

ARTICLE 1 – RECOGNITION

1.1 Description.

The County recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours, and other conditions of employment for regular employees in the bargaining unit. The bargaining unit shall be defined as all regular employees of the County that normally work twenty (20) hours or more per week, excluding seasonal, temporary, supervisory and confidential employees and employees of the Sheriff's Department and Deputy District Attorneys.

1.2 Temporary Employees.

Temporary employees are excluded from the bargaining unit. A temporary employee s may not be employed for more than a total of one thousand forty (1040) hours of work in any twelve (12) month period without prior agreement between the Union and the County. ~~A temporary employee shall not be appointed to a position in a single County department for more than one year, it being the parties' intent that "temporary employee" status shall not substitute for regular part-time employment.~~ However, if the temporary employee has been hired to replace a bargaining unit employee who is on leave, the period of employment may be for the duration of the period of the regular employee's leave. If a position is to be filled by a temporary employee, it need not be announced as a vacancy as required in this Agreement. However, a temporary employee shall not be converted to a regular employee unless the position is announced as a vacancy pursuant to this Agreement. The restrictions of this article do not apply to employees hired as temporary employees who have retired from Tillamook County.

1.3 New Position:

When the County creates a new job classification or seeks to modify a current job description inclusive of a change in compensation, except for jobs appropriately placed in another bargaining unit (e.g: Sheriff's office), ~~the~~ The County will provide the new job description and proposed wage scale to the Union. The Union shall have fourteen (14) calendar days to request bargaining the wage of a new position within the bargaining unit, as provided by ORS 243.698. In the event the County creates a new supervisory or confidential position, the Union may file, subject lawful timing, an appropriate petition at the Employment Relations Board. In any event, the County shall not be barred from implementing the new or revised classification and proposed wage scale during the term of negotiations.

For reclassification, see Article 12.10

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County "what-if" Package Proposal
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Article 2, 12 and 13: VERSION 3

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ARTICLE 2 – UNION SECURITY

2.1 Check-off.

The County agrees to monthly deduct Union membership dues and assessments subject to receiving a copy of the dues authorization signed by the employee. The amounts to be deducted shall be certified in writing to the County by the Union and the aggregate deduction of all employees shall be remitted together with an itemized statement to the Union by the 20th day of the month after such deductions are made. The itemized statement will include the factors required by ORS 243.804(4)(a). The County will not be held liable for any errors, but will make any proper corrections within thirty (30) days of the date of notification of such error. The Union shall also return to the County any payment that is in error within thirty (30) days of notification of such error. The Union will provide the County a monthly itemized list identifying the public employees who have provided authorization cards for dues deductions. The parties agree to use electronic means to transfer these statements.

2.2 Membership, Fair Share.

Membership or non-membership in the Union shall be the individual choice of employees covered by this Agreement. ~~For those employees who do not sign a Union membership card the County agrees to deduct fair share fees. These fees are in accordance with and pursuant to ORS 243.650(10) and the Fair Share amount deducted by the County will be equivalent to that of the Union member of AFSCME Local 2734, as determined by the Union in accordance with statutory and constitutional requirements, deducted from the employee's pay and forwarded to the Union as a part of the check-off payment provided for in Paragraph 2.1 hereof. Employees may elect to change membership or "fair share" status at any time by giving written notice to County payroll and the Union.~~

2.3 Religious Objection.

~~Any employee who, because of bona fide religious tenets or teachings of a church or religious body of which such employee is a member, refuses to make payments to the Union shall make equivalent periodic payments in lieu of dues to a non-religious, charitable organization mutually agreed upon by the employee and the Union. From the time that the County has been notified of such objection to payment to the Union and until such time as the employee and the Union reach agreement with respect to an appropriate payment in lieu of dues, the County shall continue to deduct the fair share amount and shall retain the funds for future distribution that is in accordance with the wishes of the employee and the Union.~~

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2.4 Hold Harmless.

The Union will indemnify, defend and hold the County harmless against any claims made and against any and all claims, suits, orders or judgments against the County as a result of any County payroll deduction made on the Union's behalf. Payroll deduction errors shall be adjusted within thirty (30) days after discovery by the Union or the County; the County and the Union shall cooperate to facilitate prompt correction of the error with a refund, deduction or offset as appropriate. The parties acknowledge the limitations of dues disputes as provided by ORS 243.806(10)(b).

2.5 Union Leave.

An employee elected to a Union office or selected by the Union to do work which takes them from the employee's employment with the County may, upon written request of the employee and the Union, be granted a leave of absence with pay for a total of 7 working days per steward/employee per year in total for 2 without pay for up to stewards/employees, limited to one person per department and full day increments, per calendar year, subject to repayment by the Union as provided by ORS 243.802. The County will provide the Union an invoice for repayment. The Union will make payment within 30 days of the invoice.

Failure to make timely payment may be grounds for civil action and denial of future leaves, six (6) months. Such leave shall always be contingent upon the operating requirements of the involved department. Any employee who has been granted such leave and who fails to return at the expiration of said leave, shall be considered as having resigned the employee's position with the County with no further grievance rights.

2.6 Stewards and Representatives.

Employees officially selected by the Union to act as Union representatives shall be known as "stewards." The parties agree that the term "steward" is equivalent to "designated representative" as provided

by PECBA. The names of the employees selected as stewards, and the names of local Union representatives, state council, or international representatives who may represent employees shall be certified in writing to the County by the Union.

Union stewards may represent employees and engage in the activities described in ORS 243.798 with the following limitations: in investigatory or grievance meetings called by the County. Union Stewards shall not interfere with other employees' regular work assignments, and, in some circumstances, due to working operations and/or other limitations on persons in a particular workplace, Stewards may be asked to provide notice and permission to enter particular work locations. Stewards will be granted up to 96 hours in total of all stewards per year to engage in the activities described in ORS 243.798 under paid time, not including successor contract negotiations as provided in section 2.9 below. Stewards are obligated to track their time with normal payroll process. Upon exhausting 96 hours per year, Stewards will need to use off duty time. Contacts between stewards and employees or the Union, except as provided herein, shall be made outside working hours. Reasonable advance notice shall be given to the supervisor when a steward desires to be

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away from his duty assignment. This section does not preclude mutual agreement between Human Resources and Union President, or designee, to provide additional time for stewards to gather information related to grievance handling and/or seek informal resolution to issues of concerns regarding the collective bargaining agreement on a case by case basis.

2.7 Bulletin Boards.

The Union will be allowed to use designated Union bulletin boards (or clearly dedicated Union portions of Union/County bulletin boards) for Union materials in each building where bargaining unit employees' work. The Union shall limit its posting of Union materials to Union bulletin board space. Material posted on Union bulletin boards shall contain the signature and title of the Union executive board member who authorized the posting of that material.

The County shall direct a request for removal of unauthorized or offensive material to either the Local AFSCME President or the executive board member who posted it, explaining the basis of the objection. The County shall not be responsible for material inappropriate for posting. It is understood that materials not posted in accordance with this Article are subject to removal by the County.

2.8 Visits.

The County agrees that official accredited representatives of the Union, shall have reasonable access to the premises of the County during working hours for the purpose of assisting in the administration of this Agreement and meeting with represented employees. Such access shall not disrupt the work of County employees.

2.9 Successor Contract Negotiations.

A maximum of five (5) employees may participate in successor contract negotiations carried on during duty hours without loss of pay for up to 8 hours per day for each scheduled bargaining or mediation session. The bargaining day is completed when the parties conclude the day's joint bargaining session. If a bargaining session is completed prior to the end of the employee's regular workday, the employee will return to work, or may use leave as provided by Article 2.6. where the parties mutually agree to meet during such employee on-duty time. In no instance shall this Section result in overtime compensation to the employee.

In the event more than one (1) employee from a department is engaged in negotiations, operational requirements shall be considered prior to more than one (1) being allowed to participate.

2.10 Union/Management Meetings.

The County and the Union shall each appoint not less than two (2), nor more than four (4) members to a Union-Management Committee. The Committee shall meet when mutually requested by the parties at a mutually convenient time and place to discuss any matters

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pertinent to maintaining good employer-employee relationships. Each party shall advise the other at least two (2) working days prior to such meeting of the subject matters they wish to discuss. Union members shall not lose time or pay for attendance at Union-Management meetings conducted during duty hours, subject to the conditions of section 2.6 above.

2.11 Union Membership Orientation.

Within 30 calendar days from hire of a new employee, the Employer shall provide the Union up to 30 minutes to provide new employee union orientation consecutively following the new employee orientation scheduled by Human Resources. Attendance for Union orientation is voluntary. The County is not precluded from individual employee orientations or group orientations for new hires. Human Resources will make best efforts to provide at least 3 days advance notice of the orientation meetings. to new employees.

If the new employee union orientation is performed by Steward, a bargaining unit employee, the County will provide up to forty-five (45) minutes, inclusive of travel time, paid time to make a presentation to a new employee. The Steward will coordinate with their supervisor to schedule leaving their workstation for new employee union orientation, at the time mutually agreeable to the parties. The time provided to Stewards for new employee union orientation does not count towards the paid time permitted under section 2.6. The County has no further monetary obligation beyond providing up to 45 minutes of paid time if the Union orientation is conducted by a Steward.

The Union orientation will identify the Union's status, organizational benefits, facilities, related information and the distribution and follow up of membership applications. New hired employees in the bargaining unit shall receive this orientation at the assigned work site for the new employee and shall be considered compensated time for the new employee.

2.12 Notices to the Union:

1. New Hires: The County will email give the Union (President, Vice President, and AFSCME Union Representative) notice of new hires into the bargaining unit within 10.7 calendar days of hire. The notice will include those factors as articulated by ORS 243.804(4)(a). : name, position, department and initial work site location, last date of hire with the County as a regular employee, and the supervisor's phone number. *-(bargaining note: AFSCME Union representative refers to the exclusive representative from AFSCME, not a local steward)*

2. Retirees: The County will give the AFSCME Union Representative notice of AFSCME employees who have separated work due to retirement under the County's plan. Notice will be within 30 days of separation of employment.

3. The County agrees to prepare and post up-dated seniority lists for bargaining unit employees on the County intranet, including: employee name, last date of hire with the County as a regular employee, County seniority and job classification, seniority for the current classification each trimester (January, May, September).

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4. The County will permit the exclusive representative to reasonable use the County's electronic mail system to communicate with represented employees as provided by ORS 243.804(5).

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ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 Grievance Definition.

A grievance, for the purpose of this Agreement, is defined as a dispute regarding the meaning or interpretation of a particular clause of this Agreement or regarding an alleged violation of this Agreement.

5.2 Policy and Procedure.

It is policy of the Board of County Commissioners to encourage open and frank communication between the County's employees, supervisors, and managers regarding employment concerns. The parties agree to make efforts to resolve disputes informally. Employees shall be free to raise their work related issues and suggestions without concern of reprisal, coercion, restraint or discrimination. If this informal process does not resolve employees' issues or complaint, the following formal grievance procedure is provided to the parties for resolving workplace disputes.

In an effort to provide for a definite procedure for resolution of disputes, the parties agree to the following grievance procedure:

Step 1. The employee, with or without a designated representative, shall identify as such and discuss the disputed issue with the employee's immediate supervisor outside the bargaining unit within 21 calendar days of the employee's knowledge of the disputed occurrence or the employee's notice thereof. The supervisor shall investigate and evaluate the disputed issue, recommend disposition of the dispute to the management team that is responsible for the employee's supervision, and respond to the employee within 14 calendar days.

Step 2. If the disputed issue is not resolved by the immediate supervisor, the Union with the employee shall submit the grievance in writing to the Personnel Office (Human Resources Department), for proper distribution to the appropriate management team, within 14 calendar days of the supervisor's response or the end of the supervisor's response period, whichever is earlier. The written grievance shall be submitted on the form attached hereto as Appendix B and filled out in accordance with instructions provided therein.

Step 3. The management team shall consider the grievance and provide the employee and Union with a response by no later than 14 calendar days.

Step 4. Mediation. The parties acknowledge the value to resolving disputes efficiently and with minimal costs. If the Union is not satisfied with the response in Step 3, the Union may submit the grievance to mediation within 14 calendar days from the Step 3 response or date due. The parties may mutually agree to a local mediator or use a mediator provided by the Employment Relations Board. Parties agree to share the costs of the mediator. The period for mediation will be limited to 120 days, starting from timely notice of mediation by the moving party. The parties must meet at least one time and agree to meet in good faith to resolve the dispute.

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Termination cases do not need to follow the mediation process and may move to Step 5.

Step 5. If the grievance is not resolved, the Union may file for arbitration within 14 calendar days of the Step 4 process by notifying the County of both the intent to arbitrate and at the same time by requesting a list of seven (7) arbitrators, who reside in Oregon and Washington, from the Oregon Employment Relations Board. The Union will copy the County with any request to the ERB initiating arbitration and requests for a list of arbitrators.

The opportunity to strike the first name shall be determined by lot. The parties shall alternately strike one name from the list until only one name from the list remains. The remaining individual shall be the arbitrator.

The Union and the County may mutually agree in writing that a grievance can be initiated at a step above the first step in the procedure.

The grievant may be accompanied or represented at any step of the procedure by a Union representative.

5.3 Arbitration.

The arbitrator will be asked to render a written decision within thirty (30) days. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. The arbitrator shall have no power to alter, modify, add to or detract from the terms of this Agreement. The decision of the arbitrator shall be enforceable and binding on both parties to the extent authorized by the Public Employees' Collective Bargaining Act.

The cost of the arbitration shall be paid by the losing party, unless both parties are found at fault in which case the costs will be determined by the arbitrator. shared equally among the parties except in cases of employee disciplinary suspensions or termination of employment, where the cost of be borne by the losing party. Each party shall be responsible for the cost of presenting its own case to arbitration.

5.4 Time Limits.

Any or all time limits specified in the grievance procedure may be waived by mutual consent of the parties. When an employee or the Union does not submit the grievance in accordance with these time limits without such waiver, ~~shall limit the employee/Union to processing the grievance through Step 3 of this procedure and the decision of the management team shall be final and binding.~~

When the County does not submit a reply within a specified time then the grievant may move the grievance to the next step of the process within the proper time period.

Time limits may be extended by written mutual agreement. In the event the parties dispute timeline issues for matters submitted to arbitration, the arbiter will be limited to hear the

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timeliness arguments first, including any closing summation by the parties. The arbiter will then rule from the bench on the timeliness issue.

5.5 Termination of Grievance.

A grievance may be withdrawn at any time in writing by the Union.

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ARTICLE 7 – BENEFITS

“what if” offer: valid today

7.1 Health and Dental Insurance.

The County will continue to provide health coverage, as currently provided through CIS Co-Pay Plan B/Plan F* (Blue Cross Blue Shield) dental option 3 or Willamette Dental; alternative care; and the vision rider or a substantially comparable benefit design by the same or alternate carrier. with a different insurer/broker; dental option 3 or Willamette Dental; alternative care; and the vision rider.—The County will contribute 90% of the premium cost for full time employees (0.75 FTE or greater*) and the employee will pay ten percent (10%) of the total premium cost through pretax payroll deduction. Part-time employees are responsible for premium cost share based on their budgeted FTE as provided in Section 7.4.7.3. The County shall not be held responsible for minor changes in the overall plans adopted or modified during the life of the Agreement by CIS or BCBSO, insurance provider, broker or carrier without County action or involvement. Should the County seek to change to a substantially comparable benefit design by the same or alternate carrier, the County will provide at least 90 days notice of carrier change to the Union. In the event the Union disagrees that the new carrier benefit design is not substantially comparable, the parties agree to discuss the provisions of the new benefit plan during the notice period. The County is not precluded from imposing the new plan after the 90-day notice period, however, should the Union dispute the new plan as not substantially comparable, the dispute process will be the grievance process as provided in Article 5; The Union may file at Step 2.

* note: Plan B will be renamed to Plan F by carrier for January 1, 2021.

** effective the month following execution of this agreement.*

(Bargaining note: copy of benefit changes as noticed by CIS is provided with proposal 7-27-2020)

7.2 HRA/VEBA.

(bargaining note: County will maintain status quo of the current contract on HRA/VEBA contributions up to December 31, 2020. Effective 1/1/2021, the language below will apply)

Effective January 1, 2021: Employees on County coverage: The County will continue to provide monthly contribution to the “Standard” Health Reimbursement Arrangement (HRA/VEBA). For those employees on the County health care plan, the County will fund all regular bargaining unit employee’s HRA/VEBA account at \$115 \$100 (one-hundred) per month for the term of

this Agreement. Part-time employees will be prorated based on budgeted FTE.

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Other Health Insurance Coverage:

QGHP: Employees who have other Qualified "Group" Health Plan coverage (QGHP), as defined by carrier and IRS rules and regulations, may "opt-out" of County coverage. Opt-out must be for all coverage (medical and dental). Employees who opt out must provide proof of other "group" coverage and are eligible to receive ~~\$115~~ \$100 per month to the "Standard" HRA/VEBA account. This value is ~~\$115~~ \$100 regardless of FTE status. Employees who opt out of coverage are not eligible for any additional compensation.

Not QGHP: Employees with other medical coverage, such as Medicare, Medicaid, OHP or Tricare that is not a Qualified Group Health Plan may elect to waive County coverage. Waiver must be for all coverage (medical and dental). Employees who waive must provide proof of other coverage and are eligible to receive ~~\$115~~ \$100 per month to a post separation HRA/VEBA account. This value is ~~\$115~~ \$100 regardless of FTE status. Employees who waive coverage are not eligible for any additional compensation.

The provisions for opt out or waiver are subject to carrier and IRS rules and regulations. See Appendix X for reference (*HRA/VEBA 02/15 flyer: "What is a Qualified Group Health Plan"*)

Health insurance under this provision is provided to employee and dependents, subject to carrier limitations. The County does not contribute to domestic partners insurance coverage, except for Registered Domestic Partners under ORS 106.300 et se, unless otherwise grandfathered in.

7.3 Life Insurance and Long Term Disability.

~~Life Insurance: Effective the month following execution and during the term of this Agreement,~~ The County will contribute to the purchase of a term life insurance benefit of \$50,000 for all full-time and part-time employees. This coverage also includes an additional \$50,000 AD&D benefit. Employees may also voluntarily purchase additional coverage subject to plan designation.

Long Term Disability: During the term of this Agreement, the County shall continue to provide and pay for a long-term disability insurance policy for full time employees that insures employee basic income at sixty percent (60%) of an employee's monthly basic pay, following a ninety (90) day elimination (waiting) period.

7.4 Part-Time Employees.

Health Insurance Benefits for part-time employees at 0.50 FTE or greater up to less than 0.75 FTE will be provided and pro-rated based on budgeted FTE. (For example, an employee at 0.60 FTE will pay 40% of their total health insurance premium.) Benefits are not provided for employees less than 0.50 FTE. This provision does not apply to benefits provided in 7.2 as related to HRA contributions.

For the purposes of this section and other references in this agreement related to prorating benefits for part-time employees, the term “budgeted FTE” relates to an employee’s FTE status designated by a personnel action form found in the employee’s personnel file.

7.5 Insurance Meeting.

Upon request by either party, parties agree to meet and confer quarterly to discuss health insurance trends and alternative options. These meetings are advisory only. The Union and County may each bring two representatives (on paid time if during normally scheduled work days) to the meetings, unless mutually agreed otherwise. The paid time provide in this section will not count towards “steward” hours under Article 2.6

Bargaining note: The parties agree that this tentative agreement, if reached on October 12, 2020, will be considered a stand alone agreement and the language will be effective upon tentative agreement. Subsequently, the parties agree to proceed with open enrollment with the new plan changes for 2021.

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ARTICLE 9 – VACATION

9.1 Accrual.

Full-time employees shall accrue vacation on the basis of hours, according to the following schedule:

ACCRUAL LEVELS	MONTHLY	ANNUAL/max accrual
6 months through 4 years (48 months served)	8.667 hours	104 hours/156 max accrual
5 years (49 months served)	10.0 hours	120 hours/180 max accrual
10 years (108 months served)	12.0 hours	144 hours/216 max accrual
15 years (168 months served)	14.0 hours	168 hours/252 max accrual
21 years and over (252 months served)	16.0 hours	192 hours/288 max accrual

To be eligible for vacation accrual credit, an employee must have been employed by the County for six (6) full, consecutive months from last date of hire. Vacation accrual effective the first of the month following six (6) full months of employment shall be retroactive for probationary employees to the date of hire.

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular classification on the payday immediately preceding the employee's vacation period.

Part-time employees budgeted less than forty (40) hours per week will be prorated based on budgeted FTE.

9.2 Maximum Accrual.

An employee's earned but unused vacation credits shall not be allowed to accumulate beyond one and one-half (1½) times the employee's annual accrual rate. The County may initiate a mandatory vacation of reasonable duration when an employee is about to exceed the maximum limit, except where a higher accumulation is approved by the County.

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An employee who has been unable to schedule a vacation due to operational and work-related requirements and has made reasonable efforts to request vacation, but has been denied due to operational need, shall be allowed to accumulate vacation credits beyond the employee's maximum accrual limit; such extension not to exceed thirty (30) calendar days. At such time of "over" accrual and at the request of the employee, the Department Head, Human Resources and the employee will meet to discuss vacation usage.

9.3 Scheduling.

Employees shall be permitted to request vacation periods. Vacation times shall be scheduled by the supervisor based on the needs of efficient operations. Subject to the foregoing, employees have the right to request vacation time. Vacation time shall be selected on the basis of seniority, provided, however, each employee will be permitted to exercise the employee's right to seniority only once annually, and must do so at least three (3) months prior to the first day of the requested vacation period.

9.4 Death or Termination.

In the event of death or termination of an employee during the initial six (6) months of the employee's employment, no payment in lieu of vacation shall be made. In the event of death or termination of employment after an employee has served six (6) consecutive months, and is otherwise entitled to vacation credits, the employee shall be entitled to payment for accrued vacation, up to 288 hours. Accruals above 288 hours are forfeited upon death or termination. In the event of death, earned but unused vacation credits shall be paid in the same manner as salary due the deceased employee.

9.5 Family Leave.

Vacation may be used for family medical leave purposes in accordance with Oregon and federal law.

9.6 Vacation Cash-out:

An employee may receive a vacation cash out under one of the two conditions listed below:

1) Post Vacation Cash Out: An employee who takes a single block of vacation time of forty (40) hours or more during the calendar year shall be entitled thereafter to receive compensation for up to forty (40) hours of accrued vacation. The employee may submit a written request, using the appropriate form, to payroll upon return from vacation and will be paid within thirty (30) days of the request.

2) November Vacation Cash Out: If at least forty (40) hours of vacation has been taken by the employee during the same calendar year, the employee may cash out up to forty (40) hours of vacation during the last pay date in November. ~~pay period of November~~ (Nov. 30th payroll) provided the request is made in writing on or before November 1st.

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ARTICLE 10 – HOLIDAYS

10.1 Designations.

The provisions in this Article shall apply to members of the bargaining unit whose regular workweek is forty (40) hours.

Part-time employees budgeted less than forty (40) hours per week will be prorated based on budgeted FTE.

The following shall be recognized and observed as holidays:

New Year's Day	January 1
M. L. King, Jr. Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	
Christmas Eve	December 24
Christmas Day	December 25
Any day declared so by the County Commissioners	
Personal Day**	

If any of the named holidays falls on a Saturday, the preceding Friday shall be observed as the holiday and if any of the named holidays falls on a Sunday, the succeeding Monday shall be observed as the holiday by these employees. This change of designation shall only apply if the employee normally has the specified weekend day off.

Time off for the personal day must be approved by the supervisor and taken during the calendar year in which it is earned in increments of at least one-quarter (1/4) hour. Personal day time is not to be paid or carried over to the next calendar year and has no compensable value upon separation of employment.

~~*Employees required to work the Friday after Thanksgiving shall receive another day off as arranged by the Department Head. Section 10.3 does not apply for this circumstance. The Friday is considered paid straight time.~~

~~**Personal Days are eight (8) hours for full-time employees and are prorated for part-time employees.~~

10.2 Holiday Pay.

Eligible employees shall receive eight (8) hours pay for each of the holidays listed above in the next payroll period as they occur. ~~on which they perform no work, or If the day of~~

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~~holiday observance falls on the employee's regularly scheduled day off, the County will schedule a day off in lieu of providing additional holiday pay during the work week earned, and~~ Employees on a four (4) ten (10) hour day work week will take the additional two (2) hours off using vacation, compensatory or personal leave or may elect to use leave without pay. If accrued leaves are exhausted, the leave will be leave without pay. In order to be eligible for holiday pay an employee must have worked the full last scheduled workday, before and the full first scheduled workday after the holiday or have been on authorized leave with pay. If an employee is on authorized vacation, sick leave, or other leave with pay when a holiday occurs, such holiday earned shall not be charged against such leave.

At the direction of the Department Head, any department or employee scheduled to work a four-ten (4-10) workweek may work a five-eight (5-8) schedule in any calendar week during which a holiday recognized under this Article is observed.

10.3 Holiday Work.

Employees who ~~are called in (but not scheduled in advance) to~~ work on a recognized holiday shall be compensated for all hours worked at the rate of time and one-half (1½) in addition to their regular pay or shall receive the equivalent in compensatory time off.

10.4 Pyramiding.

Compensation provided in this Article shall not be pyramided with any other form of compensation.

ARTICLE 12 – WORKING CONDITIONS

12.1 Working Out of Classification.

Whenever an employee is assigned in writing by County management to work for two (2) hours or more in any work day performing tasks as specifically assigned for the supervisory or management duties of a higher classification not within the bargaining unit, the employee will be paid at least five percent (5%) above the employee's base hourly rate of pay or the next closest step to a 5% increase in the range of the classification assigned to work, the greater of either,

classification above that in which the employee is normally classified, or to stand in the place of a first level supervisor and perform substantially all of the responsibilities of the supervisory position, the employee shall be paid for such work at a rate five percent (5%) higher than the employee's regular.

The provisions of this Section shall not apply to training opportunities provided to employees. When an employee is assigned to work as an extended training opportunity (exceeding 15 days), the County will document the training objectives. Working out of class is not intended to ~~to~~ shall not be used by the County to avoid filling a promotional opportunity in a vacant position for which budgeted funds are available, however the parties recognize that due to market factors and availability of qualified candidates, a position may remain open until filled or otherwise resolved. Disputes related to extended consecutive WOC assignments will be deferred to Article 12.11.

~~, and therefore Out of class assignments to a higher classification (position) generally shall not exceed 120 days per fiscal year.~~

Working out of class may also be used to cover another employee whenever an employee is on authorized or legally protected leave without limitation for the duration of the protected employee's absence.

12.2 Hours.

The regular hours of work each day shall be consecutive, except for interruptions for rest and lunch periods. The workweek shall normally consist of five (5) eight (8) hour days, or four (4) ten (10) hour days. Department Heads retain the right to revert to a 5/8 or a 4/10 schedule with fourteen (14) days' notice.

12.3 Rest Periods.

Employees shall take a fifteen (15) minute paid rest period near the middle of each one-half (½) shift. Rest periods may not be "banked" or delayed in taking in order to enable ending scheduled work earlier than expected or to enable extending of the meal period.

12.4 Meal Periods.

Employees working more than five (5) hours shall be required to take an unpaid lunch period of at least ½ hour and not more than one (1) hour during each work shift. The lunch period shall be taken near the middle of the work shift, to the extent consistent with the operational requirements of the departments.



12.5 Cleanup.

When employees are involved in unusually dirty work, they will be allowed cleanup time as is necessary, but in any case not to exceed fifteen (15) minutes, unless otherwise approved by the Department Head.

12.6 Callback.

Employees who are called back to work shall receive a minimum of two (2) hours pay for the work for which they are called back. Call back begins when an employee begins traveling back to work after receiving notice of call back. Call back ends when the employee has completed the duties of the call back. This provision does not apply to scheduled overtime, call-in time annexed to the beginning of the work shift or holdover time annexed to the end of the work shift or workday. Holdover is when an employee is given notice of continued work duties prior to the end of an employee's regularly scheduled shift.

In the event an employee is called back to work annexed to the beginning of their shift and with the approval of their supervisor, the employee may elect to leave work after having worked the equivalent hours of their regular shift. The County will not mandate an employee to leave work early prior to ending their regular shift when an employee is called back to work annexed to the beginning of their shift.

All callback shall be at the overtime rate, except that the work day or work week extension of a part-time employee, provided it does not qualify as overtime under Section 12.7 below, shall be paid at the employee's regular hourly rate. However, if a part-time employee is called in to work on a regularly scheduled day off, and if such call-in notice is issued after the employee departs the job site, the first two (2) hours of work shall be at the overtime rate.

12.7 Overtime.

At the election of the Department Head or designee, non-exempt* employees shall be paid either overtime at the rate of time and one-half (1½) or as compensatory time off, for all hours worked under either of the following conditions:

- A) All hours worked over eight (8) hours on any scheduled eight-hour work day or ten (10) hours on any scheduled ten-hour work day. *(bargaining note: This is considered contractual overtime as agreed by the CBA)*
- B) All hours worked in excess of forty (40) hours in any one (1) workweek, *(bargaining note: This is required by federal law (FLSA) for non-exempt employees)*

*non-exempt refers to FLSA status. Non-exempt are employees eligible for overtime when working more than 40 hours in a work week.

In no event shall such compensation be received twice for the same hours. Overtime (either as overtime or compensatory time) must be either authorized by a supervisor or approved by a supervisor prior to being worked, except as provided under 12.6: Callback. Overtime shall be paid based on hours worked in the period ending twenty-four (24) hours after the start of the first hour worked. A workweek commences at 12:01 a.m. Sunday and the following Sunday at 12:00 midnight.

Use of paid leaves does not count towards hours worked for the purpose of overtime accrual. (sick, vacation, holiday, personal day, compensatory time)

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Compensatory time may accrue to a maximum of fifty (50) overtime hours worked (or seventy-five (75) compensatory hours) unless otherwise approved by the County Commissioners. Compensatory time is earned at the rate of one and one-half hours for each overtime hour worked. An employee who has reached the maximum accrual will be compensated in the pay period following the submission of timesheets.

After Hours Work Calls:

Employees responding to a work initiated phone call for more than five (5) minutes when off duty will be compensated in a minimum increment of fifteen (15) minutes. Calls of five (5) minutes or less are considered insubstantial and are not compensated, unless there are multiple calls. This provision does not apply to requests for call-back or overtime initiated by management. Employees will maintain a phone log for record keeping purposes.

Payment as overtime is subject to the overtime provisions in A) and B) above. [for example: A) daily contractual overtime or B) overtime over forty (40) hours worked in the work week]

The provisions of Article 12.7 do not apply to FLSA exempt employees.

12.8 Flex Time Within the Workweek.

The ability of an employee to work on a flex-time basis may be agreed upon between a supervisor and an employee and documented on a standard flexible work schedule form. An employee may flex hours of work from day to day within a workweek, and overtime for hours worked in the workweek will be paid only for hours worked in excess of forty (40) hours, and without regard to the number of hours worked on a single workday.

12.9 Training Time.

A. Assigned Training: Assigned training time shall be paid for as hours worked. Travel time to and from such training that is during the employee's regularly scheduled work hours shall also be paid for as hours worked. Travel time outside an employee's regular hours shall be considered time worked where employees do not incur any overnight lodging. Travel time on an employee's normal day off shall be considered time worked if such hours fall during normal hours worked.

B. Employee requested training: If an employee voluntarily requests to attend a training course or function related to their position that is scheduled outside of their regular work hours and that is not otherwise assigned, the employee must receive approval from the Department Head prior to attendance. If approved, attendance will be compensated as provided in Section A above. Training that is not assigned may be with or without pay at the discretion of the County. The employee shall be advised at the time that training is approved as to whether the training is considered assigned or voluntary training.

12.10 Lead Worker.

An employee may, at the discretion of the Department Head and the Human Resources Director, be assigned in writing as a Lead Worker. A Lead Worker is only an enhanced function of a job position and is not a change in classification. A Lead Worker routinely performs direction of work for at least one other employee and performs some limited but not all of the functions of a first level supervisor as specifically assigned, for example, scheduling, assignment of daily work tasks, and oversee daily operations and frontline customer service. Any employee designated as a Lead Worker shall be assigned limited first level supervisory responsibilities and shall receive an additional \$0.80 (80 cents) per hour for all hours worked. Assignments are at the discretion

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of the County and not subject to grievance. Assignments will be reviewed yearly by Department Heads.

12.11 Reclassification Reviews.

A. Request for Classification Review.

A Department Director may initiate an informal classification review each year at the annual performance evaluation of the employee. If this classification review results in a department director suggesting formal review of the classification the Director will notify Human Resources to initiate a further review. If the reclassification review is not recommended by the Department Head, the employee may initiate a reclassification review request by submitting the County Desk Audit/ Reclassification review form to the Department Head and Human Resources within (thirty) 30 days after the annual performance review.

Human Resources shall consider the comments from the employee, the supervisor, and the Department Head to determine if there is a need to conduct a classification review. A classification review will be processed as soon as practicable, however will not exceed (sixty) 60 days. The County may extend for reasonable circumstances. (*note: All days in this article are calendar days.)

The reclassification request form will be available on the County's intranet.

The purpose of the Classification Review is to determine if an employee is working within the scope of their job duties for the position based on the employee's duties over that past year, using both a review of the job description and the current operational functions and practices of the Department. If the County determines that the employee is regularly and consistently working a majority of time on average per year outside of the employee's existing job duties, the County may either discontinue assignment to those duties, place the employee into an appropriate existing classification, or create a new classification subject to Article 1.3. If the employee is determined to be working a significant amount of the duties of another existing higher classification for an extended period of time exceeding (one hundred twenty) 120 days, the County will reclassify the employee or discontinue the duties of the higher position for the employee. Reclassification will not apply if the employee is assigned and working out of class and compensated as provided under Article 12.1. This does not preclude the County from having the employee perform occasional higher duties. The County may elect to create a new position based on the evaluation. In such event the County will follow Article 1.3.

B. Notification of Classification Determination.

Upon completion of any position review or classification review, the Department of Human Resources shall notify the employee and the Department Head in writing of the Human Resources' determination. Such final notification shall not be made until the Department of Human Resources has consulted with the Department Head.

C. Requests for Secondary Review of Classification Determination.

An employee, or Union shall have fourteen (14) calendar days from the date of the Human Resources' determination to state any written objections of the classification review decision

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made by the Director of Human Resources. The fourteen (14) days shall begin to run once they have received the determination in writing either by mail or electronically.

Secondary Review: Upon timely receipt of a request for review under this section, the County shall convene a review panel consisting of three (3) members of the County Leadership Team, not including the Department Head involved. The employee or Union representative will be given the opportunity to present documentation of the duties being performed by the employee along with an explanation of the rationale for the reclassification request.

The panel will have thirty (30) calendar days to review the classification determination and will provide a final narrative written response to the employee and Union representative. The final review and decision are at the sole discretion of the County and not subject to grievance.

Nothing in this article shall be considered a waiver by the employee for the ability to collect pay for "out of class" work.

ARTICLE 13 – DISCIPLINE AND DISCHARGE

13.1 Discipline and Discharge.

No employee shall be disciplined or discharged except for just cause.

13.2 Probationary Employee.

This Article shall not apply to any employee on probation as defined in this Agreement. Probationary employees may not grieve disciplinary actions or dismissal.

13.3 Corrective Actions and Counseling.

Forms of evaluation, corrective actions or counseling, such as oral warnings, written directives and work improvement plans, are not considered formal discipline but are less formal means of resolving concerns related to employee performance or behavior. These forms of counseling may serve as evidence for future disciplines. Corrective actions, oral warnings reduced to writing or other counseling are not considered to be discipline and may not be protested through the grievance procedure. These forms of correction actions and A-counseling will be clearly labeled and can be maintained in the supervisory file to be reviewed and removed from the supervisory file purged every 18 months from date of imposition. A matter that is removed from the supervisory file may be used for civil purposes and notice of rule. purged every two (2) years. The employee may provide a written rebuttal to a counseling action if provided within twenty-one (21) calendar days of the counseling. Corrective actions under this section are not placed in the personnel file. Nothing in this Article shall be construed to prevent or prohibit a Department Head or supervisory employee from discussing operational matters informally with employees.

13.4 Formal Discipline.

Formal disciplinary action or measures shall include written reprimand, suspension without pay or equivalent loss of paid leave for disciplinary purposes, reduction in pay, demotion

or dismissal. It is not required that such disciplinary action be administered in progressive form for serious offenses.

(moved from Article 14.6) Formal disciplinary written reprimands and any response written by the employee, ~~(upon mutual agreement between the employee and County)~~, shall be removed from the personnel file at the request of the employee at the end of 30 months ~~twelve (12) months~~, provided that no subsequent: corrective actions/counseling; reprimands or other formal disciplinary actions either over the same or a different issue was imposed during the intervening period of time.

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13.5 Imposition.

Disciplinary actions will not be imposed in a manner that will unduly embarrass the employee before other employees or the public.

13.6 Due Process.

In the event the County believes an employee may be subject to formal discipline, the following procedural due process shall be followed:

- a. Investigatory Interviews. In the event the employer intends to conduct a disciplinary investigatory interview of the employee, the County will give at least twenty-four (24) hours' notice of interview to the employee and Union. The written notice will include the charges or allegations that may subject the employee to discipline. The notice will also include the right for the employee to a Union representative present. Investigatory interviews will not be unduly delayed to accommodate for any particular Union representative.
- b. Prior to imposition of an economic sanction, the County will provide written notice to the Union and the employee of the opportunity to meet in an informal meeting to refute the charges or allegations either in writing or orally, and of the time and place of the meeting. The notice shall inform the employee of the right to have Union representation at the informal meeting and the disciplinary sanction under consideration. The employer agrees to consider factors presented by the Union or employee under this section prior to imposition of final discipline.

13.7 Just Cause Standards.

Formal disciplinary actions will be subject to the traditional principles of just cause, such as:

- a. The employee has been placed on notice of the consequences of the employee's conduct, unless the conduct is of such a nature that no prior warning is necessary.
- b. The rule violated is job-related.
- c. The County conducted a reasonable investigation.

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- d. Misconduct has been established.
- e. The discipline is appropriate based on the severity of the misconduct, and the discipline imposed is consistent with any other similar situations, if any.
- f. The employee's past employment record shall be considered, if appropriate.

An arbitrator shall apply the tests of just cause applicable to a given discipline situation, and shall rely on such just cause definitions as the arbitrator deems appropriate based on the contentions of the parties.

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ARTICLE 15 – SAVINGS CLAUSE

Should any Article, Section or portion thereof, of this Agreement be in violation of the law or held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply to only the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree to renegotiate a substitute for the invalidated Article, Section or portion thereof consistent with the negotiation process of ORS 243.698.

- Art 15 TA 605
8/17/2020

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J Rogers
8/17/2020