligible to utilize personal holiday hours. New hires shall be credited a prorated number of hours based upon the hire date and the remaining portion of the calendar year. Personal holiday hours shall not carry forward from one calendar year to the next, and upon resignation, termination, or layoff an employee shall not receive any compensation for an unused personal holiday hours. Additionally, based on availability of the County's budget, employees, upon the end of the County's fiscal year (June 30), may elect to convert up to sixteen (16) hours of unused personal holiday into a County contribution into an employee VEBA.

**Section 2- Holiday Work:** Employees shall receive eight (8) hours pay, or ten (10) hours pay, depending on the current adopted workweek, for each of the holidays listed above on which they perform no work.

- a) To be eligible for holiday pay, an employee must have been employed for at least ten (10) days prior to the holiday and in a pay status for the entire day before and after the holiday.
- b) Part-time employees shall receive holiday pay in the event the holiday falls on a day normally worked by that employee and if they otherwise meet the conditions set forth herein, but only for the number of hours they would have regularly worked on the holiday.
- c) Full-time Employees: Employees who are regularly scheduled to work forty (40) hours per week and whose regularly scheduled day off falls upon the day of a holiday observance, shall either be compensated for an additional eight (8) hours or ten (10) hours pay, depending on the current adopted work week at the straight time hourly rate or may receive the previous or later scheduled work day off as identified in Article VI, Section 8 (e) Holidays Observed, dependent on the needs of the department. Additional days off will not be required due to

snow removal operations on holidays.

**Section 3- Holiday Pay:** All work performed on the day of a holiday observance shall be at one and one-half (1-1/2) the regular rate of pay and in addition to any holiday pay provided for herein.

**Section 4- Holiday During Leave:** Should an employee be on authorized leave when a holiday occurs, such holiday shall not be charged against accrued leave banks.

## **ARTICLE 12**

### **FRINGE BENEFITS**

**Section 1- Worker's Compensation:** All employees will, in accordance with applicable statute, be insured under the Workers Compensation Law. The employee may utilize any accrued leave for the first three calendar days if the period of the temporary disability is for less than 14 calendar days (for non-hospitalized injuries). The employee will reimburse any accrued leave bank equal to any compensation paid for the same period by Worker's Compensation. During the period that the employee qualifies for time loss benefits (but not after a permanent disability has been awarded or after the employee has been certified to return to full or partial duty), the County will continue to contribute towards the cost of Medical, Dental and Life Insurance as though the employee were working.

**Section 2- Medical Insurance:** The County shall contribute 85% of the premium for the full time employee and/or employee and dependents each month on either plan. The employee will contribute 15% of the premium each month.

The County will contribute 85% of the employee only rate per month for part time employees.

(Note: The County does not intend to provide dual or double coverage for an employee whose spouse is also covered under a County medical plan.)

If the employee and spouse are both employed by Hood River County, the County shall provide coverage at 85% of the Employee and Spouse premium rate for the applicable year for one full time employee per month until such time as another dependent is added to the coverage.

The County shall make available to employees, 30 days in advance of each contract year, a choice of health plans unless the Benefit and Fact Finding Committee recommends a single plan. The County will not voluntarily change insurance carriers or benefit levels without first arranging to meet with the Education and Fact Finding Benefit Committee member volunteers and elected union officers to consider alternative plans and/or benefit levels. The Committee will make



recommendations to the Board of Commissioners.

One plan shall include vision coverage.

The County shall provide dental insurance coverage for eligible employees.

The County shall contribute a maximum of \$150.00 per month for full family dental coverage.

**Section 4- Life Insurance:** The County shall provide life insurance coverage of at least \$10,000 until age 70, on behalf of each employee.

**Section 5- Long Term Disability:** The County will provide a Long Term Disability plan for the group that will pay benefits 90 days after a disabling injury. Employees may not jointly utilize any other paid leave while being compensated under this plan.

**Section 6- Effective Date:** Medical, dental and life insurance shall become effective for employees on the first of the month following their date of employment. In order to maintain coverage, an employee needs to work 80 hours or more in the preceding month. Hours of work shall include sick leave hours, vacation hours, compensatory hours and holiday hours.

**Section 7- Retirement Pick-Up:** The County will “pick-up” or pay the employee’s 6% retirement contribution to the Oregon Public Service Retirement Plan, or its successor, for all eligible employees.

**Section 8 VEBA:** Effective July 1, 2025, the County shall establish a medical savings account, Voluntary Employees’ Beneficiary Association (hereinafter VEBA) Plan under Section (c)(9) of the Internal Revenue Code for each employee of the Union. Based on availability of the County’s budget, employees, upon the end of the County’s fiscal year (June 30), may elect to convert up to sixteen (16) hours of unused personal holiday into a County contribution into an employee VEBA.

## **ARTICLE 13**

### **GRIEVANCE PROCEDURE**

**Section 1- Grievance Processing:** It is recognized that from time to time questions may arise concerning the provisions of this Agreement. To accommodate the amicable and timely resolution of such questions, the parties agree that when the parties to this Agreement disagree as to the respective interpretation or application of the provisions of this Agreement, such disagreement shall be settled according to the terms herein-under provided. The employees may, at their

discretion, elect to be represented by a Union representative(s) at the first three (3) steps of this procedure. Only the Union, however, may pursue a matter to binding arbitration.

Step 1: The aggrieved party shall, within fourteen (14) calendar days of the occurrence of their demonstrated first knowledge, whichever shall occur later, meet with the immediate supervisor in an effort to resolve the grievance informally. Any grievance resolved at Step 1 is non-precedent setting.

Step 2: If the grievance is not resolved in Step 1, it shall be filed in writing with the Department Head within twenty-one (21) calendar days of the occurrence of the grievance or the employee's demonstrated first knowledge of same, whichever shall occur later. The written grievance shall provide:

- a) A specification as to the specific County action or lack of action that is the cause of the grievance;
- b) The specific Article(s) and Section(s) and Subsection(s) thereof alleged to have been violated; and
- c) The specific adjustment required.

The Department Head shall investigate the particulars of the grievance and shall furnish a written reply within seven (7) calendar days of receipt.

Step 3: If the grievance is not resolved in Step 2, above, it shall be referred to the County Commission or designee in writing within fourteen (14) calendar days thereafter. The written notice shall contain the items required in the notice specified in Step 1. The County Commission shall consider the matter and shall issue a written decision within twenty-one (21) calendar days of the date the dispute is submitted to them.

Step 4: In the event the County Commission's decision is not satisfactory, the Union may, within fourteen (14) calendar days after receiving the written reply, serve written notice to the County Commission or designee of its intention to file the grievance with the Employee Relations Board for settling the dispute.

Failure by the County to respond to a grievance within the time limits specified herein shall constitute the County's rejection of the grievance at that step and allow the grievance to be pursued by the Union at the next step. The Union shall not be required to pursue to ERB any grievance which, in its sole determination, lacks merit. Failure by the Union to pursue the grievance on a timely basis at any step as outlined in the Article, shall constitute a dismissal of the grievance.

**Section 2- Grievance Processing:** Only the Chief Steward, Local Union President, Council 75 and International Union representatives shall have the authority to settle grievances. The Union may, however, appoint stewards who may participate in and assist in the processing of grievances. When meetings regarding the processing of grievances are held with County management during the regular working hours of the employees involved, the employee shall not suffer a loss of regular pay as a result of attendance at such meeting.

## **ARTICLE 14**

### **GENERAL PROVISIONS**

**Section 1- No Discrimination:** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the employer the responsibility for applying this provision of the Agreement.

**Section 2- Commercial Driver's License:** Employees applying for an Oregon commercial driver's license shall be granted time off with pay to apply for such license.

**Section 3- Protective Clothing:** Protective clothing will be provided by the County for mechanics and the servicemen. Other protective clothing or devices, to include rain gear, will be provided as presently provided by the County at the effective date of this Agreement. The County will also provide protective shirts for those called upon to fight fires.

It is expressly recognized and understood that title for all protective clothing issued remains with the County and that upon termination of employment for any reason whatsoever, all protective clothing will be returned to the County or purchased from the County at the original purchase price paid by the County. Final payment of wages to the employee shall be contingent upon satisfaction of this Section. The loss (not normal wear and tear) of any assigned items by an employee as a result of negligence or wrongful and willful misconduct while the execution of their duties or any loss of protective clothing not arising out of the employee's conduct or their duties, shall require replacement of such equipment with all costs attendant thereto borne by the employee.

**Section 4- Personnel Files:** A copy of all reports, memoranda or notes pertaining to an employee's job performance or attitude which are to be placed in the employee's personnel file, will be given to the affected employee. An employee shall be allowed to inspect their personnel file at any reasonable time. Any reprimand or other record of

disciplinary action may be removed from the employee's personnel file after one (1) year from the date of its issuance provided the employee requests its removal and the department head agrees to remove the material. After three (3) years from the date of any reprimand or other record of disciplinary action all material pertaining thereto shall be removed upon the request of the employee, provided there has been no other new cause of disciplinary action during the intervening three (3) year period.

**Section 5- Bulletin Board:** The County agrees to allow the Union to use the existing bulletin boards located in the County Shops (two (2) at the main shop, one (1) at Parkdale and one (1) at the Forestry Building). The Union shall limit its posting of notices and bulletins to such bulletin boards and contents of such notices and bulletins shall be limited to information as it relates to employees and Union business. County and Union shall each designate one (1) principal and one (1) alternate responsible for management of the boards.

**Section 6- Travel Pay:** Whenever an employee is required to travel in the performance of their duty, such employee shall be allowed, in addition to their wage compensation, the actual and necessary travel expenses as defined in the County's Personnel Code. If an employee is assigned to work outside of Hood River County which requires an overnight stay, the employee shall receive \$25.00 per night in addition to travel expenses plus wages, beginning from the first night, provided there is work on the next day or if ordered to stay the night. This additional compensation will be excluded when the overnight stay is required to participate in ongoing training or educational programs.

**Section 7- Portal to Portal Pay:** Employees shall report to their permanent place of reporting at the designated starting time of the shift and shall return to their reporting place so as to be off work by the designated quitting time.

**Section 8- Job Posting:** Except in emergency situations the County agrees to post all job vacancies including new positions within the bargaining unit and for supervisory positions within the Department of Public Works, and Forestry for a minimum period of five (5) days upon the established bulletin boards (two at Main Shop and one at Parkdale) prior to filling the position.

**Section 9- Classification Descriptions:** When any modification in the currently adopted classification plan is instituted by management, it shall not be done for arbitrary or capricious reasons. In the event the County adds, modifies, or eliminates a classification, the County shall provide the Union with notice of the change.

Any unresolved complaint as to the reasonableness of a change in rules or conditions shall be resolved through the grievance procedure.

## ARTICLE 15

### LAYOFF AND RECALL

**Section 1- Layoff:** In the event of a layoff of employees, selection of employees retained will be in accordance with the seniority within the affected job classification(s), so long as the senior employees possess qualifications, aptitude and ability to perform the work equal to those of the employees laid off.

Only in the event of a layoff shall employees have bumping rights. An employee displaced from their job by reason of a layoff shall be entitled to bump or displace an employee in an equal or lower job classification, provided the displacing employee has greater County seniority and possesses qualifications, aptitude and ability to perform the work equal to the employee they displace.

In the event the Union considers the Supervisor's above determination as to relative qualifications, aptitude and abilities to have been arbitrary and in bad faith, it may submit that question as a grievance for handling in accordance with the grievance procedure, commencing at Step 2 thereof.

**Section 2- Recall:** In the event a reduction in force has occurred, employees will be recalled in the reverse order of layoff provided such employee is qualified to perform the available work.

An employee who is laid-off will remain on the laid-off list and be eligible for recall for twelve (12) months. The County shall notify a laid-off employee of a position opening by registered letter, return receipt requested, at their address of record as maintained in the employee's personnel file. It shall be the employee's responsibility to insure that their current address is on file at the time the layoff occurs and to provide notification of any change of address following the date of layoff in writing by certified mail. The laid-off employee, upon receipt of notification of recall, shall send by certified mail a letter of intent post-marked no later than five (5) calendar days from the date of receipt of such notification, indicating acceptance or rejection of the position and have an additional fourteen (14) days there from in which to begin active employment. If the employee cannot be reached at their address of record, fails to respond within the allotted time, or if they reject any position offered to them which is at least equivalent to the one held prior to layoff, they shall forfeit all re-employment rights.

Employees who wish to waive re-employment rights may do so by written notification to the Company. Employees returning from layoff shall have previously accrued sick leave and seniority reinstated, but shall not receive benefits for the period of layoff.

## ARTICLE 16

### PROMOTION/TRANSFERS/DISCIPLINE

**Section 1- Trial Service Employees:** Until such time as a new employee has been designated as a regular employee by the County, they shall be designated a trial service employee and shall be subject to termination of employment with or without just cause and without access to the grievance procedure or process. An employee shall be designated as a regular employee after nine (9) months of employment. Trial service employees may utilize sick leave after 90 days, and accrued vacation after six (6) months.

**Section 2- Promotions and Transfers:** Any employee who has successfully completed an initial trial service period may not be discharged except for just cause as provided in Section 3 hereof. Such an employee may, however, during the first six (6) months after promotion or lateral transfer, be returned to their previous position without recourse to any claim whatsoever of a violation hereof.

**Section 3- Discipline:** Disciplinary action shall include, but is not necessarily limited to, the following:

- a) Written reprimand;
- b) Demotion;
- c) Suspension; and
- d) Discharge.

A written reprimand may include notice of suspension, demotion or disciplinary probation or warning of further disciplinary action which will ensue upon repetition or further cause for disciplinary action. Disciplinary action may be imposed upon an employee for failing to fulfill their responsibilities as an employee of the County. Conduct of an employee which hinders the operation of the County shall be considered just cause for disciplinary action. Also, the willful giving of false information, or the withholding of information in making application for employment, or willful violation of departmental rules, shall be considered just cause for disciplinary action. Any disciplinary action imposed upon employees shall be protested only as a grievance through the regular grievance procedure. If the department head or other supervisory employee has reason to discipline one or more of their employees, they shall make reasonable efforts to impose such discipline in a manner that will not unduly embarrass or humiliate the employee or the public. At the time that disciplinary action is taken, the employee shall be provided with a statement of the reasons and the cause(s) for the disciplinary action.

## ARTICLE 17

### WAGES

**Section 1- Pay Day:** Employees shall be paid 24 times per year. Pay periods shall be computed twice monthly, with the first period running from the 1st day of the month through the 15th day of the month. The employees' salary for the first pay period shall be paid by noon on the twenty third (23<sup>rd</sup>) day of the month and the salary for the second pay period shall be paid by noon on the eighth (8<sup>th</sup>) day of the following month. In the event the 8<sup>th</sup> or the 23<sup>rd</sup> falls on a Saturday, Sunday or holiday, the employees shall be paid on the last work day before the 8<sup>th</sup> or 23<sup>rd</sup>.

If a regular payday as described above falls on a Monday which is a holiday, employee pay checks will be available by noon on the preceding Friday.

### **Section 2- Wage Increases:**

Effective July 1, 2024, the hourly and equivalent monthly rates shall be increased by three and one half (3.5%) percent.

Effective July 1, 2025, July 1, 2026 and July 1, 2027, the hourly and equivalent monthly rates shall be increased based on the Consumer Price Index - U.S. City Average for All Urban Consumers for All Items prepared by the Bureau of Labor Statistics, with a minimum increase of two percent (2%) and a maximum increase of five percent (5%).

The increase will be calculated on the average of the monthly increases for the prior calendar year, rounded to the nearest tenth (10<sup>th</sup>).

## ARTICLE 18

### STEP ADVANCEMENT

**Section 1- Trial Period:** Newly hired employees shall advance 1 step on the job classification salary schedule based upon the recommendation from the department head of satisfactory completion of the trial period as specified in Article XVI, Section 1. The step increase awarded at the completion of the 9 month trial period shall establish the annual anniversary date for future annual increases.

**Section 2- Regular Employee:** Each regular employee shall, on their anniversary date, advance one step on the salary schedule, providing the salary range is not exceeded. All employees who currently have a step increase date of July 1 shall retain July 1 as their anniversary date until such time as they may change classifications and establish a new

anniversary date. All such step advancements shall be subject to satisfactory performance. However, no employee shall be denied a step increase unless they were advised with written confirmation at least three (3) months prior to the date the increase was due of those areas where performance deficiencies exist and has failed to adequately correct the specified deficiencies thereafter. Denial of step increase shall not be for arbitrary or capricious reason and shall be subject to the grievance procedure.

**Section 3- Promotions:** Upon promotion, an employee shall be given a salary increase to the lowest step of the higher pay range that will result in a pay increase of approximately five (5%) percent, not, however, less than four (4%) and not to exceed the highest step of the pay range to which the employee is being promoted. A promoted employee shall receive a step increase (not to exceed the top of the pay range), after successful completion of six (6) months in the new classification. The completion of this six month period shall establish a new anniversary date for step increases.

**Section 4- Work Out of Classification:** In the event an employee, for more than four (4) hours in anyone day, is directed by their supervisor to perform work not included in the job description of their classification, but included in the job description of another, higher-paid classification, said employee shall receive a one (1) step or five (5%) percent premium, whichever is greater, for the hours so worked. During the period that an employee is working on a project or assignment in a high-paid classification, the County will not replace the employee with another employee other than one of the appropriate classification, for the purpose of evading the higher classification pay called for in this Section. However, work out of classification pay shall not apply when training.

**Section 5- Acting Supervisor:** When an employee is appointed by letter to be an “acting supervisor”, they shall receive a five (5%) percent premium in pay.

**Section 6- Longevity:** Longevity is based on years of continuous employment with Hood River County. Longevity will be recognized beginning at the completion of each 5 year increment beginning at the completion of year 5 and continuing up to and through the 30th year of service. All longevity will be paid as a separate additional pay on base monthly earnings. The value will appear on the employee Statement of Earnings and Deductions as a separate line item with a clear description for years of service being recognized. Longevity paid is 2.5% per completion of each 5 year increment. Longevity shall not be applied retroactively should a County employee transition into this bargaining unit.



## **ARTICLE 19**

### **STRIKES AND LOCKOUTS**

During the term of this Agreement and any extension thereof, there will be no strikes, no work slowdowns, nor any other concerted interruptions of County service by the employees, actual or constructive. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Union or by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action may be taken by the County against any employee or employees engaged in a violation of this Article. There shall be no lockout of employees in the unit by the County as a consequence of any dispute arising during the period of this Agreement.

## **ARTICLE 20**

### **SAVINGS CLAUSE**

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the court's decision, and the remainder of this Agreement shall not be affected thereby and upon issuance of such a decision, the County and the Union will enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement.

## **ARTICLE 21**

### **DURATION AND TERMINATION**

**Section 1- Duration:** This Agreement shall be effective upon the date of signing by both parties, and shall remain in full force and effect through June 30, 2028. After ratification, this Agreement shall not be modified in whole or in part by the parties except by instrument, in writing, duly executed by both parties.

**Section 2- Termination:** This Agreement shall automatically be renewed from year to year after June 30, 2028 and shall be binding for additional periods of one (1) year unless either the County or the Union gives written notice to the other not later than January 30 prior to the aforesaid expiration date of the Agreement of its desire to modify the Agreement for a successive term or to terminate the Agreement.

**ARTICLE XXII**

**WARRANTY OF AUTHORITY**

Persons executing this Agreement on behalf of the County and the Union hereby warrant and guarantee that they have the authority to act for, bind and collectively bargain on behalf of the organization which they represent.

**LOCAL UNION NO.2503:**


**HOOD RIVER COUNTY**

**REPRESENTATIVES**

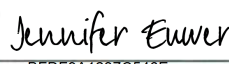
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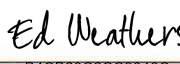
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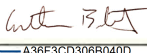
  
Travis Tremblay, President


  
Regan Steller, Vice President

Signed by:  
  
Chair Board of Commissioners

Signed by:  
  
Commissioner


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Commissioner


Signed by:  
  
Commissioner

DocuSigned by:  
  
Commissioner

Date: 11/7/24

Approved as to form:

  
Haley Wofford-Davis  
Union Council Representative

Signed by:  
  
Kyle Abraham  
Labor Counsel

Hood River County, Oregon  
 Pay Schedule  
 7/1/2024 - 6/30/2025  
 ADOPTED

Appendix "A"

7/1/2024 : 3.5% Cost of Labor Adjustment		AFSCME 2503: Public Works & Forestry										
Grade Level	Position Title	Entry Step (Range Min)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
2	AFSCME 2503: Building Maintenance Tech I. (Grade 2A) Parks Technician II (Grade 2B) Parks and Building Tech I (Grade 2C)	\$48,641	\$50,587	\$52,610	\$54,715	\$56,903	\$59,179	\$61,547	\$64,008	\$66,569	--	--
	Hourly Rate	\$23.3852	\$24.3206	\$25.2934	\$26.3051	\$27.3573	\$28.4516	\$29.5897	\$30.7733	\$32.0042		
3	AFSCME 2503: Equipment Mechanic (Grade 3A) Forestry Technician (Grade 3B) Management Support Technician (Grade 3C) Road Technician (Grade 3D) OVH Specialist (Grade 3E)	\$53,384	\$55,520	\$57,740	\$60,050	\$62,452	\$64,950	\$67,548	\$70,250	\$73,060	--	--
	Hourly Rate	\$25.6655	\$26.6921	\$27.7598	\$28.8701	\$30.0250	\$31.2260	\$32.4750	\$33.7740	\$35.1249		
4	AFSCME 2503: Engineering Technician (Grade 4A) Road Technician Leader (Grade 4B)	\$58,406	\$60,742	\$63,172	\$65,699	\$68,327	\$71,060	\$73,902	\$76,858	\$79,932	--	--
	Hourly Rate	\$28.0797	\$29.2029	\$30.3710	\$31.5859	\$32.8493	\$34.1633	\$35.5298	\$36.9510	\$38.4290		
6	AFSCME 2503: Forester (Grade 6A)	\$65,817	\$68,449	\$71,187	\$74,035	\$76,996	\$80,076	\$83,279	\$86,610	\$90,074	\$93,677	\$97,425
	Hourly Rate	\$31.6426	\$32.9083	\$34.2246	\$35.5936	\$37.0173	\$38.4980	\$40.0379	\$41.6395	\$43.3050	\$45.0372	\$46.8387