



Collective Bargaining Agreement

Between
Morrow County
&
Morrow County Employees Local 2479,
Sub-Local 002

AFSCME Council 75

Effective through June 30, 2028

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PREAMBLE

This Agreement is entered into between Morrow County, Oregon, hereinafter referred to as the "County" and Morrow County Employees Local Union 2479, Sub-Local 002 of the American Federation of State, County and Municipal Employees, (AFSCME) Council 75, hereinafter referred to as the "Union".

ARTICLE 1. SCOPE OF AGREEMENT

SECTION 1. BARGAINING UNIT DESCRIPTION

The bargaining unit covered by this Agreement shall consist of all regular and probationary employees, employed for twenty (20) or more hours per week, whose job classification titles appear in the Addendum hereof. Temporary employees shall be excluded.

All employees hired pursuant to any federal, state, or other program whereby an agency other than the County is providing all or a portion of the funding, shall be subject to the provisions of this Agreement only to the extent such coverage is consistent with the agreement between the County and the funding agency.

A part-time employee who is employed less than twenty (20) hours per week shall not be covered under the terms of this Agreement.

A temporary employee under this Article is a full-time employee not to exceed six (6) months or 1040 hours or a part-time employee not to exceed 1040 hours in a calendar year, whichever comes first without the prior written consent of the Union.

SECTION 2. STATUTORY DIVISION OF RESPONSIBILITY

It is recognized that there is a statutory division of responsibility among the County Board of Commissioners, County Clerk, Assessor, Treasurer, Tax Collector, Justice Court, Public Works, Public Health, Planning, Accounting, Veterans, Juvenile and District Attorney with respect to administration of the departments covered by this Agreement. Such statutory division of responsibility will control in the event of conflict with any provision of this Agreement.

SECTION 3. RECOGNITION

The County recognizes the Union as the sole and exclusive bargaining agent for all employees in the bargaining unit for the purpose of negotiations with respect to employment relations as defined by ORS 243.650-762.

SECTION 4. NEW POSITIONS

When any new position which is properly in the bargaining unit is established, the County shall designate a job classification and pay rate for the position. The Union shall be notified within thirty (30) days and

shall be afforded an opportunity to meet and discuss the matter. If the Union does not agree that the rate set for the classification is proper, the Union may submit the issue as a grievance under the procedures of Article 5. In any event, the County may implement and fill the position when it deems appropriate.

ARTICLE 2. UNION SECURITY

SECTION 1. DUES DEDUCTION

The County agrees to deduct the uniformly required Union membership dues and other authorized fees or assessments biweekly from the pay of those employees who have authorized such deductions in writing. The amounts deducted shall be given to the local treasurer as designated by the Union with a list of the employees' subject to the deduction.

SECTION 2. MINIMUM WORKDAYS FOR DEDUCTION

For the purpose of calculating months to determine the beginning or end of the payroll deductions called for in this Article, dues or like amounts shall be deducted for any calendar month during which the employee works ten (10) working days or more.

SECTION 3. HOLD HARMLESS

The Union and the employees hereby hold harmless, acquit and forever release Morrow County, their Commissioners and each and all of their individual officials, officers, employees, agents and insurers, and their successors, individually and collectively, and any and all other persons who might be claimed to be liable from any and all claims of every nature and kind whatsoever, known and unknown, suspected or unsuspected, past, present or future which has been or might be asserted against Morrow County arising out of or in connection with this Article.

SECTION 4. BULLETIN BOARDS

The County agrees to provide adequate space on existing bulletin boards for use by the Union. All materials posted thereon by the Union shall be on Union letterhead stationery or otherwise clearly identified as originating from the Union.

SECTION 5. AFSCME REPRESENTATIVES

With notification to the appropriate supervisor, Oregon AFSCME Council Representatives of the Union shall have access to the premises of the County during working hours to conduct Union business. Such business shall not interfere with or interrupt county operations.

SECTION 6. DESIGNATED UNION REPRESENTATIVES

The Union will select employees who are designated by the Union as representatives for employees in a bargaining unit. Representatives include but are not limited to Union executive board members and stewards. The names of Designated Union Representatives will be certified in writing and submitted to the County by the Union representative or designee. No employee will be recognized as a designated Union representative without being certified as noted above.

The County shall allow designated Union representatives reasonable time to engage in activities protected by the Public Employee Collective Bargaining Act (PECBA) during work hours and at County facilities without loss of compensation or benefits, provided that they properly notify their immediate supervisor, including but not limited to; investigation of grievances and attendance at grievance meetings, attendance at investigatory meetings, hearings and other due process proceedings, distribution of Union information, attendance at Steward meetings and training sessions, new employee orientation presentations.

SECTION 7. LABOR & MANAGEMENT MEETINGS

The County and the Union each agree to hold labor and management meetings when requested by either party at a mutually convenient time and place to discuss any matters pertinent to maintaining good employer/employee relationships.

SECTION 8. NEGOTIATING TEAM

Negotiating times will be scheduled by mutual agreement between the Union and management. Up to three bargaining unit members plus one alternate will be released from work without loss of compensation or paid vacation time off to serve on the negotiating committee or bargaining team.

The members of the team must be declared thirty (30) days in advance for scheduling purposes or as other otherwise agreed.

ARTICLE 3. MANAGEMENT RIGHTS

The County retains all 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. The rights of employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement, and the County retains all prerogatives, functions, and the rights not specifically limited by the specific terms of this Agreement.

Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the County shall include the following:

- A. To determine the services to be rendered to the citizens of the County.
- B. To determine and to follow the County's financial, budgetary and accounting procedures.
- C. To direct and supervise all operations, functions and policies of the departments in which the employees covered by this Agreement are employed, and in the remainder of the County as such employees covered by this Agreement may be affected thereby, so long as such directions and supervision of such operations, functions and policies are consistent with the terms and provisions of this Agreement.
- D. To establish, revise and implement the standards for hiring, classification, promotion, quality of work, safety materials and equipment.
- E. To determine the need for additional educational courses, training programs, on-the-job training, and cross-training, and to assign employees to such duties for such periods to be determined by the County.
- F. To close or liquidate any office, branch, operations or facility, or combination of facilities, or to

relocate, reorganize or combine the work of divisions, offices, branches, operations, or facilities for budgetary or other reasons.

- G. 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, transfer within the same pay range and retain employees; the right to lay off; the right to abolish positions or reorganize the departments or divisions (subject to Article 2); the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies.
- H. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
- I. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
- J. To assign and distribute work and work duties.
- K. To assign shifts, workdays, hours of work and work locations subject to the terms of the Agreement.
- L. To determine the need for and the qualifications of new employees, transfers, and promotions.

ARTICLE 4. STRIKES AND LOCKOUTS

SECTION 1. STRIKES

The Union or its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage, slowdown, picketing or any other restriction of work at any location in the County during the duration of this agreement. Disciplinary action, including discharge, may be taken by the County against any employee or employees engaged in a violation of this Article, and shall not preclude restrict recourse to any other remedies, including an action for damages, which may be available to the County.

In the event an employee is unable to perform his/her assigned duties because equipment or facilities are not available due to a strike, work stoppage, or slowdown by any other employees, such inability to provide work shall not be deemed a lockout.

SECTION 2. LOCKOUT

There will be no lockout of employees covered by this Agreement by the County as a consequence of any dispute arising during the effective period of this Agreement.

ARTICLE 5. SETTLEMENT OF DISPUTES

SECTION 1. GREIVANCE AND ARBITRATION PROCEDURE

Any dispute which may arise between the parties concerning the application, meaning, or interpretation of this Agreement shall be settled in the following manner:

STEP 1 - Informal Discussion.

The affected employee, with or without Union representation will contact their immediate supervisor to meet and discuss alleged contract violation prior to filing a written grievance at step 2.

STEP 2 - Formal Filing.

If the issue is unresolved, the Union will submit a written grievance containing the date of occurrence, the act or omission that created the grievance, the Article and Section violated, and the remedy desired within thirty (30) calendar days of the alleged occurrence. Where the issue is not settled at Step 1, the Union shall submit the grievance to the Department Head or designee within thirty (30) calendar days of the alleged occurrence. The Department Head's response shall be due in writing within ten (10) working days of receipt of the grievance.

STEP 3 - Board of Commissioners.

If the grievance remains unresolved, the Union may, within 10 (ten) working days of receiving the Step 2 response (not including the date of response), submit the grievance to the BOC for review. The BOC shall have twenty (20) working days from the date of presentation (not including the date of presentation) in which to respond to the grievance.

STEP 4 - Arbitration.

If the grievance is still unsettled after completion of Step 3, the union may, within ten (10) working days of the written response from the BOC, submit the matter to final and binding arbitration as provided herein. The parties shall first attempt to select an arbitrator who is mutually acceptable. If within ten (10) working days from the request for arbitration the parties are unable to agree upon an arbitrator, the parties shall strike from a list of seven arbitrators. Both the BOC or its designee and the union shall have the right to strike three (3) names from the list. The party requesting arbitration shall strike the first name, and the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. Expenses of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. The arbitrator shall have the authority to consider only a claim based upon a specific provision of this Agreement and shall have no authority to add to, modify, or detract from this Agreement.

Any decision of the arbitrator within the scope of this Agreement shall be final and binding upon the parties.

SECTION 2. TIME PERIODS

Time periods specified in this Article may be extended or modified only by mutual consent.

The term "working days" as used herein shall mean those days that the general County offices are open for business.

Failure by the Union to comply with a specified time period shall be considered equivalent to dropping the grievance and the dispute shall not be subject to arbitration as provided herein. If the Union wishes to pursue the grievance despite the time limit default, the grievance may be processed to the BOC. In this instance, the BOC's decision shall be final and binding.

Failure by the County to comply with a specified time period shall constitute rejection of the grievance at that step, thereby automatically moving the grievance to the next step.

SECTION 3. DETERMINATION OF MERIT

The provisions of this Article shall not be interpreted to require that the Union process any grievance through the grievance or arbitration procedure which it believes lacks sufficient merit.

SECTION 4. PROCESSING OF GREIVANCE

Employees will be paid for time spent during their regular working hours meeting with County officials for the purpose of processing grievances or resolving contract administration issues, but will not be paid for meeting time that falls outside their regular working hours. Time off with pay for the purpose of investigating or preparing grievances for arbitration or other third party- hearing will not be allowed. Time off without loss of pay will, however, be allowed when the County requires an employee to attend an arbitration or other third-party hearing on the County's behalf.

ARTICLE 6. PROBATIONARY PERIOD

SECTION 1. NEW EMPLOYEES

Every new employee or current employee hired to fill another position in the bargaining unit that is not a promotion* shall serve a probationary period of six (6) months.

Upon mutual agreement between the employee and the County, along with notification to the Union, the probationary period may be extended by up to six (6) months for employees. During the probationary period, the County shall have the right to terminate the employee for any reason, and the employee shall not have recourse to the provisions of Article 5 (the Grievance Procedure) hereof. Except as provided for herein and elsewhere in this Agreement, probationary employees shall be subject to all provisions of this Agreement. Leave and layoff time shall not be credited towards the probationary period.

SECTION 2. PROMOTION OR TRANSFER

An employee selected to fill a job opening that is a promotion or transfer shall have up to six (6) months to demonstrate their ability to satisfactorily perform the job. In the event they are unable to satisfactorily perform the job, they shall have the right to return to their last job position with all seniority restored within that classification, if the employee's request to return is made within the first ninety (90) calendar days of the promotion or transfer. The employee will be returned to their last job position within forty-five (45) calendar days of their request.

If the employee who was selected to fill the job has not completed their initial probationary period, as specified in 6.1 hereof, the above six-month period and the probationary period shall run concurrently.

*A promotion is defined as a progression within the same job, for example Appraiser 1 to Appraiser 2 or movement into a Senior title with the same classification.

ARTICLE 7. DISCIPLINE AND DISCHARGE

SECTION 1. TYPES OF DISCIPLINE

Disciplinary actions to be invoked shall be limited to the following: written reprimand, demotion, reduction in pay, suspension without pay, and discharge. Except as provided for in Article 6 hereof, discipline will only be invoked for just cause and be subject to the Grievance Procedure.

SECTION 2. STANDARD

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

SECTION 3. PROBATIONARY PERIOD

This article shall not apply to any employee on probation as defined in Article 6 - Probationary Period.

SECTION 4. IMPOSITION

If the County has reason to discipline an employee, it shall make reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the public.

SECTION 5. DUE PROCESS

In the event 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.
- B. The employee shall be notified of the disciplinary sanctions being considered.
- C. The employee will be given an opportunity to refute the charges or allegations either in writing or verbally in an informal hearing.
- D. At their request, the employee will be entitled to Union representation at the informal hearing.
- E. In the event of a reduction in pay, dismissal, suspension, or demotion a written statement shall be given to the employee at the time the action is taken. An electronic copy will be sent to the Local Union Sub-Chapter President and Council Representative within seven (7) days at the request of the employee.

SECTION 6. JUST CAUSE STANDARDS

For the purpose of this Agreement just cause shall be determined in accordance with the following guidelines:

- F. The employee shall have some warning of the consequences of the conduct, unless the

conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.

- G. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate.
- H. The County must conduct a reasonable investigation.
- I. It must be determined that the employee is guilty of the alleged misconduct or act.
- J. 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.
- K. The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

ARTICLE 8. HOURS OF WORK

SECTION 1. WORK HOURS AND WORKWEEK

The regular hours of work each day shall be consecutive except for an uncompensated meal period. The regular work week shall consist of not more than 5 consecutive days.

SECTION 2. MEAL PERIODS

All employees shall be granted a minimum of a 30-minute uncompensated meal period during each work shift of more than five hours. The meal period shall normally be taken between 3 and 5 hours after the start of the work shift.

SECTION 3. REST PERIODS

Each employee shall be allowed a paid 15-minute rest period during the first four (4) hours of their shift, and a paid 15-minute rest period during the second four (4) hours of their shift. Whenever reasonable, rest periods shall be taken at the middle of each four (4)-hour period.

SECTION 4. MINIMUM HOURS

There shall be no guaranteed number of hours of work per day or per week, nor shall there be a guaranteed minimum level of total monthly or annual compensation.

SECTION 5. REPORTING PAY/INCLEMENT CONDITIONS

When, in the judgment of the County, weather conditions require the closing or curtailing of a county office within the employee's regularly scheduled work day and the employees are ordered home by their Supervisor or Department Head, such employees shall not suffer loss of pay for that day. Should the county office remain closed for additional days, such employees may apply accrued vacation or compensatory time for their regularly scheduled shift.

The County may direct employees to remain at home prior to the beginning of the work shift because of inclement weather, hazardous conditions, or other circumstances when work will not be available. If announcement is provided by telephone prior to the employee leaving home, the employee will be authorized the optional use of accrued vacation, compensatory time, or leave without pay during the period in which the employee's work is curtailed.

If the County has not attempted to notify an employee not to report to work and the employee reports as scheduled, s/he shall be provided a minimum of two (2) hours work or two (2) hours pay.

SECTION 6. FLEX TIME

From time to time, and by voluntary mutual agreement between the employee and the supervisor, an alternative to the regularly scheduled day or work week may be worked. A "flexed" schedule may change the starting and/or ending time of one or more work days and may change the number of hours worked in a day or on several days. A flexed schedule will not, however, change the total number of hours worked in the FLSA established weekly work period for the affected employee.

Notwithstanding the requirements of the overtime article and of ORS 653.268, and as specifically allowed by ORS 653.269, a flexed work schedule shall not result in the payment of overtime.

ARTICLE 9. HOLIDAYS

SECTION 1. RECOGNIZED HOLIDAYS

The following shall be recognized as holidays:

| | |
|----------------------------|-------------------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Jr. Day | Veterans Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Employee Appreciation Day (DAT-NYE) |
| Juneteenth | Christmas Day |
| Independence Day | |

In addition to the above, any day designated by the Board of Commissioners as a holiday for bargaining unit members shall be so observed.

Floating Holidays: Full-time employees shall accrue one floating holiday each fiscal year. Employees may take this holiday at times approved by the employer. Floating holidays may only be denied for a legitimate business purpose. The floating holiday must be used during the year it was accrued. Part-time employees will have this benefit prorated.

SECTION 2. ELIGIBLE EMPLOYEES

All regular, full-time employees shall receive the day of the holiday observance off with pay, or if required to work on the day of the holiday observance, be paid at the rate of time-and-a-half (1 ½x) the regular hourly rate for all hours worked, in addition to the holiday pay.

Only those employees who work or are on leave with pay on their first regularly scheduled working day before and after the holiday shall be eligible for the holiday pay. Holidays that fall on a Sunday shall be observed on the following Monday, and holidays occurring on a Saturday shall be observed on the preceding Friday for employees on a Monday through Friday work schedule.

Employees on a 4/10 work schedule shall receive the holiday on the closest regular working day, or on the last working day prior to the holiday when the holiday falls on the second day of the employee's three-day weekend.

SECTION 3. PART-TIME EMPLOYEES

When a part-time employee is normally scheduled to work the day on which a holiday falls, they shall be paid for the hours they would normally have worked.

SECTION 4. VOLUNTARY WORK ON A HOLIDAY

It is understood that if a full-time or part-time employee chooses to work the actual holiday, they must receive supervisor approval, and the employee shall be paid straight time for hours worked on the holiday, and the time-and-a-half holiday pay provisions shall not apply.

ARTICLE 10. SICK LEAVE

SECTION 1. ACCRUAL

Full-time employees shall be credited with 3.7 hours of sick leave for each payroll period worked (approximately one (1) day per month) to a maximum of 960 hours.

Part-time employees shall receive pro rata sick leave accrual based upon the relationship the employee's regularly scheduled work week bears to forty (40) hours.

SECTION 2. UTILIZATION

Employees who have completed one (1) full calendar month of employment may apply accrued sick leave to cover qualifying absences under the Oregon Paid Sick Leave Law. Employees shall provide at least ten (10) days' notice for foreseeable absences.

SECTION 3. PHYSICIAN CERTIFICATION

If the County has a reasonable cause for concern, in accordance with the law, it may require a physician's certification of an employee's ability to perform their job. When the County requires this certification, the County will re-imburse the costs not covered by the employee's insurance and the employee will be permitted to attend medical appointments without loss of pay when required to obtain physician's certification.

SECTION 4. EMPLOYEE NOTIFICATION

In the event an employee suffers from sickness and is unable to perform their duties, they shall notify their supervisor (or in the supervisor's absence the Department head or HR Director) of their expected absence, and the nature and expected length thereof, at least (30) minutes prior to the scheduled start of their regular work shift. If due to physical incapacity or other cause the employee is unable to provide the above-specified notice, they shall cause a spouse or other responsible party to provide the notice on their behalf or, if such is not possible, do so at the earliest available opportunity.

SECTION 5. LIMITATIONS

Except as allowed by the County's pension plan, all sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.

No County employee shall be entitled to sick leave pay while absent from duty due to the following causes:

- A. Inability to properly perform required duties because of intoxication.
- B. Injury or illness for which the employee is or should be eligible for industrial insurance benefits by reason of employment with an employer other than the County.
- C. An on-the-job injury or illness for which the employee is eligible for workers' compensation benefits. However, if such time loss injury is for less than fourteen (14) days, the employee shall be eligible for sick leave benefits for the day of the injury and the following two (2) days.

All employees are insured under a group policy for occupational accidents which result in injury or disease that is directly related to the employees' work. Benefits include medical treatment and care, as well as disability compensation pay during time lost from job.

In the event of extended physical disability due to an occupational accident or disease, the employee will receive workers' compensation insurance benefits and during this time will be considered to be on disability leave from County services. The disability leave will be without wages from the County, but the County will continue to provide group coverage premiums for life, long-term disability, and medical insurance for a maximum period of three (3) months from the time of the disabling circumstance. In accordance with state and federal law, the employee may continue health insurance coverage on a self-pay basis.

If it is established that an employee, incapacitated by reason of occupational injury or disease, may safely resume some form of work but is not physically able to perform the duties of their previous position, they shall be reinstated in other work that they are able to perform if such is available. If the employee refuses such assignment, the County's obligation to retain the employee is ended.

ARTICLE 11. VACATIONS

SECTION 1. ACCRUAL & ELIGIBILITY

Vacation shall accrue in accordance with the following table:

| <u>Years of Service</u> | <u>Hours accrued for each pay period</u> |
|-------------------------|------------------------------------------|
| 0-4 | 3.70 |
| 5-9 | 4.32 |
| 10-14 | 4.93 |
| 15-19 | 5.54 |
| 20+ | 6.16 |

All service credited for vacation accrual purposes must be continuous. In all cases the actual accrual will be based upon hours accrued per pay period, not annual equivalent. Holiday, Vacation and Sick Leave time, provided it was compensated as if worked, will count as hours worked for purposes of this Section.

Vacation credit shall not be granted to employees during their first six (6) months of service. Upon successful completion of such period, the employee shall, have any available accrued vacation time credited to their account

Part-time employees shall receive pro rata vacation accrual based upon the relationship the employee's regularly scheduled work week bears to forty (40) hours.

SECTION 2. SCHEDULING

Employees shall be permitted to request either a split or single vacation. Whenever possible, consistent with the judgment of the supervisor as to the needs and requirements for vacation relief, employees may schedule their vacation times. Subject to such requirements, vacation time shall be scheduled between employees on the basis of department seniority; provided, however, each employee will be permitted to exercise seniority once each year. The County shall have the final determination of vacation times based on operations and the availability of vacation relief. To utilize vacation, an employee shall notify their supervisor of their scheduling request in writing on a form furnished by the County at least two (2) weeks but not more than six (6) months prior to the start of the requested vacation. The supervisor will approve or deny the request within five (5) working days of receipt thereof. However, by mutual agreement between an employee and their supervisor, vacation may be taken without such advance notice.

SECTION 3. WORKING DURING VACATION PERIOD

Any employee who is required to work during vacation period shall be paid for all hours worked at a rate of one and one half (1 ½x) times their regular rate of pay for hours worked during the entire period of the originally scheduled vacation; provided, however, such vacation had been previously approved in advance in accordance with the provisions of Section 11.2. The employee's vacation with pay shall be rescheduled to a future period. If an employee is offered and accepts voluntary work during their scheduled vacation, the work shall not be subject to the foregoing provisions.

SECTION 4. TERMINATION OR DEATH

Upon termination or death of a regular, full-time employee who has completed at least six (6) months of employment, compensation for all accumulated vacation shall be paid to the employee their heirs.

SECTION 5. ROLLOVER AND CASHOUT OPTION

Employees shall not be allowed to maintain an accrued vacation balance of more than two hundred and fifty-six (256) hours.

Employees are provided vacation leave as a benefit to improve employee health and morale and are encouraged to use it. Vacation leave can be carried over from year to year up to the amount of 200 hours. If an employee has accrued more than 200 hours in vacation leave by October 1 of each year, the excess vacation leave will be paid

out to the employee by October 31. No cashout benefit of more than 56 hours will be paid annually.

The first cashout cycle will take place October 2025.

ARTICLE 12. LEAVES WITHOUT PAY

SECTION 1. FAMILY MEDICAL LEAVE

The parties recognize that state and federal law provides for paid and/or non-paid leaves to care for children and other family members. Any disputes regarding the benefits provided under those laws may be pursued through Steps 1 through 3 of the grievance procedures, Article 5 hereof, but shall not be pursued to Step 4, arbitration, or otherwise serve as the basis of a claim of a violation of this Agreement.

SECTION 2. OTHER LEAVES

Leaves of absence for reasons other than the above may be allowed at employer's discretion.

SECTION 3. LEAVE CONDITIONS

While on leave of two weeks or more, an employee shall maintain previously accumulated leave time, but shall not continue to accrue seniority. The employee shall not receive County-paid benefits but may, subject to such restrictions as the carrier may impose, continue to receive medical insurance coverage on a self-pay basis.

ARTICLE 13. LEAVES WITH PAY

SECTION 1. JURY DUTY

Regular, full-time employees shall be granted leave with full pay, computed on the basis of the employee's regularly scheduled work days, at straight-time rate, any time they are required to report for jury duty or jury service. An eligible employee shall endorse any jury fee (excluding mileage and meal allowances to the County as a condition to the receipt of jury pay. The employee is expected to report for work when doing so does not conflict with court obligations. It is the employee's responsibility to keep their supervisor or manager informed about the amount of time required for jury duty. Any employee required to appear in court in connection with or arising from his/her duties with the County shall also be subject to the above provision, except that any employee appearing on behalf of an action against the County or on behalf of the Union shall receive such time off but shall not be compensated therefore.

SECTION 2. MILITARY/SERVICE LEAVE

Regular employees who enter the Armed Forces of the United States or who report for active or training duty with the National Guard or any reserve component of the Armed Forces shall be entitled to re-employment, seniority, and compensation rights in accordance with the Military Selective Service Act of 1967, as amended, Section 408.290 of the Oregon Revised Statutes, or any other applicable state and federal laws.

SECTION 3. BEREAVEMENT LEAVE

In the event of a death in the employee's immediate family, an employee may be granted leave of absence with pay and benefits not to exceed forty (40) hours. Part-time employees shall receive pro rata Bereavement

Leave based upon the relationship of the employee's regularly scheduled work week bears to forty (40) hours. The immediate family means any relative who has resided continuously in the employee's household for the past year or other relations as follows: mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, husband, wife, grandparents, grandchildren, legal guardians in the care of the employee, and minors for whom the employee is the legal guardian.

ARTICLE 14. COMPENSATION

SECTION 1. WAGE SCHEDULES

Employees shall be compensated in accordance with the wage schedule attached as an addendum to this agreement, and which is hereby incorporated into and made a part of this agreement.

Effective July 1, 2024, base wage rates in the Wage Schedule shall increase by 3.4%.

July 1, 2025, July 1, 2026, and July 1, 2027 – the base wage rates in the Wage Schedule shall increase 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 (10th).

It is the intent of both parties to address any unexpected inflation events for the duration of this contract (July 2024 through July 1st of 2027). If there is a nationally recognized inflation event, either party can request to meet and discuss the annual increase prior to its implementation and the other party agrees to discuss concerns in good faith.

SECTION 2. PAYCHECKS

Pay checks shall be issued every two weeks, on Fridays. Expense reimbursement shall not be subject to withholding taxes.

SECTION 3. STEP PLAN

For the duration of this Agreement, new employee shall be hired at no more than step 4 of the scale established for their classification. New hire wages negotiated above step 1 will be based on education, experience, and/or training. Employees, in good standing, will move one step on the salary schedule at each year of service. If an employee is promoted, they will move up one step after one year of service in the new position. No steps will be granted, greater than the top step of the position's scale.

SECTION 4. RETIREMENT

Members hired prior to July 1, 2020 –

The County agrees to maintain its existing retirement plan, subject to the terms and conditions thereof as it applies to employees in the bargaining unit, as follows:

The formula for determining retirement benefits shall be 3% times years of membership, times average

monthly earnings for employees hired before December 31, 1994. The formula for determining retirement benefits shall be 2.4% times years of membership, times average monthly earnings for employees hired after December 31, 1994.

Members hired on or after July 1, 2020 -

The County shall be a participant in the Public Employees Retirement System (PERS)/Oregon Public Service Retirement Plan (OPSRP). Eligibility and participation criteria in the Oregon PERS program are set by PERS. The participants in PERS shall be required to pay an employee contribution of six percent (6%) of their gross wages to the Individual Account Program (IAP) in accordance with state law.

SECTION 5. ON-CALL PAY

The County may assign employees to be "On-call." An "on-call" assignment must be in writing by the Department Head and approved by the County Administrator, and the assignment must set the specific hours "on-call," which will be before or after the employee's normal work schedule.

During an on-call assignment, employees may engage in personal activities. Employees in on-call status must be accessible and respond within five (5) minutes of a call from the County, and the employee must refrain from consuming any substance (including alcohol) that has known mind or function altering effects.

The department supervisor shall be responsible for creating and posting a schedule indicating the times that qualified employees are assigned to on-call duty. The on-call schedule shall be posted two (2) weeks in advance. Changes in scheduling thereafter may be made by the department supervisor to respond to emergencies. Trading of scheduled on-call duty shall only be permitted with the advance approval of the supervisor.

Employees assigned to on-call shall be compensated at the rate of \$3.00 per hour for every hour of time they are scheduled to be on call.

In the event an on-call employees is required to perform remote work of seven (7) minutes or longer, the on-call employee shall be paid at the rate of time-and-a-half (1 ½x) times the regular hourly rate for all hours worked. It is the intent of the parties to comply with the FLSA and time spent worked of less than seven (7) minutes is considered de minimis.

In addition to the on-call compensation, if an employee is required to physically report to a work location, as opposed to perform remote work, during a period of on-call, the employee shall also receive Callout pay under Article 15, Section 2 of this Agreement.

Notwithstanding Section 15.3 No Pyramiding of this Agreement, employees who are on-call during a holiday shall receive their on-call pay in addition to their holiday pay.

Employees are not eligible for on-call pay as provided for in this section during the lunch hour. If employees are called away from their lunch period to respond to an emergency, they shall be compensated in accordance with wage and hour law and the overtime provisions of this agreement.

SECTION 6. WORKING OUT OF CLASSIFICATION PAY

An employee is eligible for "working-out-of-classification" when an employee is assigned in writing, including email, by the department head to assume a substantial portion, if not all, of the duties of a higher classification for a period

of more than five (5) consecutive days. Employees eligible for working-out-of-classification pay shall be paid at five percent (5%) above their regular base rate of pay or the higher-level classification base rate of pay, whichever is greater, for the hours worked in the higher-level classification. An employee is not eligible for working-out-of-classification pay if such assignment is for training purposes. Employee will not receive working-out-of-classification pay unless the assignment is confirmed in writing by the department head.

If an employee believes that they are eligible for working out of classification pay, but for the lack of an assignment in writing, they must first notify their supervisor of the discrepancy in job duties and the classification that is being compared. Within fourteen (14) days of notification, if the Department Head determines the employee is eligible for working-out-of classification pay, as provided above, then the Department Head will either assign those duties, in writing, or those job duties will be removed from the employee.

SECTION 7. BILINGUAL PAY

As needed, the County may designate in writing employees eligible for Bilingual Pay. Bilingual Pay is for employees who regularly use bilingual (English/Spanish) skills to perform assigned duties. "Bilingual skills" means translation or interpretation to and from English. Employees who are eligible shall be compensated at 5% above the employee's current base rate of pay for all hours worked. Employees working in positions where bilingual skills are required are ineligible for the bilingual pay differential, as the base wage rate reflects the appropriate compensation.

To be eligible for the differential:

- A. The employee's supervisor must first assign interpretation and translation duties,
- B. The supervisor documents the assignment in the employee's position description,
- C. The employee must prove proficiency in both languages through the Language Line - Language Proficiency Test. Testing costs paid by the County will be covered for the first initial test only. Any retesting costs will be paid by the employee.
- D. The employee must be willing to occasionally translate for other County departments on a case-by-case basis, as approved by their supervisor.

ARTICLE 15. OVERTIME

SECTION 1. DEFINITION

The County may require employees to work overtime on any day, at any hour, and for so long a period of time as is specified.

All overtime shall be pre-authorized by a supervisor except in the case of an emergency. In the event of an emergency and the employee is unable to obtain approval prior to working overtime, the employee shall be required to notify their supervisor at the earliest opportunity.

Employees shall be compensated at the rate of time-and-one-half (1 ½x) for hours worked under the following conditions:

- A. Except as provided for elsewhere in this Agreement, all work performed in excess of eight (8) hours (5/8 schedule) or ten (10) hours (4/10 schedule) in any work day; or
- B. All work performed in excess of forty (40) hours in any work week.

Employee sick time and regularly scheduled hours not worked on a Recognized Holiday in Article 9, Section 1 of this Agreement will count as hours worked for purposes of this section.

SECTION 2. CALLOUT

Callout, to be defined as overtime work performed during hours not immediately prior to or after regularly scheduled working hours, shall be two (2) hours or the actual number of hours worked, whichever is greater, at the overtime rate.

SECTION 3. NO PYRAMIDING

In no event shall compensation be received twice for the same hours.

SECTION 4. FORM OF COMPENSATION

Compensation for authorized overtime, callout and holiday work shall be paid in the form of compensatory time off, or in pay. Compensatory time off shall be scheduled by mutual agreement. Overtime must be recorded by the end of the next work date after the authorized overtime occurred. Compensatory time off accrued by reason of authorized overtime work may not be accrued beyond eighty (80) hours, unless mutually agreed upon in writing between the department head, the BOC, and the employee. Upon promotion, all accrued compensatory time will be retained.

ARTICLE 16. SENIORITY

SECTION 1. DEFINITION

County Seniority is the length of continuous unbroken service, by a regular employee with Morrow County since the employee's last date of hire. An approved non-paid leave of absence that is for two weeks or less in duration shall not affect an employee's seniority date. The period of any such leave which is for more than two consecutive weeks in duration shall not be counted in determining an employee's seniority.

Classification Seniority is the length of continuous unbroken service by an employee within their department and classification of current assignment plus any higher paid class within the department since the employee's last date of hire. An approved non-paid leave of absence shall be treated in the same manner as is provided for in County Seniority above.

SECTION 2. LOSS OF SENIORITY

Employment shall be terminated and all seniority shall be lost for any of the following reasons:

- A. If the employee resigns.
- B. If the employee is discharged.
- C. If the employee retires.
- D. If the employee is laid off for a period in excess of 18 months.

- E. If the employee is absent from work for twenty-five (25) consecutive, hours from the start of the shift missed (i.e., one (1) hour into the shift of the second consecutive workday missed) without notifying his/her supervisor or without being excused in advance by his/her supervisor, unless it can be affirmatively shown that it was impossible for the employee to give such notice.
- F. Failure to notify the County of availability to return to work within two (2) working days after receipt of a notice of recall from a layoff, or failure to report to work upon the date specified in the recall notice.
- G. Securing other employment during a leave of absence, unless agreed to in advance by the supervisor.
- H. While on layoff, failure to register in person or by mail with the supervisor or designee upon change of address, telephone number, and at least once every six (6) months during the period of layoff signifying their availability for recall.
- I. No represented employee shall accrue union/bargaining unit seniority if they accept a non-represented County position.

SECTION 3. SENIORITY LIST

Once each year, the County shall post on the work-area bulletin board a seniority list which shall show County Seniority and Classification Seniority.

ARTICLE 17. REDUCTION IN FORCE

SECTION 1. LAYOFF

In the event of a layoff of employees, said employees shall be laid off in inverse order of classification seniority within the County department, and their classification affected by the layoff County shall provide to the Union a minimum of thirty (30) days' notice of intent to lay off employees.

SECTION 2. BUMPING

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 within the affected department provided the displacing employee has greater seniority with the County and has the knowledge and skills to perform the job to which they propose to bump.

The determination as to "knowledge and skills" shall not be subject to grievance arbitration.

SECTION 3. RECALL

Employees shall be recalled from layoff in accordance with the same standards as were employed in making the original layoff determination. Such recall shall be in the inverse order of their layoff

No new employee shall be hired in a classification within the department affected by the layoff until all employees in the classification in the department are recalled.

Recall rights and seniority shall terminate 18 months after the employee's layoff

Notice of recall 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. If the recall notice is returned to the County without having been delivered, the County shall be under no further obligation to recall that employee. The County shall not require an employee to return from layoff less than fourteen (14) days from the date that the recall notice was sent.

ARTICLE 18. INSURANCE

SECTION 1. MEDICAL

The insurance plan shall be the Regence BlueCross BlueShield of Oregon medical plan Copay Plan F RX7 Preferred Provider (PPP) with a \$500 deductible and with Alternative Care rider, and vision coverage endorsement or such other coverage that is substantially comparable.

The County agrees to pay 92.5% of the premium cost of the medical insurance plan specified above for all full-time employees who elect coverage and enrolled dependents. The County will pay 92.5% of the prorated premium for part-time employees based on the number of hours the employee works per year (so if the employee works 80% of the time, the County will pay 92.5% of 80% of the premium).

If the above referenced insurance plan is not available, the County shall immediately confer with the Union for the purpose of securing a replacement plan. The parties recognize that the County cannot guarantee any specific medical plan or benefit level. However, the County guarantees that it will maintain at a minimum, its current level of monthly dollar contribution toward insurance premiums. In addition, the County will maintain the 92.5% premium cost share during the contract.

SECTION 2. DENTAL

The insurance plan shall be Oregon Dental Service (ODS) Dental Plan II, or such other coverage that is substantially comparable, if available.

The County agrees to pay 92.5% of the premium cost of the dental insurance plan specified above for all full-time employees who elect coverage and enrolled dependents. The County will pay 92.5% of the pro-rated premium for part-time employees based on the number of hours the employee works per year.

If the above referenced insurance plan is not available, the County shall immediately confer with the Union for the purpose of securing a replacement plan. The parties recognize that the County cannot guarantee any specific dental plan or benefit level. However, the County guarantees that it will maintain at a minimum, its current level of monthly dollar contribution toward insurance premiums. In addition, the County will maintain the 92.5% premium cost share during the contract.

SECTION 3. LIFE INSURANCE

The County agrees to continue to provide the existing or an equivalent in the aggregate life insurance plan for each employee.

SECTION 4. LONG TERM DISABILITY

The County agrees to continue to provide the existing or equivalent in aggregate long-term disability insurance plan.

SECTION 5. SECTION 125 PAYROLL DEDUCTION

As allowed by the Internal Revenue Service Code, the County will continue to provide a Section 125 deduction program whereby employees shall have the opportunity to pay for their portion of the above specified insurance programs with untaxed earnings.

SECTION 6. PLAN CHANGES

Whenever the County seeks to make a change in the plans as specified above, they will seek input from the bargaining unit.

To this end, the Union will appoint two-member representatives to the Morrow County Employee Insurance Benefit Committee, with one of the members from the Public Health Department.

SECTION 7. AIR MEDICAL TRANSPORT INSURANCE

The County will purchase a standard annual family membership to an air medical transportation insurance plan for each employee in the bargaining unit. Initial policy application is to be made by the individual employees and will become effective as provided for in the policy. The County's commitment is limited to the cost of the premium. Any costs not covered by the insurance are the responsibility of the employee.

SECTION 8. FLEXIBLE SPENDING ACCOUNT

The County shall offer a flexible spending account (FSA) for eligible employees covered by this agreement. Employees may elect to contribute a portion of their pre-tax earnings to the FSA, subject to the annual limits established by the IRS.

ARTICLE 19. GENERAL PROVISIONS

SECTION 1. PERSONNEL FILES

An employee shall be provided a copy of any document that is to be placed in their personnel file and shall have the right to review the contents of, and to obtain a copy of, items that are in their file.

Employees will be required to sign any adverse material placed in their personnel file and will be provided with a copy of the document. Employees signatures only indicate acknowledgement of receipt.

Employees may add written responses to evaluations because they are not subject to the grievance procedure.

SECTION 2. JOB OPENINGS

Whenever there is a job opening, notice of such opening will be posted on the County website for a period of one (1) week prior to the closing deadline, to provide employees the opportunity to submit written application for that job.

SECTION 3. NON-DISCRIMINATION

The parties agree that there will be no discrimination based on race, color, gender, national origin, religion, marital status, age, prior industrial injury, or mental/physical disability, or other protected class unrelated to job performance.

The parties further agree that equal employment opportunity will be provided in all aspects of the employer-employee relationship including, but not limited to, recruitment, hiring, promotions, layoff, termination, demotions, transfers, training, rates of pay, fringe benefits, use of facilities, and other terms, conditions and privileges of employment.

SECTION 4. SAFETY

Employees will not be disciplined for refusing to work under conditions in which a bona fide, unsafe working condition exists. Employees shall report such conditions immediately upon discovery to their supervisor, safety committee or HR Director and the County will take appropriate action, if any.

SECTION 5. PROTECTIVE CLOTHING AND EQUIPMENT

The County will outfit all designated positions that require safety equipment, as designated in the position description, in accordance with OSHA standards.

The County will reimburse eligible employees up to two hundred and fifty dollars (\$250) per year for work boots and any supplemental safety gear approved by the department head. Additionally, employees who wear prescription eyeglasses, will be eligible for reimbursement for prescription safety glasses up to two hundred (\$200) every other year, if they are a requirement of the job and the cost is not covered by insurance.

SECTION 6. MILEAGE REIMBURSEMENT

Employees who drive on County business shall be required to have a valid Oregon driver's license and insurance coverage as required by state law. Travel of employees on official business shall, whenever possible and practical, be by County-owned vehicle. Travel is reimbursed for private auto use on work related matters according to the published IRS rate, with prior department Head approval. Employees who have a county vehicle available to them, and choose to use their private auto for personal convenience will be reimbursed at the published IRS rate, with prior Department Head approval. Employees must furnish a record of where, when, and why they traveled on business in order to receive the mileage allowance. The employee will be responsible for ensuring that sufficient accident and injury insurance coverage exists on their private auto to cover the employees' liability for accident or injury.

ARTICLE 20. SAVINGS CLAUSE

Should any article, section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision.

Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term thereof.

ARTICLE 21. EFFECTIVE DATES

Except where otherwise specifically stated, this Agreement shall become effective on the date of signing, and shall remain in full force and effect through June 30, 2028. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than sixty (60) days prior to the expiration of subsequent anniversary date that it wishes to modify this Agreement for any reason.

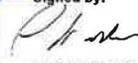
EXECUTION OF AGREEMENT

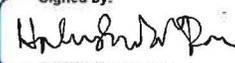
This agreement is executed this 3rd day of April, 2025, by and between Morrow County and AFSCME Local 2479, Sub Local 002. 26

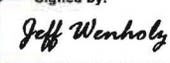
SIGNATURES

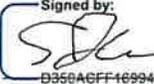
MORROW COUNTY

AFSCME

Signed by:

C18C870D1AC14AF
David Sykes, Commissioner

Signed by:

370390F7E57B4BA
Haley Wolford Davis, Council Representative

Signed by:

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Jeff Wenholz, Commissioner

Signed by:

D958A6FF16994G7
Stephen Wreccics, Local President

Signed by:

218C64B5241E4ED
August Peterson, Commissioner

