



I, Gayle V. Trotter, County Clerk for Malheur County,
Oregon certify that the instrument identified herein was
recorded in the Clerk records.

Gayle V. Trotter - County Clerk

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GENERAL EMPLOYEES

LABOR AGREEMENT



Expires December 31, 2027

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PREAMBLE

This Agreement is entered into by Malheur County, a political subdivision of the State of Oregon, hereinafter referred to as the County, and the Malheur County Employees al 3831, an affiliate of Oregon AFSCME Council 75, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

The purpose of this Agreement is to set forth the full agreement between the parties on those matters pertaining to wages, hours of work, fringe benefits and other terms and conditions of employment.

ARTICLE 1 - SCOPE OF AGREEMENT AND RECOGNITION

1.1 Unit Description. This Agreement shall apply to all employees of Malheur County, excluding all elected officials, supervisory and confidential employees, any employees excluded from bargaining by statute, all persons appointed to serve on Boards and Commissions, all part-time employees working less than half (½) time per week, temporary employees working 180 consecutive days or less in a calendar year, employees hired for a limited term under a specific state or federal grant unless the County contributes 50% or more to the employee's salary and the employee falls under the above description, and all employees in the Malheur County Sheriff's bargaining unit.

1.2 Recognition. The County recognizes the Union as the sole and exclusive bargaining agent and representative of the employees within the bargaining unit described immediately above.

1.3 Notice of Excluded Positions. The County shall provide the Union with a list of positions it considers excluded from the bargaining unit. The County shall notify the Union in writing of any additions, deletions or other changes to the list of exclusions as they occur during the life of this Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

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

- A. To direct and supervise all operations, functions and policies of the departments in which the employees in the bargaining unit are employed;
- B. To manage and direct the work force, including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, and retain employees; the right to determine schedules of work; the right to purchase, dispose of and assign equipment and supplies;
- C. To determine the need for a reduction or an increase in the work force;
- D. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials and equipment;

- E. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

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

Nothing in this Agreement shall be construed to prohibit or limit the right of the County to grant time off with pay for personal reasons, for natural disasters, for rescue work, or for property damage.

The parties acknowledge that in exercising its management right to hire and promote employees, the County will apply the requirements of HB 2026 (Oregon Legislature 2021).

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ARTICLE 3 – UNION SECURITY

3.1 Dues Deductions. Upon receiving written authorization from the employee, the County will begin deducting Union dues or other deductions for the next pay period after the authorization and will continue to make the regular deduction until such time as the employee notifies the County and Union in writing that the authorization has been withdrawn. The amount to be deducted shall be certified to the County by Oregon AFSCME Council 75. The aggregate deductions of all employees shall be remitted monthly together with an itemized statement to Oregon AFSCME Council 75 no later than the 10th of the month following the month for which the deductions were withheld.

3.2 Notification of Union Coverage. When a person is hired in any classification represented by the Union, the County shall notify him/her that the Union is his/her recognized bargaining representative.

The County shall notify the Union President or the Council 75 Representative of new hires, including the employee's name, department, start date and classification prior to the new employee's orientation date. The County agrees to allow duly certified Union Representatives up to thirty (30) minutes, on the new employee orientation date, to speak to new employees about the Union's exclusive recognition, its benefits, and services available to the membership. If the Union is unable to meet with the new employee on that date, the Union Representative shall be allowed to meet with the new employee on a different date (during new employee's regularly scheduled workday and work hours) for up to thirty (30) minutes and the new employee will be paid for his/her time. If the Union Representative is an employee of the County, the representative will be allowed time off without loss of pay to make the presentation as long as the Union representative and new employee have work sites located in the same town (Vale or Ontario). The new employee and the County employee Union representative must obtain supervisory approval regarding scheduling prior to the presentation.

3.3 Information provided to the Union. Once a month, the County will provide the following information to the Union along with the monthly Union payments described in 3.4 below:

- a. A list of new hires in the bargaining unit. Such list shall include the employee's name, and position for which they were hired.
- b. A list of union members who have retired during the previous month and effective date of retirement.
- c. A list of union members who have separated from employment during the previous month and the effective date of separation from employment.

3.4 Maintenance of Effort. Employees who are current members of the Union at the signing of this agreement or who sign a Union membership card subsequent to the signing of this agreement shall authorize a payroll deduction for payments to the Union. The Employer agrees to honor all lawful authorization for payroll deduction of payments to the Union and remit such payments promptly to the Union pursuant to such authorization. Authorized deductions shall be revocable in accordance with lawful terms under which an employee voluntarily authorized said deduction.

An employee may revoke authorization from all payroll deduction of payments to the Union by sending notice to the Union not sooner than thirty (30) days, and not later than fifteen (15) days, prior to the employee's anniversary date of the execution of the authorization for payroll deduction. The Union will timely notify the County in writing or in electronic mail addressed to the County Personnel Officer upon receipt of an employee's revocation of payroll deductions for payments to the Union. Following receipt of the notice of revocation, the County will stop payroll deductions at the next available monthly payroll cycle. The County is to stop an employee's payroll deduction for payments to the Union only when written notice is received by the Union.

3.5 Union Access. Accredited representatives of the Local, Council 75, or AFSCME International Union upon proper introduction, advance notice and reason for access communicated directly to the department head or elected official, shall have reasonable access to the premises of the County during working hours. The Union representative(s) will observe security regulations, minimize in good faith interference with County work and will not enter premises without permission (permission shall not be unreasonably denied) of the department head or elected official.

3.6 Union Stewards. The Union may select, and shall certify in writing to the County, employees to act as Union Stewards. With prior approval of the Steward's immediate supervisor, prior to such use of time, one (1) designated Union Steward at any one time shall have authority to investigate and resolve grievances and alleged violations of the agreement before a written grievance is filed. The investigation and processing of employee grievances and reasonable time to investigate alleged violations of the agreement before a grievance is filed will be permitted during work hours without loss of compensation. The steward will attempt, in good faith, to schedule these activities so as not to interfere with department operations or staffing levels.

3.7 Union Bulletin Boards. The County will designate one (1) Bulletin Board, or a section of a Bulletin Board or wall area, for Union communication in each County building where bargaining unit employees work. Postings on the boards must be initiated by a Local 3831 Officer or Steward and must be signed and dated. All materials shall be non-defamatory and shall relate to the following subjects: union recreational, social, and related news bulletins, scheduled union meetings, information concerning union elections and reports of official business of the union.

3.8 Union Bargaining Team. The Union Bargaining Team, during contract negotiation sessions, shall consist of four (4) County employees (inclusive of any Stewards or President – if attending as members of the bargaining team) with no more than two (2) employees from the same department. The employees shall receive their normal compensation during contract negotiation sessions conducted during their normal work hours. There shall be no compensation for negotiation sessions or activities conducted outside an employee's normal work hours. Bargaining Alternates may sit at the bargaining table with pay in the case of an absence of a bargaining team member. The Union will identify designated bargaining team members and alternates to the County in writing at least ten (10) days in advance of scheduled negotiations. Union bargaining team members and alternates must request leave for bargaining from their supervisors using normal procedures.

3.9 Hold Harmless. The Union agrees to indemnify, defend and hold the County harmless in its administration of Fair Share and checkoff provisions of this Agreement. The County agrees to institute proper adjustment for any deduction errors as soon as practicable. The Union shall indemnify, defend, and save the County harmless against any and all claims, damages, suits or other forms of liability that may arise out of any action taken or not taken by the County for the purpose of complying with the provisions of Article 3.

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ARTICLE 4 - STRIKES AND LOCKOUTS

4.1 No Strike. During the duration of this agreement, the Union and its members, as individuals or a group, will not initiate, cause, permit, participate or join in any strike, work stoppage, slow-down, picketing or any other restriction of work at any location in the County. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established by any labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the County against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the County and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the County.

4.2 No Lockout. There will be no lockout of employees by the County as a consequence of any dispute arising during the period of the agreement.

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ARTICLE 5 - HOURS OF WORK

5.1 Workday. The workday shall normally consist of up to eight (8) consecutive hours. The County, at its option, may institute a ten (10) hour workday consistent with a four (4) day work week.

Time outside of an employee's regular work hours which must be spent traveling (as either a passenger or driver and either over-night or in the same day), to and from a program at which the employee's attendance is required by the County shall be compensable travel time at the employee's straight time rate for all hours forty (40) or less worked and traveled during the workweek. All hours worked and traveled exceeding forty (40) in an employee's workweek shall be considered overtime. At the supervisor's discretion the employee may be required to adjust his/her workweek by taking time off at the employee's straight time rate within the same workweek in order for the employee to maintain a forty (40) hour workweek during a workweek the employee is traveling.

5.2 Work Week. The work week shall normally consist of up to forty (40) hours and shall be defined as Sunday through Saturday.

Except for situations beyond the County's control, the County shall give affected employees at least five (5) working days' notice of a change in shift schedules and/or their starting and quitting times. An employee who is not notified five (5) days in advance shall be eligible to receive time and one-half (1 1/2) pay for a maximum of one (1) day.

5.3 Rest Periods. A rest period of 15 minutes shall normally be permitted for all employees during each half shift. The rest period shall be scheduled by the County in accordance with its determination of the operating requirements applicable to each employee's position.

5.4 Meal Periods. All employees shall normally be granted a one-hour meal period during each work shift. The meal periods shall be scheduled by the County in accordance with its determination of the operating requirements of the respective departments and shall be scheduled as near to the middle of the work shift as appropriate. The meal period shall be unpaid.

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ARTICLE 6 - HOLIDAYS

6.1 Designation. The following shall be recognized as paid holidays:

New Year's Day - January 1	Labor Day - the 1st Monday in September
M. L. King Jr. Birthday - 3rd Monday in January	Veteran's Day - November 11
President's Day - 3rd Monday in February	Thanksgiving Day - the 4th Thursday in November
Memorial Day - the last Monday in May	Friday after Thanksgiving
Juneteenth on June 19	Christmas Day - December 25
Independence Day - July 4	

Any other day so appointed as a holiday by the County Court.

Whenever a holiday falls on Sunday the succeeding Monday shall be observed as the holiday. Whenever a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

6.2 Holiday Pay. Eligible employees shall receive one day's pay for each of the holidays listed. If a recognized holiday coincides with an employee's regularly scheduled day off, that employee shall receive an additional day off in lieu of the holiday pay. If an employee is on an authorized vacation, or other leave with pay (other than sick leave) when a holiday occurs, the holiday shall not be charged against such leave. Unless on a bona fide authorized leave with pay, an employee must work his full assigned shifts preceding and following the holiday in order to be eligible for compensation under this section. Holiday pay shall be pro-rated for part-time employees.

6.3 Holiday Work. The parties recognize that some positions must be staffed on each and every holiday, and that employees in those positions cannot be released from duty on those holidays. The description under Section 6.2 shall not apply to employees in these positions and the holiday shall be observed on the actual day specified. Employees that are required to work on the actual day specified in 6.1 of this Article shall receive, in addition to their regular holiday pay, compensation at the rate of one and one half (1 ½) times their regular hourly rate for all hours worked during the actual holiday. Employees will be required to report actual hours worked on the holiday to ensure accurate payment from payroll. Compensation received in excess of the straight time rate shall be accumulated as compensatory time unless otherwise directed by the department head.

6.4 No Pyramiding. The County shall not be required to pay twice for the same hours.

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ARTICLE 7 - VACATIONS

7.1 Accrual. After having served in the County service for six (6) consecutive calendar months, full-time employees shall be credited with six (6) workdays vacation leave. Thereafter, vacation shall be credited in accordance with the following schedule:

YEARS OF FULL-TIME CONTINUOUS SERVICE	DAYS PER MONTH	DAYS PER YEAR
Zero to six months	1 (only available for use after 6 months)	
Six months to one year	1 available for use upon accrual	
One thru five	1	12
Six thru ten	1 ¼	15
Eleven thru fourteen	1 ½	18
Fifteen and over	2	24

Part-time employees covered by this agreement shall accrue vacation leave in proportionate amounts to that accrued by full-time employees.

7.2 Continuous Service. Continuous service for the purpose of accumulating vacation leave credit shall be service unbroken by separation from employment by the County. Time spent by an employee on a paid leave shall be included as continuous service. Time spent on unpaid authorized leave will not be counted as part of continuous service for vacation accrual purposes, but employees returning from such leave and from layoff status shall be entitled to credit for service prior to the leave or layoff.

7.3 Maximum Accrual. The maximum accumulation of vacation leave of any employee is twenty-five (25) workdays. An employee who is about to lose vacation credit because of accrual limitations may, by notifying his/her Department Head five (5) days in advance, absent him/herself to prevent loss of this time. Such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay. Failure to take vacation leave, caused by the insistence of the applicable elected official or governing body who has supervision of the employee that the employee be at work during a scheduled vacation period, shall not be lost but shall continue to accrue. The excess vacation will be taken by the employee at the earliest practical date. Vacation leave shall not accrue during an absence without pay, or educational leave with pay, the duration of which exceeds fifteen (15) calendar days. An employee who is granted a leave of absence without pay for a period in excess of sixty (60) calendar days normally shall first be scheduled for any vacation leave that has accrued to his credit before he/she is placed on leave without pay.

7.4 Scheduling. Employees shall be permitted to request vacation leave on either a split or an entire basis. Vacation times shall be scheduled based upon the judgment of each Department Head as to the need of efficient operations and the availability of vacation relief. Subject to the foregoing, employees shall have the right to determine vacation times. Vacation times shall be selected on the basis of length of continuous service, but an employee will be permitted to exercise his right of seniority only once annually. The County shall have the final determination of vacation times based on operations and the availability of vacation relief.

A day of vacation shall be considered as a normal workday and vacation shall be compensated at the employee's regular straight-time rates as of the time the vacation is taken. At such time as an employee has successfully completed his probationary period, he shall be eligible to take vacation leave for the time he has accrued, upon approval of his/her supervisor.

7.5 Termination or Death. Upon termination of a full-time or part-time employee who has completed at least one year of employment, compensation for all accumulated vacation shall be paid to the employee. Upon death of a full-time or part-time employee, compensation for all accumulated vacation shall be paid to his/her heirs.

7.6 Transfers. In the event an employee transfers departments within the County, the accumulated vacation time shall be transferable.

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ARTICLE 8 - SICK LEAVE

8.1 Accumulation. Sick leave shall be earned by each full-time employee at the rate of one work day for each full calendar month of active employment. For the purpose of this Article a full calendar month shall be any calendar month during which an employee works 14 days or more. Sick leave is not to be used as a supplement for vacation. Sick leave may be taken only for the purposes specified in Section 8.2, 8.4, 8.5, and 8.9. Sick leave accumulation shall be unlimited.

Part-time employees may accrue sick leave in an amount proportionate to that which would be accrued under full-time employment.

8.2 Utilization. Employees may utilize their allowance of sick leave when unable to perform their work duties for any reason set out in OAR 839-007-0020 and in accordance with county policy, state and federal medical leave and/or parental leave.

8.3 Notification. In the event an employee needs to utilize sick leave for a reason identified in 8.1 above, he/she shall notify his/her supervisor of his/her expected sick leave absence and the nature and expected length thereof prior to the start of his/her regular work shift.

8.4 Integration with Workers' Compensation. Salary paid for a period of sick leave also covered by Workers' Compensation shall be equal to the difference between the Workers' Compensation payment and the employee's net salary (gross salary less State and Federal deductions). In such instances, prorated charges will be made against sick leave. The day of injury shall be considered a work day and the employee shall be paid his normal salary for that day. This article shall in no way limit the rights of any employee against any person, government or governmental agency.

8.5 Sick Leave without Pay. Upon application by the employee, sick leave without pay may be granted by the County for the remaining period of disability after accrued sick leave has been exhausted. The County may require that the employee submit a certificate from a physician periodically during the period of such disability. Unless approved by the County, an employee shall not accept employment outside the service of the County while on sick leave, whether paid or unpaid.

8.6 Absence from Service and Transfers. Sick leave is provided by the County in the nature of insurance against loss of income due to illness. No compensation for accrued sick leave shall be allowed for any employee when he/she is separated from County service. Sick leave shall not accrue during any period of leave of absence without pay. When an employee is transferred to another department, credit shall be assumed by the new Department Head.

8.7 Termination. Upon separation from employment by an employee qualifying under the retirement program, all accumulated sick leave hours shall be reported by the County to the Public Employees Retirement System for the purpose of computing an employee's retirement. (See ORS 237.153).

8.8 Abuse. Abuse of sick leave or use that creates a verified attendance problem for the County may subject the employee to discipline up to and including discharge.

Abuse shall be defined as an employee's use of sick leave for any reason other than those specified in 8.2, 8.4, 8.5 or 8.9.

8.9 Family Leave. Employees determined to be eligible shall have all the rights and be subject to all of the requirements of the Federal Family and Medical Leave Act of 1993 (FMLA) and the Oregon Family Leave Act (OFLA) (ORS 659A.150-186).

8.10 Physician's Report. The County, within reason, may at any time require an employee to provide verification of an illness or require an employee to undergo physical or mental examination to establish fitness for their job. In the event the County requires an examination to establish fitness for the job, the County shall pay for the examination. However, the County is not obligated to pay for fitness for duty certifications completed by the employee's own physician when returning to work from leave pursuant to the Federal Family and Medical Leave Act of 1993 (FMLA) and the Oregon Family Leave Act (OFLA) (ORS 659A.150-186).

8.11 Donation of Vacation Leave. In the event an employee exhausts all their vacation, sick leave, personal and compensatory leave accruals as a result of a long-term illness or injury, fellow County employees may donate up to forty (40) hours of their own accrued vacation hours. Such donations must be approved by the County Court. The County will allow employees to make donations of accumulated vacation leave to a fellow employee who has exhausted accumulated leave while recuperating from a long-term illness, health condition, or injury. Leave donations will be administered under the following terms:

- a. The donor and donee must be non-probationary employees of the County.
- b. Requests for donated leave shall be in writing, and sent to the County Personnel Officer and accompanied by the treating physician's written statement certifying the long-term illness, health condition or injury as well as the Vacation Leave Donation Form completed by donor employees. Donated leave may be used on a continuous basis or an intermittent basis subject to approval by the County and based on a work schedule approved by the employee's supervisor.
- c. Accumulated leave includes, but is not limited to sick, vacation, personal and compensatory leave accruals.
- d. Donations shall be credited at the donee's regular hourly rate of pay. Donations shall be in amounts of not less than two (2) hours.
- e. Employees otherwise eligible for receiving workers compensation will not be considered eligible to receive donations under this Agreement.

- f. No more than 200 hours of donated vacation leave can be received by donee employee during a maximum 12-month rolling period for all incidents in that period. There will be no carry-over or banking of donated vacation leave for the donee employee.
- g. Donor employees are to complete a Vacation Leave Donation Form.
- h. Donated hours will not be processed in an amount greater than that, which is approximately necessary to cover the done employee's next occurring pay period.

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ARTICLE 9 - OTHER LEAVES OF ABSENCE

9.1 Criteria and Procedure. Leaves of absence without pay not to exceed 90 calendar days may be granted at the discretion of the Department Head. Normally, such leave will not be approved for an employee for the purpose of accepting employment outside the service of the County. Such leaves may be renewed or extended upon request and at the discretion of the County.

9.2 Jury Duty. Employees shall be granted leave for service upon a jury. The compensation paid to such an employee for the period of such absence shall be reduced by the amount of money received by them for such jury service. Upon being excused from jury service before the end of their normal shifts, employees shall immediately contact the Department Head or other supervisor for assignment for the remainder of their regular workday.

9.3 Appearances. Leave shall be granted for appearances before a court, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority or the County when such appearance is a result of the employee's official duties for the County, the employee will be given leave without any loss of pay. The compensation paid to such an employee shall be reduced by an amount equal to any compensation they may receive as a witness fee.

9.4 Personal Leave Day. Based on a full year of continuous service in the previous calendar year, non-probationary full-time employees shall be granted two (2) personal leave days with pay during each calendar year of this Agreement. Personal leave days must be taken on or before December 23, with the concurrence of the appropriate department head or elected official. Employees must utilize or schedule their personal leave days by September 1 of each year or the department head will be allowed to schedule the employee off.

Part-time employees covered by this Agreement shall accrue personal leave in proportionate amounts to that granted to full-time employees.

Probationary employees shall begin accruing personal leave on the first month after that employee's probation period and will only receive that proportionate amount on the beginning of the calendar year they are off of probation, i.e., if an employee comes off of probation on July 1, the employee would be granted one (1) day of personal leave on January 1.

9.5 Election Day. Employees shall be granted time to vote on any election day, if due to scheduling of work they would not otherwise be able to vote.

9.6 Military Leave. Military leave shall be allowed pursuant to the terms of Oregon Revised Statutes (see ORS 408.290 and 408.240) and FMLA provisions.

9.7 Parental Leave. Employees shall be granted parental leave in accordance with State and federal law and OFLA and FMLA.

9.8 Bereavement Leave. Employees working a forty (40) hour workweek shall be eligible for twenty-four (24) hours of paid bereavement leave and employees working a thirty-seven and one-half (37.5) hour workweek shall be eligible for twenty-two and a one-half (22.5) hours of paid bereavement leave per calendar year, prorated for part time employees, to discharge the customary obligations arising from the death of the employee's family member. The County may request documentation. If additional leave is needed an employee may, with prior authorization, request use of accrued sick leave, vacation leave, compensatory time off or leave without pay. Paid bereavement leave under this article shall run concurrently with OFLA when applicable. The County shall notify the employee when OFLA is running concurrently with bereavement leave.

OFLA bereavement leave is to make funeral arrangements, attend the funeral or to grieve a family member who has passed away and is limited to two (2) weeks and must be completed within sixty (60) days of the date when the employee learns of the death.

For purposes of bereavement leave, family member shall be defined as an employee's spouse, domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, stepparent, parent-in-law, a parent of an employee's domestic partner, an employee's grandparent or grandchild, or a person for whom the employee is or was in a relationship of in loco parentis, including the biological, adopted, foster child or stepchild of an employee or the child of an employee's domestic partner. An employee's child in any of these categories may be either a minor or an adult at the time of bereavement leave. Family member also includes the employee's brother, sister, aunt, uncle, niece and nephew but does not include cousins unless in loco parentis relationships.

9.8 a. Pet Bereavement. Employees shall be allowed to use up to fifteen (15) hours of accrued vacation or sick time for bereavement of a family pet.

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ARTICLE 10 - COMPENSATION

10.1 Wages.

Effective July 1, 2025, employees shall receive a wage increase of four percent (4%).

Effective July 1, 2026, employees shall receive a wage increase of three percent (3%).

Effective July 1, 2027, the salary schedule will be increased using the following formula: National U.S. City Average CPI-U, January to January of the previous year. Such increase will be no less than 1% and no greater than 3%.

Updated salary schedules will be provided to all employees on July 1, every year via County Email, or on the County webpage or through the employee's supervisor.

10.2 Salary Schedule Movement. All employees referred to in 10.1 shall receive increases as shown in the attached salary schedule based on satisfactory performance. The County will have an entry rate for non PERS members that is 6% less than Step 1. At 6 months the employee will move to Step 1 and at the one year anniversary the employee will move to Step 2.

10.3 Anniversary Date System. Advancement on the salary schedule shall occur on the employee's anniversary date as established by the County and in conformance with 10.2 above.

10.4 Per Diem. All County personnel while within the scope of employment shall be reimbursed for the cost of meals and lodging as follows:

Meals:	Breakfast	\$12.00
	Lunch	\$16.00
	Dinner	\$28.00

Lodging: Employees will be reimbursed the actual cost of lodging when approved by their supervisor in advance. Place of conference, event, meeting, or other comparable cost for lodging.

(Any additional cost above the per diem limit may be appealed to the County for reimbursement and is subject to the County's approval. Appeals must be accompanied by receipts. The per diem reimbursement limits do not apply when a third party/entity such as DHS, OJD, or youth development council pays/reimburses the per diem.)

10.5 Mileage. All bargaining unit members shall be reimbursed mileage at the prevailing IRS rate any time they are required to use their own vehicle to travel other than to their normal place of work. Whenever an employee chooses to use their own personal vehicle when a County vehicle is available, they will be reimbursed the current GSA Rate.

10.6 Overtime. Overtime shall be paid for all assigned hours over 40 in any workweek. Overtime compensation will be received through an allowance of compensatory time off at the rate of time and one-half or shall be paid at the discretion of the Department Head. Where conditions of employment prevent the taking of compensatory time off, cash compensation at the rate of time and one-half shall be provided for any hours accrued above 80 hours. Where an employee is required to take time off in a work week because they worked over 8 or 10 hours on a workday and the employee's workweek exceeds 40 hours, they will take time off at the time and a half rate.

Actual hours worked and holidays but not paid leaves (sick, vacation, personal) or compensatory time, shall count as hours worked for calculating overtime.

10.6 a. Call Back. Whenever an employee is called back to work outside their normal work schedule, they shall receive a minimum of two (2) hours of compensation. This compensation shall not be pyramided with any other form of compensation. This callback provision shall not apply to situations caused by employee oversight (e.g. taking home necessary keys or equipment, etc.). When an employee is called back to work on a day the employee is not regularly scheduled to work, the employee shall receive not less than three (3) hours of compensation. For computing call back hours worked, call back begins from initial notice to respond to duty.

10.6 b. On-Call Time: Effective July 1, 2025, employees holding the positions of juvenile counselors or victim advocates who are required to be on-call shall receive a pay differential of one hundred fifty dollars (\$150) or six (6) hours of compensatory time added to the employee's compensatory accrual bank, for every week (seven (7) calendar days) the employee is specifically assigned, in advance, to be accessible outside normal work hours and where the employee's geographic movement and use of personal time is restricted. The election of one hundred fifty dollars (\$150) or six (6) hours of compensatory time shall be designated in

writing no more than twice a year (by June 15 for the period July 1 through December 31 and by December 15 for the period January 1 through June 30) and must be approved at the discretion of the employee's supervisor.

In callback situations (duty away from home), victim advocates and juvenile counselors are eligible for both on-call and call back pay. However, off-duty phone calls are not considered call back and juvenile counselors and victim advocates will not receive call back pay for phone calls received or made while on-call. On-call pay is subject to all payroll and wage withholdings.

10.7 Suspension of Operations. In the event that an employee is unable to reach work due to an act of God or inclement weather, that employee shall have the option of using accumulated compensatory time, vacation time or unpaid leave for the missed time.

10.8 Anniversary Bonus. Effective July 1, 2025, when an employee reaches 20 years of continuous service with the County, he/she will receive a one-time bonus of \$750 on the first of the month following their corresponding anniversary date.

When a full-time employee reaches 25 years of continuous service with the County, he/she will receive a one-time bonus of \$1,250 on the first of the month following their corresponding anniversary date.

Each of the above bonuses will be considered taxable income and be subject to regular withholding.

10.9 License Renewal Reimbursement. The county will reimburse non-probationary employees covered under this agreement who work in the Malheur County Health Department for fees paid by them to the Oregon State Board of Nursing for license renewal. The fee will be reimbursed upon the submission of satisfactory proof that the employee has actually paid the fee for renewal of his/her license. Submission must be made within ninety (90) days of the employee actually paying the fee for renewal. To qualify for reimbursement, the license must be job related. If more than one type of license is held by the employee, only those licenses required by the County or State to perform job-related duties at the Malheur County Health Department will be reimbursed. The County will not pay for initial licensure and application fees, endorsement fees, or reactivation fees.

10.10 Bilingual Differential. Effective July 1, 2025, in addition to the salaries set forth in the salary schedule, an employee who meets the County standard for demonstrated proficiency in the Spanish language shall receive an additional fifty dollars (\$50.00) on his/her monthly salary, provided the department head or elective official and the County Administrative Officer determine there is a demonstrated business need for the employee's bilingual skills. The total number of employees in each department or office eligible for the bilingual differential is up to two (2) AFSCME Council 75 employees, except for the health department which will be limited to up to five (5) AFSCME Council 75 represented employees. To demonstrate proficiency in the Spanish language, employees must pass the ALTA Listening and Speaking Assessment at a level 8 Advanced Minus. The County will pay for this test. If the employee does not pass the test, one retake per year will be permitted at no cost to the employer.

10.11 Recoupment of Wage and Benefit Overpayments. In the event that an employee receives wages or benefits from the County to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the County shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll reduction, the following shall apply:

1. The County may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum of two (2) years before the notification.

2. Overpayments of five percent (5%) or less of an employee's gross monthly salary will be recovered in one (1) lump sum on the next available pay period.
3. For overpayments exceeding five percent (5%) of an employee's monthly gross salary, the employee shall make arrangements for the return of overpayments in monthly amounts of five percent (5%) of the employee's monthly gross salary through payroll deduction, beginning on the next available pay period, until the amount is paid in full.
4. Nothing in this Section shall preclude an agreement, between employee and County, for immediate restitution.
5. If an employee leaves Malheur County prior to full recovery of the overpayment, the balance owing shall be deducted from the employee's final paycheck.
6. This Section does not waive the County's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time. This includes, but is not limited to collection efforts and correcting adjustments.

10.11 Recoupment of Wage and Benefit Underpayments. In the event the employee does not receive the wages or benefits to which the employee was entitled, the employee will report such underpayment to the County. All confirmed underpayments shall be repaid in accordance with State wage and hour laws, pursuant to ORS 652.120. The County shall correct such underpayment made within a maximum period of two (2) years before notification.

10.12 Paid Leave Oregon. The County will pay the employer portion and the employee portion for Paid Leave Oregon (see ORS 657B.150).

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ARTICLE 11 - HEALTH AND WELFARE

11.1 Medical, Dental and Life. The County will provide and maintain a medical and dental plan with Orthodontia and the life insurance provided by the medical plan for the life of this agreement.

The County's obligation for premium payments on the above plans shall be limited to 85% of the premium expense for employees hired before January 1, 2005. For employees hired January 1, 2005 and after, the county's obligation for premium payments on the above plans for employees working at least half (½) time per week will be prorated as follows:

For full time employees, the county's obligation will be limited to 85%.

For employees working 4/5 time per week, the county's obligation will be limited to 68%.

For employees working 3/5 time per week, the county's obligation will be limited to 51%.

For employees working ½ time per week, the county's obligation will be limited to 43%.

The remaining premium will be automatically deducted from employee paychecks. In the event the County opts to change plans, they will notify the Union no later than May 1 of any contract year. This notice will include the establishment of a Labor/Management Committee to confer regarding plan selection. The County will retain the right to make changes to the plan, but will consider preferences raised in committee meetings.

11.2 Retirement. The County will continue to participate in the Public Employee Retirement System / Oregon Public Service Retirement Plan.

11.3 Paid leave to attend health and welfare seminars, meetings or lectures. Full-time employees shall be granted up to one (1) hour each year with pay, inclusive of travel time, to pursue benefit meetings, seminars or programs offered by County health or welfare providers, which are currently limited to AFLAC, cis benefits, PERS, Nationwide, and Oregon Savings Growth Plan. Full-time employees who are within three (3) years of eligibility to retire shall be granted leave with pay to attend one (1) PERS seminar, meeting or lecture not to exceed four (4) hours, inclusive of travel time, each year. Nothing herein prevents an employee from requesting vacation or personal time to pursue additional hours or additional seminars, meetings or lectures for bona fide pre-retirement planning. Employees must obtain approval from their supervisor prior to taking such leave.

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ARTICLE 12 - INTERNAL INVESTIGATIONS

12.1 Notice . The County will give written notice within 30 days of knowledge of alleged charges whenever it is necessary to interview an employee regarding charges related to his/her conduct or performance and the outcome of the investigation will likely lead to discipline as defined in this agreement. The County will give the employee written notice of the required interview at least 48 hours prior to the scheduled time of the interview, and send notice via email to the Local 3831 President and the AFSCME Council 75 Representative. The notice shall include the nature of the charges or allegations against the employee.

12.2 Representation. An employee is entitled to have a single representative present, upon his/her request, during any interview that could reasonably lead to discipline as defined in this agreement. Upon mutual agreement of the parties, more than one representative may be present.

12.3 Witnesses. Employee witnesses in internal investigations are subject to interview without notice and the employee is not entitled to representation during the interview, unless the employee witness believes the interview could reasonably lead to the employee being disciplined as defined in this agreement.

12.4 Representative's Role. Any person acting as a representative will be required to conduct himself/herself in a professional manner and not disrupt the interview. The representative may ask for clarification on questions, ask the employee to clarify answers, and may provide additional information that is pertinent to the investigation. The representative may not answer questions for the employee or counsel the employee during the interview. The representative or employee can request reasonable breaks.

12.5 Documentation. Whenever the County is engaged in an interview process, as described in this article, either party may tape the interview which will be made available to either party upon request.

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ARTICLE 13 - DISCIPLINE AND DISCHARGE

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

13.2 Probationary Employee. This article shall not apply to any employee on probation as defined in this agreement.

13.3 Imposition. If a supervisor has reason to discipline an employee, he/she shall make reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the public.

13.4 Due Process. After an investigation has been completed and the County believes an employee may be subject to discipline greater than a written reprimand, the following procedural due process shall be followed:

- a. The employee shall be notified, in writing, of the charges or allegations that may subject them to discipline. The notice will also be sent via email to the Local 3831 President and the AFSCME Council 75 Representative.
- b. The employee shall be notified, in writing, of the disciplinary sanctions being considered. The notice will also be sent via email to the Local 3831 President and the AFSCME Council 75 Representative.
- c. The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing. The Local 3831 Local President and the AFSCME Council 75 Representative will be emailed notification of the time, location and date of this meeting.
- d. At their request, the employee will be entitled to AFSCME Union representation at the informal hearing.

13.5 Just Cause Standards. For the purpose of this agreement, just cause shall be determined in accordance with the following guidelines:

- a. The employee shall have some warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.
- b. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly.
- c. The County must conduct a reasonable investigation.
- d. It must be determined, by a preponderance of evidence, that the employee is guilty of the alleged misconduct or act.
- e. The discipline must be appropriate based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operation.

- f. The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

13.6 Signature. An employee will be required to sign any disciplinary material placed in their personnel file. The signature line shall bear the following disclaimer:

THE EMPLOYEE'S SIGNATURE INDICATES THAT HE/SHE HAS RECEIVED A COPY OF THIS DOCUMENT AND DOES NOT NECESSARILY INDICATE AGREEMENT.

13.7 Written Response. An employee shall have the opportunity to refute, in writing, any written reprimand or warning and have such response placed in their personnel file.

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ARTICLE 14 - PERSONNEL RECORDS

14.1 Employee Notification. No material of any kind which may be construed as derogatory shall be placed in the employee's personnel file unless he/she has been allowed to read such material and initial it or has been given a copy of it.

14.2 File Access. Any employee, upon their request, shall have access to their personnel file. No material in the personnel file shall be altered, removed or in any other way be changed by an employee who is reviewing the files. A Union representative shall be present during the review if the employee so requests.

Access to a staff member's personnel file shall be limited to only the individual employee involved and/or their designated representative, such supervisors and administrators of the County who are assigned to review or place materials therein, and such clerical personnel whose duty it is to maintain personnel files, provided such access does not conflict with the provisions of ORS 192.500.

14.3 File Purge. At the request of the employee, letters of caution, consultation, warning, admonishment and reprimand shall be removed and destroyed three (3) years after they have been placed in the employee's personnel file so long as no other letters of a similar nature and/or related incident have been placed in the file. This request must be in writing to the Department Head and Personnel Officer.

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ARTICLE 15 - SETTLEMENT OF DISPUTES

15.1 Resolution Process. Any dispute which may arise between the parties over the application or interpretation of this agreement shall first be brought to the attention of the employee's immediate supervisor. The employee and the supervisor, within 15 business days (Monday through Friday, excluding Holidays in Article 6) of the employee's knowledge of the problem, shall informally discuss the problem and attempt to resolve it. The supervisor shall respond to the employee's reported dispute within 15 business days Monday through Friday, excluding Holidays in Article 6) of knowledge of problem. If no resolution can be achieved, the employee or the Union shall proceed as follows:

Step 1 - If an employee is unable to resolve a dispute with an informal discussion with his/her supervisor and seeks further resolution, the employee/Union, within 15 business days (Monday through Friday, excluding

Holidays in Article 6) of the supervisor's response, shall file an official grievance with the County. Such grievance shall be filed, in writing, with the management team responsible for the employee's supervision and the County Judge (i.e. the grievance would be addressed to the supervisor/department head/County Judge).

The written grievance shall include:

- a) A description and date of the circumstance that led up to or is the cause for the grievance; and
- b) The date and explanation of the informal attempt to resolve the problem with the employee's immediate supervisor and the date of the supervisor's expressed inability to resolve the dispute.

Step 2 - The management team will consider the written grievance and shall meet with the employee and a representative of the Union within 15 business days (Monday through Friday, excluding Holidays in Article 6) of its submission in writing. Within 15 business days (Monday through Friday, excluding Holidays in Article 6) of its meeting with the employee, the management team shall render a written decision and provide same to the employee and the Union representative.

Step 3 - If the above process fails to resolve the grievance and the employee/Union decides to carry it further, they shall, within 15 business days (Monday through Friday, excluding Holidays in Article 6) of the management team's written decision, notify the management team they are proceeding to arbitration and shall simultaneously request a list of seven (7) arbitrators from the Oregon Employment Relations Board.

Within 15 business days Monday through Friday, excluding Holidays in Article 6) of the receipt of the list of arbitrators, the parties will select a neutral from the list by alternately striking the names. The employee/Union shall strike the first name. This process shall not preclude the parties from mutually agreeing to an arbitrator. The final name left on the list shall be the arbitrator. The arbitrator's decision shall be final and binding, but he shall have no power to alter, modify, add to or subtract from the terms of this Agreement. His decision shall be within the scope and terms of the Agreement, and in writing.

The arbitrator shall be asked to submit his award within 30 calendar days from the date of the hearing.

The County and the Union shall equally divide the cost of any hearing room unless such are paid by the State of Oregon. The arbitrator's fee shall be borne by the losing party.

A grievance may be withdrawn at any time upon receipt of a signed statement from the Union.

15.2 Time Limits. Any and all time limits specified in the grievance procedure may be waived by mutual consent in writing of the parties. Failure of the Union to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the Union or employee's right to arbitrate the dispute and the County Court's decision shall be final and binding. Failure by the County to submit a reply within the specified time period shall constitute a denial of the grievance.

15.3 Union Representatives. Names of employees selected by the Union to act as its representatives who are authorized to speak for and to bind the Union shall be certified in writing to the County. Activities of its representatives in connection with the Union, excepting attendance at meetings with supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee under 15.1, shall not unduly interfere with the other employees regular work assignments as employees of the Union. Grievance Committee members may investigate and process grievances during working hours without loss of pay.

15.4 Grievance Meetings. The County representative shall meet at mutually convenient times with representatives of the AFSCME Local 3831. All grievance meetings with the County shall be held, if practicable, during working hours all without loss of pay to authorized participating employees. The County's obligation to pay for time spent during working hours in grievance procedures under this agreement shall be limited to two (2) AFSCME Local 3831 members.

The purpose of the meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, other issues which would improve relationships between the parties may be discussed. Prior notice of topics for discussion at such meetings shall be furnished by each party to the other.

ARTICLE 16 - SENIORITY AND PROBATIONARY PERIOD

16.1 Definition. Seniority shall be defined as follows:

- a) Total length of unbroken employment with the County;
- b) Total length of unbroken employment with a particular department;
- c) Total length of unbroken employment within a given job classification.

16.2 Probationary Employees. Employees shall be regarded as probationary employees for the first 12 months of their employment and shall not receive credit toward completion of the probationary period for days on which they are absent or laid off. Probationary employees may be laid off or terminated with or without cause and such action shall not be subject to the grievance procedure. Probationary employees shall not lose and shall continue to accumulate time in the event of transfer between departments within the County.

16.3 Reclassification Probation. Whenever an employee is reclassified to a new position or a position that is the result of a reorganization of department or office, he/she shall be placed on job probation. This is a distinct and different form of probation than that described above. Both forms of probation may be in effect at the same time.

A reclassified employee to a position that is the result of a reorganization of a department or office shall be placed on job probation for a period of sixty (60) days from the date of reclassification. A reclassified employee to a new position shall be placed on job probation for a period of six (6) months from the date of reclassification. During this probationary period the employee may be removed from the reclassified position with or without cause and such action shall not be subject to the grievance procedure. In the event of removal the employee shall assume his/her previous classification, salary step and anniversary date.

Note: Paragraph 17.8 Promotion, of this Agreement, applies to a reclassified employee to a higher paying classification because of promotion.

16.4 Loss of Seniority. Seniority shall be lost for the following reasons:

- a) If the employee quits;
- b) If the employee is discharged;

- c) If the employee retires;
- d) If the employee is laid off because of a reduction in force or lack of work for a period in excess of one (1) year;
- e) Unless a reason satisfactory to the Department Head is given, failure to respond within five working days after receipt of a notice of recall from a layoff. Such notice shall be sent by certified mail, return receipt requested, and marked "deliver to addressee only" to the employee's last known address on file with the County;
- f) Failure to register in person or by mail with the County at least once every 30 calendar days during the periods of layoff, signifying his/her availability for recall and updated address and telephone number. The County shall notify each employee of this provision at time of layoff.

16.5 Layoff and Recall. A layoff is defined as a separation from service for involuntary reasons not reflecting discredit on an employee. In the event of a layoff of employees in a department, selection of employees retained will be in accordance with the seniority within the department. Except in unusual circumstances, employees shall be given at least two (2) weeks' notice of layoff.

Employees shall be recalled from layoff in the reverse order of the layoff. Employees who have been laid off will be given first consideration in filling new vacancies for which they qualify. No employee shall lose their recall position because of their choice not to accept a position other than their original position. Employees recalled to their previous position from layoff shall be reinstated at their previous or comparable salary range and step.

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ARTICLE 17 - GENERAL PROVISIONS

17.1 Nondiscrimination. All references to employees in this Agreement designate both sexes, and wherever the one gender is used, it shall be construed to include male and female employees. 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, political, union, or religious affiliation, gender identity, sexual orientation, physical disability, mental disability, or any other classes protected by Federal or State law.

If a dispute arises as a result of this section, it shall be processed through the grievance procedure to the management team. If no resolution is reached at this level, the employee and/or the union may refer the dispute to the appropriate State or Federal agency for adjudication as such dispute will not be subject to the arbitration procedure contained herein.

17.2 Existing Conditions. The Agreement shall have precedence, where in conflict, over any previous policy. Existing work rules and conditions which are not specifically modified by this Agreement shall continue in effect. No new work rule shall be adopted which is in conflict with specific provisions of this Agreement.

17.3 Rules. Parties jointly recognize that the elected officials of the County are directly responsible to the citizens of the County and the public generally for performance of the functions and services performed by the County. These responsibilities cannot be delegated. For this reason, it is jointly recognized that the County must retain broad authority to fulfill and implement its responsibilities and may do so by work rules, oral or written, existing or future. It is agreed, however, that the requirements of Oregon law will always be paramount. All work rules which have been or shall be reduced to writing will be furnished to the Union and to affected employees at or prior to the effective date.

This paragraph only applies to mandatory subjects of bargaining. If the County wishes to implement or change any policy, rule, or procedure which directly relates to a mandatory subject of bargaining as defined by statute, the County shall provide the Union a copy for review no less than fourteen (14) days prior to implementation. If the Union disagrees with the new rule, policy or procedure, the County, upon request shall meet with the Union to discuss and bargain if necessary. The Union may file an unfair labor practice complaint with the Employment Relations Board if the County refuses to bargain. If the Board determines that the change is a permissive or prohibited subject of bargaining, the Union shall withdraw its demand to bargain. If the Board determines the change is a mandatory subject of bargaining, the parties shall meet to negotiate the subject change. If, after bargaining, the parties do not reach an agreement, the Union may exercise its right to utilize dispute resolution procedures under ORS 243.712-243.726.

17.4 Subcontracting. The parties to this Agreement understand and agree that the County retains the right to contract or subcontract any work that has been previously or regularly performed by employees covered by this Agreement. Prior to any final decision to contract or subcontract such work, however, the County agrees to afford an opportunity for the Union to discuss the effects of subcontracting on Union members and the Union may suggest alternatives for consideration by the County. Notwithstanding the above, the decision to contract or subcontract work performed for the County is vested exclusively in the provisions of this Agreement or the collective bargaining laws of Oregon. This provision shall not affect employee rights otherwise specifically granted by the terms of this Agreement.

17.5 New Classifications. Whenever the County creates a new classification within the bargaining unit, the County will prepare a job description and establish an appropriate pay rate. The County will provide the Union with this information. The Union will have thirty (30) days to request bargaining over wages. In any event, the County may implement the position once it has provided written notice to the Union.

17.5 a. Work Out of Classification. An employee who is assigned for a limited period to perform the duties of a position at a higher classification for at least two consecutive work days, shall be compensated for all hours worked beginning from, and including, the first day of the assignment at a rate of pay which is five percent (5%) more than his/her present wages or the first step of the higher classification, whichever is greater.

17.5 b. Classification Review to Higher Classification. Any employee classified upward shall move into the new range at the closest step that is higher than the employee's current rate. Anniversary date for future step increases shall be established as the first of the month following the date the employee's request was received by the County.

17.5 c. Classification Review to Lower Classification. Any employee classified downward shall move into the new range at the step that is nearest the employee's current rate. The employee's anniversary date shall remain the same. If the employee's rate is above the highest step in the lower range, the employee shall receive no reduction in pay. Similarly, such employee shall not receive future salary adjustments until such time as the new range encompasses the employee's salary. At this time, the employee shall have a salary adjustment to the nearest step in the range. The employee shall also be placed on the Layoff List for the previously held classification.

17.6 Safety Equipment. The County shall make the following safety equipment available for check-out when an employee is required to use a County vehicle: a) Blanket; b) First Aid Kit; c) Flares; and d) Flashlight.

17.7 Transfer. In the event a non-probationary employee is transferred to another position within the bargaining unit, the employee will retain their County seniority and any sick leave or vacation that has been accrued and is unused. If the County requires an employee to transfer to the same classification in a different department, he/she will not serve a probationary period, they will retain their anniversary date and remain at the same salary step.

17.8 Promotion. When an employee is promoted to a higher paying classification within his/her department, the employee will serve a probationary period of six (6) months. In the event the employee does not successfully complete his/her probationary period, the employee will be entitled to bump back to his/her previous position, so long as the position is still in existence in the department.

When an employee is promoted as described above, he/she shall be moved to the next highest pay in the new pay range. The employee's new anniversary date shall be the date of his/her promotion.

17.9 Road Department Fire Duty. Road Department employees who are assigned to report to Fire Duty shall receive the following prior to deployment:

- Wildland Fire Training
- Fire Safety Protective equipment, including but not limited to, clothing, and eyewear that meet applicable safety standards, emergency medical supplies, etc.
- Food
- Shelter

A fire assignment is defined as the time period from activation until the employee returns to his/her normal workplace.

Employees shall not normally work more than sixteen (16) hours in a twenty-four (24) hour period.

ARTICLE 18 - SAVINGS CLAUSE AND FUNDING

18.1 Savings Clause. Should any provision of this Agreement be found by a court of competent jurisdiction to be in violation of any federal, state or city law, the remainder of the provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, section or portion thereof.

18.2 Funding. In the event the County cannot live up to the economic provisions of this Agreement, then at the request of the County, economic provisions will be reopened for negotiation.

The parties recognize that revenue needed to fund wages and benefits provided by the Agreement must be approved annually by established budget procedure and in certain circumstances by vote of the citizens of the County. All such wages and benefits are therefore contingent upon sources of revenue and where applicable, annual voter budget approval. The County has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitation, but cannot and does not guarantee any level of employment in the bargaining unit covered by this agreement.

ARTICLE 19 - TERM OF AGREEMENT


This Agreement shall be effective when both parties have ratified/executed the Agreement and shall remain in full force and effect until the 31st day of December 2027.

The agreement shall renew automatically from year to year after its expiration unless either party provides notice of its intent to negotiate by July 1 of the expiring year.

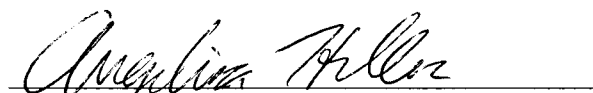
This Agreement is executed on this 15 day of ^{May}~~April~~ 2025 by:

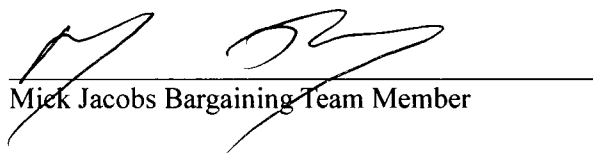
Union

Malheur County Employees AFSCME Local 3831:


Sheri Palmer President


Belinda Ramirez Bargaining Team Member


Angelica Heller Bargaining Team Member



Mick Jacobs Bargaining Team Member

Allan MacLean
Oregon AFSCME Council 75 Representative


This Agreement is executed on this 15 day of ~~April~~^{May} 2025 by:

Union

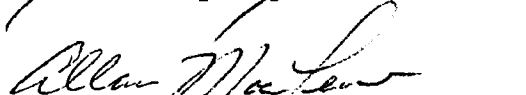
Malheur County Employees AFSCME Local 3831:


Sheri Palmer President


Belinda Ramirez Bargaining Team Member


Angelica Heller Bargaining Team Member


Mick Jacobs Bargaining Team Member


Allan MacLean
Oregon AFSCME Council 75 Representative

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ARTICLE 20 - EXECUTION OF AGREEMENT

This agreement is executed on this the 21 day of ^{May}~~April~~ 2025 by:

Malheur County:

Absent

Daniel P. Joyce
County Judge

Ron Jacobs

Ron Jacobs
County Commissioner

Jim Mendiola

Jim Mendiola
County Commissioner

MALHEUR CO SALARY SCHED
(37 1/2 HR WK) AFSCME/MCEA
Effective 7/01/2025

STEP NUMBER

RANGE #	1950	0	1	2	3	4	5	6	7	8	9	10
Office Assistant I	1	2,596.43	2,752.22	2,889.83	2,962.08	3,036.13	3,112.03	3,189.83	3,269.58	3,351.32	3,435.10	3,520.98
	2	2,726.25	2,889.83	3,034.32	3,110.18	3,187.93	3,267.63	3,349.32	3,433.05	3,518.88	3,606.85	3,697.02
	3	2,862.56	3,034.31	3,186.03	3,265.68	3,347.32	3,431.00	3,516.78	3,604.70	3,694.82	3,787.19	3,881.87
Office Assistant II												
Accounting Assistant	4	3,005.69	3,186.03	3,345.33	3,428.96	3,514.68	3,602.55	3,692.61	3,784.93	3,879.55	3,976.54	4,075.95
	5											
Health Specialist	5	3,155.97	3,345.33	3,512.60	3,600.42	3,690.43	3,782.69	3,877.26	3,974.19	4,073.54	4,175.38	4,279.76
Accounting Specialist												
Assessor Clerk, Civil Clerk,												
Discovery Clerk, Comm.												
Service Coord, EH Clerk,												
Juvenile Clerk, Juv Tech												
Planning Clerk												
Recording Clerk	6	3,313.77	3,512.60	3,688.23	3,780.44	3,874.95	3,971.82	4,071.12	4,172.90	4,277.22	4,384.15	4,493.75
Building Permit Tech Legal												
Assistant												
Admin Assistant	7	3,479.46	3,688.23	3,872.64	3,969.46	4,068.70	4,170.42	4,274.68	4,381.55	4,491.09	4,603.37	4,718.45
Child Support Specialist	8	3,653.43	3,872.64	4,066.27	4,167.93	4,272.13	4,378.93	4,488.40	4,600.61	4,715.63	4,833.52	4,954.36
LPN												
Veterans Service Trainee	9	3,836.10	4,066.27	4,269.58	4,376.32	4,485.73	4,597.87	4,712.82	4,830.64	4,951.41	5,075.20	5,202.08
	10	4,027.91	4,269.58	4,483.06	4,595.14	4,710.02	4,827.77	4,948.46	5,072.17	5,198.97	5,328.94	5,462.16
Cartographer												
Appraiser I												
Assessor Technician	11	4,229.31	4,483.07	4,707.22	4,824.90	4,945.52	5,069.16	5,195.89	5,325.79	5,458.93	5,595.40	5,735.29
Inspector 1												
Appraiser II												
Sales Analyst												
Juvenile Counselor												
Environmental H S I	12	4,440.78	4,707.23	4,942.59	5,066.15	5,192.80	5,322.62	5,455.69	5,592.08	5,731.88	5,875.18	6,022.06
Drug Court Coordinator												
Appraiser III	13	4,662.82	4,942.59	5,189.72	5,319.46	5,452.45	5,588.76	5,728.48	5,871.69	6,018.48	6,168.94	6,323.16
GIS Specialist												
Juvenile Diversion Spec												
Environmental H S II	14	4,895.96	5,189.72	5,449.21	5,585.44	5,725.08	5,868.21	6,014.92	6,165.29	6,319.42	6,477.41	6,639.35
	15	5,140.76	5,449.21	5,721.67	5,864.71	6,011.33	6,161.61	6,315.65	6,473.54	6,635.38	6,801.26	6,971.29
Registered Nurse	16	5,397.80	5,721.67	6,007.75	6,157.94	6,311.89	6,469.69	6,631.43	6,797.22	6,967.15	7,141.33	7,319.86
Structure/Mech/Elect Insp	17	5,667.69	6,007.75	6,308.14	6,465.84	6,627.49	6,793.18	6,963.01	7,137.09	7,315.52	7,498.41	7,685.87
	18	5,951.07	6,308.13	6,623.54	6,789.13	6,958.86	7,132.83	7,311.15	7,493.93	7,681.28	7,873.31	8,070.14
	19	6,248.62	6,623.54	6,954.72	7,128.59	7,306.80	7,489.47	7,676.71	7,868.63	8,065.35	8,266.98	8,473.65
	20	6,561.05	6,954.71	7,302.45	7,485.01	7,672.14	7,863.94	8,060.54	8,262.05	8,468.60	8,680.32	8,897.33

MALHEUR CO SALARY
 SCHED (40 HR WK) AFSCME/
 MCEA Effective 7/01/2025

STEP NUMBER

RANGE #	2080	0	1	2	3	4	5	6	7	8	9	10
NO PERS												
NUMBER												
Landfill Fee Collector	1	2,751.04	2,916.10	3,061.91	3,138.46	3,216.92	3,297.34	3,379.77	3,464.26	3,550.87	3,639.64	3,730.63
	2	2,888.59	3,061.91	3,215.01	3,295.39	3,377.77	3,462.21	3,548.77	3,637.49	3,728.43	3,821.64	3,917.18
	3	3,033.02	3,215.00	3,375.75	3,460.14	3,546.64	3,635.31	3,726.19	3,819.34	3,914.82	4,012.69	4,113.01
Custodian												
Office Assistant II	4	3,184.67	3,375.75	3,544.54	3,633.15	3,723.98	3,817.08	3,912.51	4,010.32	4,110.58	4,213.34	4,318.67
Victims Advocate	5	3,343.90	3,544.53	3,721.76	3,814.80	3,910.17	4,007.92	4,108.12	4,210.82	4,316.09	4,423.99	4,534.59
	6	3,511.10	3,721.77	3,907.86	4,005.56	4,105.70	4,208.34	4,313.55	4,421.39	4,531.92	4,645.22	4,761.35
	7	3,686.66	3,907.86	4,103.25	4,205.83	4,310.98	4,418.75	4,529.22	4,642.45	4,758.51	4,877.47	4,999.41
	8	3,870.99	4,103.25	4,308.41	4,416.12	4,526.52	4,639.68	4,755.67	4,874.56	4,996.42	5,121.33	5,249.36
	9	4,064.54	4,308.41	4,523.83	4,636.93	4,752.85	4,871.67	4,993.46	5,118.30	5,246.26	5,377.42	5,511.86
	10	4,267.77	4,523.84	4,750.03	4,868.78	4,990.50	5,115.26	5,243.14	5,374.22	5,508.58	5,646.29	5,787.45
Weed Sprayer												
Equipment Operator												
Heavy Equip Mechanic	11	4,481.16	4,750.03	4,987.53	5,112.22	5,240.03	5,371.03	5,505.31	5,642.94	5,784.01	5,928.61	6,076.83
Computer Technician	12	4,705.22	4,987.53	5,236.91	5,367.83	5,502.03	5,639.58	5,780.57	5,925.08	6,073.21	6,225.04	6,380.67
	13	4,940.48	5,236.91	5,498.76	5,636.23	5,777.14	5,921.57	6,069.61	6,221.35	6,376.88	6,536.30	6,699.71
Sys Admin 1												
Road & Shop Forman	14	5,187.50	5,498.75	5,773.69	5,918.03	6,065.98	6,217.63	6,373.07	6,532.40	6,695.71	6,863.10	7,034.68
	15	5,446.88	5,773.69	6,062.37	6,213.93	6,369.28	6,528.51	6,691.72	6,859.01	7,030.49	7,206.25	7,386.41
	16	5,719.22	6,062.37	6,365.49	6,524.63	6,687.75	6,854.94	7,026.31	7,201.97	7,382.02	7,566.57	7,755.73
	17	6,005.18	6,365.49	6,683.76	6,850.85	7,022.12	7,197.67	7,377.61	7,562.05	7,751.10	7,944.88	8,143.50
	18	6,305.44	6,683.77	7,017.96	7,193.41	7,373.25	7,557.58	7,746.52	7,940.18	8,138.68	8,342.15	8,550.70
	19	6,620.71	7,017.95	7,368.85	7,553.07	7,741.90	7,935.45	8,133.84	8,337.19	8,545.62	8,759.26	8,978.24
	20	6,951.75	7,368.86	7,737.30	7,930.73	8,129.00	8,332.23	8,540.54	8,754.05	8,972.90	9,197.22	9,427.15