

**Tillamook County
Formal Package Offer
AFSCME Unit
March 12, 2021**

This package offer is intended as a formal proposal. This package offer seeks to resolve all remaining matters of bargaining and end bargaining for this successor collective bargaining agreement. The offer is rescinded if not resolved as presented as a package. The bargaining teams agree that tentative agreement for this “what-if” will be taken to respective constituents with a “do-pass” recommendation.

Articles of “what-if”: 6, 8, 11, 14, 16, Appendix A and C, Donated leave (*attached*)

Revised policies¹: EEO Policy Social Media, Compliance with Laws/Ethics, and Information Technologies policies 1 through 5. (*policies not attached*)

Tentative Agreements Articles: 1, 2, 5, 7, 9, 10, 12, 13.

Articles remaining as status quo: 3, 4, and Appendix B

MOU on IT positions (July 2020) is integrated into Article 6 and the wage scale will become moot. All remaining MOUs are considered expired.

ARTICLE 6 – WAGES

6.1 Salary Schedule.

Effective within 31 days upon full execution of this agreement, each bargaining unit employee employed at such time will receive a one-time contribution of \$500.00 to the employee’s HRA/VEBA account (or equivalent as provided in Article 7.2) in the next regular payroll period. (*bargaining note: VEBA contribution will be paid in the first pay period of the month*)

Effective July 1, 2021, or upon execution, the later of either, step 1 of the salary scales will be increased by 3.0% (*three %*). The salary scales will be in accordance with Appendix A.

¹ County retains management rights on permissive topics but has offered opportunity to bargain for matters that may fall under “employment relations” or that may require impact bargaining.

Effective July 1, 2022, step 1 of the salary scales will be increased by 2.75% (two and 3/4%). The salary scales will be in accordance with Appendix A.

~~Each bargaining unit employee employed on June 1, 2017 will receive a one-time payment of \$850.00 (eight hundred and fifty dollars) added to their regular payroll payment for the following pay period. All applicable withholdings apply.~~

~~Effective January 1, 2022, 2018, step 1 of the salary scale will be increased by one-half (1/2%) percent. The salary schedule will be in accordance with Appendix A. Steps and ~~are~~ ranges are generally 5% apart as provided by Appendix A.~~

(bargaining note: The parties have agreed by MOU to the revised positions for Program Analyst II and Systems Manager, as well as new titles for all IS positions)

(bargaining note: For classifications that are not FLSA exempt, the new salary schedule will reflect the base hourly pay rate for each classification. For reference purposes, the salary schedule for non-FLSA exempt classification, the equivalent of a full-time yearly schedule of 2080 hours will be reflected. For FLSA exempt positions, a separate salary schedule will reflect the annual salary.)

Effective upon the next pay period following execution of this agreement, the position of Office Assistant will be eliminated and all remaining Range 1, 2, and 3 classifications will be moved to Range 4. Employees currently hired within these classifications will maintain their current step, respectively, and will only change steps in the normal course of their yearly evaluation. (bargaining note: The intent of this proposal is to adhere to Oregon wage laws.)

All movement on the schedule shall be annually based on satisfactory performance. The County will make best efforts to provide an annual evaluation within 30 days after the employee's anniversary date. After 30 days from the employee's anniversary date, evaluations must be approved by the Human Resources Director prior to being given to the employee. The County will pay a satisfactory evaluation retroactive to the anniversary date if provided after the employee's anniversary date.

~~Effective the month following execution, the position of Custodian will be moved from Range 1 to Range 3. Employees will retain their current step and anniversary dates.~~

6.2 Longevity.

In recognition of long-term employment with the County and providing years of experience within the bargaining unit, the County will provide longevity incentive pay as follows:

Upon completion of 120 months of continuous service in the bargaining unit, the employee will receive an additional 2% of the employee's base ~~regular~~ rate of pay, exclusive of any incentives, per pay period.

Upon completion of 180 months of continuous service in the bargaining unit, the employee will receive an additional 4% of the employee's base regular rate of pay, exclusive of any incentives, per pay period.

Longevity pay is not cumulative. (*maximum is 4%*)

Longevity pay is calculated on the base hourly rate for the employee's classification and is not altered when working out of class or for any other incentive pays.

6.3 Retirement Pickup

The County will continue to "pickup" or pay six percent (6%) employee's retirement contribution for employees earning less than \$1,500 per month and seven percent (7%) for those at or above \$1,500 per month.

Employees will "vest" plan benefits after sixty (60) months of continuous service with the County.

6.4 Pay Period.

Salaries and wages of employees shall be paid twice per month in accordance with procedures as determined by the County, barring mechanical breakdown. With at least 90 days' notice, the County may change payroll software and also move to a 14 day pay period. With the new software, employees will be paid based on hours worked for the pay period. If using a 14 day pay period, pay days will be every other Friday. In the event a regularly scheduled pay date falls on a Holiday, the pay date will be the preceding day. (*Bargaining note: The County is seeking to update its payroll software and timekeeping systems with a modern comprehensive system.*)

In the event the County moves to a 14 day pay period, in the first payroll period using a 14 day pay period, each bargaining unit member employed at such time will receive a one-time additional payment of \$500.00 in the regular payroll process in consideration of the transition to the new pay period. This payment is subject to applicable withholdings.

~~However, in the event the County makes major changes from the procedures currently in effect, the County will give the Union prior notice and adequate time to comment on such proposed changes.~~

6.5 Account Balances.

Notice of use and accumulation of vacation and sick leave shall be provided to employees monthly through the payroll process. Notice of retirement account balances shall be provided to employees by the County annually. Notice of overtime hours worked and compensated shall be provided to each employee on a monthly basis through the payroll process.

6.6 On Call Differential.

Juvenile counselors, and Registered Nurse 3s assigned to the jail on weekly seven (7) day rotation “on call” status will receive one hundred dollars (\$100.00) per week. This is formulated from twelve dollars (\$12.00) per weekday and twenty dollars (\$20.00) per weekend day. The on-call employee must remain within the County and be available for “call out” if necessary. “On-call” assignment is not considered hours worked unless the employee is called to or engaged in work as provided in Article 12.6 Call Back or Article 12.7 for After Hours Work Calls.

Employees within the classifications of the IS Department may be assigned to be “on-call.” Generally, assignment will be based on a weekly rotation. Employees assigned to be “on-call” will receive one hundred dollars (\$100.00) per week. This is formulated from twelve dollars (\$12.00) per weekday and twenty dollars (\$20.00) per weekend day. The on-call employee must remain within the County and be available for “call out” if necessary. “On-call” assignment is not considered hours worked unless the employee is called to or engaged in work as provided in Article 12.6 Call Back or Article 12.7 for After Hours Work Calls. The County retains the right to maintain on-call duties with the Department Head.

6.7 Spanish/English Bi-lingual Pay.

Employees who work in a classification or position for which Spanish and & English bilingual fluency is required shall be paid one (1) salary range (generally 5%) above the range established for the classification. The Human Resources Director shall establish criteria and a process to validate bilingual competency determinations and provide the criteria in writing to the AFSCME Council Representative.

ARTICLE 8 – SICK LEAVE

8.1 Accrual.

Full-time employees shall accrue sick leave at the rate of eight (8) hours for each full month of service. Part-time employees budgeted less than forty (40) hours per week will be prorated based on budgeted FTE with a minimum accrual of at least one (1) hour for every thirty (30) hours worked.

Employees accrue sick leave upon hire and are eligible for use of paid sick leave on the 91st calendar day of employment and may use sick time as it is accrued.

Employees who have exhausted all paid leave accruals and protected leaves and who are not reporting to work will no longer receive any paid leave accruals, holiday or personal time.

8.2 Maximum Accumulation.

Sick leave may be accumulated to a maximum of one thousand four hundred forty (1,440) hours and shall be accounted for in amounts of not less than one-quarter (1/4) hour.

8.3 Utilization.

Sick leave is granted as insurance against the possibility of illness or disability and in no sense shall it be considered a right that an employee may use for any purpose other than actual illness or injury, parental leave, or other applicable State and Federal laws.

Sick Leave shall be available to the employees for themselves or for the care of a family member's illness or injury, except as otherwise defined in this article. Sick leave shall also be available for Medical/Dental appointments. For the purposes of using sick leave, family members are those defined by FLMA and OFLA. (*as a reference, see County policy or contact Human Resources*) For the purposes of OFLA and FMLA extended leave, employees may use accrued leaves.

The Board will adhere to the statutory provisions of the New Oregon Paid Leave Law (HB2005), as effective in 2023 without further bargaining obligations. Any benefits provided by the Oregon Paid Leave Law will be considered concurrent with any benefits provided in this agreement.

8.4 Death or Retirement.

Unused sick leave shall not be compensated for in any manner, except upon death or retirement. An employee's accumulated sick leave, up to a maximum of four hundred eighty (480) hours, shall be paid upon death or retirement. Retirement means activating and receiving retirement benefits as under the County's retirement plan.

8.5 Notification.

An employee shall notify the supervisor of the employee's intended use of sick leave as soon as possible after the employee's knowledge of such need.

8.6 Physician's Certificate.

For the purposes of OFLA and FMLA leave, the employee may be required to provide medical certification from a medical provider for such leave. Additionally, employees on such leave may be required to provide a medical release to return to work from a medical provider.

Where the County has reason to suspect abuse of sick leave privileges, or where the absence from duty is more than ~~three (3)~~ ~~five (5)~~ consecutive working days, the employee may be required to furnish a certificate issued by a medical provider. In the event that the County requests such certification where the employee has not received medical care, the medical cost will be borne by the County unless covered by insurance.

~~The County may also require a physician's report or other practitioner's report when the County has documented a problem with an employee's job performance and there is reason to suspect the employee's job performance is being negatively impacted by the employee's health. The initial report may be provided by the employee's physician or medical provider. The County may request a second medical opinion. The cost of all such reports shall be borne by the County.~~

8.7 Integration with Workers' Compensation.

When an injury occurs in the course of employment, the County's obligation to pay under this sick leave article is limited to the difference between any disability payment or time loss payment received under Workers' Compensation laws and the employee's regular net pay. In such instances, where the employee has elected to use paid leaves to supplement Worker's Compensation payments, pro-rated charges will be made against accrued paid leaves, in the order of compensatory time, sick leave, vacation, and personal leave, until such time the employee discontinues use of paid leaves or until such leaves are exhausted.

The County will continue to contribute to medical and dental insurance as described in Section 7.1 if an employee is off work as a result of an injury or illness that is compensable under the Workers' Compensation carrier. Such contributions to medical and dental insurance shall continue in effect until the FMLA/OFLA leave entitlement is exhausted, described above, if necessary, or until the employee's earned leave is exhausted, or until it is determined by the County that the employee will be unable to return to work, whichever is the last to occur. Regardless, contributions by the County are limited to no longer than one (1) year from date of accepted claim. If available and at the discretion of the County, an employee receiving worker's compensation benefits may be offered light duty assignments.

8.8 Paid Donated Leave.

Employees may donate accrued vacation or sick leave to other eligible employees as provided by policy. (bargaining note: proposed policy attached)

ARTICLE 11 – LEAVES

11.1 Witness or Jury Duty.

When an employee is called for jury duty or is subpoenaed as a witness within the scope of their employment in the performance of their job duties, the employee will be continued at full salary for the period of required service. As a condition of receipt of regular salary, all monies received as witness fees or pay for jury duty must be signed over to the County, unless such fees are earned on employee's days off or other authorized leave with pay.

Employees will report to work when released from jury or witness duties more than two (2) hours before the end of their scheduled workday. If less than two (2) hours remain, the employee will verbally contact their supervisor for instruction.

The provision for paid leave during regularly scheduled work hours shall not apply to any circumstance where an employee has not been subpoenaed as a witness under the scope of their employment, is a party in interest to the proceeding appearing on behalf of or at the request of the Union, unless otherwise provided by Article 2, or is a party to an action being taken against the County. *(note: see Article 2.6 for Steward time)* In such instances, the employee may elect to have the time involved charged against accrued vacation or compensatory time or a leave without pay shall be granted. The provisions of the above shall not apply to a grievant attending to grievance proceedings. ~~All such time will be with pay if the meeting occurs during the regularly scheduled duty hours of the employee(s) involved.~~

11.2 Bereavement Leave.

In the event of a death in the employee's immediate family, the employee shall be granted necessary paid time off to grieve or make funeral and estate arrangements, attend and travel to and from the funeral to a maximum of forty (40) hours per incident. Leaves taken under this section will run concurrently and within the time periods of ~~with~~ bereavement leave provided by the Oregon Family Leave Act (OFLA). The total time granted for this Section shall not exceed eighty (80) hours per calendar year for any employee. Leave is prorated based on budget FTE.

For the purpose of this Section an employee's immediate family shall be defined as the employee's spouse, domestic partner, parents, children, siblings, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, stepparents, stepchildren and step grandchildren. Bereavement leave may be authorized at the discretion of the Human Resources Director or designee in circumstances justified by an employee who enjoyed an exceptional relationship with a person not within the scope of this paragraph.

Bereavement leave shall be at the employee's regular rate of pay and shall be accounted for separately. Such leave shall not accumulate from year to year and must be approved by the Department Head.

Use of accrued vacation may be authorized to extend bereavement leave, consistent with OFLA, when deemed appropriate by the Human Resources Director or designee.

11.3 Military Leave.

Military leave either with or without pay shall be as provided for under state and federal law.

11.4 Leave Without Pay.

A regular employee may be granted a leave of absence without pay for up to six (6) months when, in the judgment of the County, the leave will not create an undue hardship on the Department. Requests for such leaves must be in writing and must establish sufficient justification for approval. All requests must be submitted to the Department Head. To allow adequate time for review and action the Department Head will respond within

fourteen (14) days. If the request is denied the Department Head must provide the reasoning for the denial of leave without pay.

Leaves without pay of more than two (2) weeks must be approved by the Commissioners. Leaves of less than two (2) weeks must be approved by the Department Head and the Director of Human Resources.

When an employee is granted a leave without pay when not inconsistent with Article 8, the employee will be required to first use all accumulated vacation and holiday leave, and sick leave if appropriate, during the leave period before the employee will be placed on leave without pay status. Unless the leave request is related to sick leave utilization, the employee will not be required to use sick leave and may not use sick leave.

11.5 Disability Leave.

Employee requests for leaves of absence due to disability will be considered through the interactive process. The County will follow applicable law and review possible reasonable accommodations, including extended leave, considering the employee's need and circumstance and the County's ability to provide accommodation.

11.6 Family Medical Leave.

For the purposes of this section, the County relies on State and Federal law as referenced by County Policy. The County acknowledges that prior to changing County policy for FMLA/OFLA, except for legislative changes subject to law, the County will provide any required notices consistent with ORS 243.698. The FMLA/OLFA policy may be changed subject to changes as required by State and Federal Law.

Leave Calculation year: The leave calculation year for family medical leave is 12 months starting with the first day family leave is taken by the employee using the 12 month "looking forward" method.

11.7 Inclement Weather, ~~and~~ Security Concerns or Emergent Conditions.

- A. When the County offices are closed by the County due to inclement weather and/or flooding, employees may be required to support County emergency management efforts, and shall be entitled to receive full pay for emergency services assigned by the County and performed for the days when the County is closed and no regular work is made available.
- B. If circumstances warrant, the Board of County Commissioners or their designee may declare an emergency and/or close all or part of County operations due to emergent conditions. It is understood that a County official designated by the Board of Commissioners shall assume responsibility for community and department communications appropriate and logistically possible under the circumstances of an emergency, and shall have authority to close all or some County offices in the interests of safety of personnel whose service are non-essential during the emergency. Employees who have reported to work and who

are released prior to the end of a workday due to a closure ordered by the Board of County Commissioners or their designee shall be entitled to full pay as if they had worked the entire workday.

- C. During a Board of County Commissioners declared emergency, employees may be ~~in the following bargaining unit classifications~~ are determined to be emergency personnel and are expected to accept assignments and provide emergency services duties whether the County is closed or open for service. ; ~~Park Laborer, Road MEO Entry Level, Road MEO Journey Level, Road MEO Advanced Journey Level, Custodians, Building and Grounds Maintenance Worker, Computer Operations Technician, Park Operations and Maintenance Tech 1, Survey Technician, Parks Operations and Maintenance Tech 2, Engineering Tech 1, Engineering Tech 2, Mechanic, Mechanic Lead Worker, Registered Nurse 1, Registered Nurse 2, Registered Nurse 3, Programmer Analyst 1, and Programmer Analyst 2, and all other represented Public Works employees.~~ Department Heads may designate ~~any other~~ personnel as contingent emergency personnel as needed during a declared emergency or emergent condition as declared by the BOC. Employees ~~in the above classifications~~ will report for and be released from duty during emergency or weather events as determined by their Department Manager.

If the commute to and from the home of emergency personnel (designated above) is unsafe or impassable in the employee's vehicle, as determined by the Department Head, the County will provide lodging and meals to the employees within close proximity to the worksite.

- D. If work is ~~made~~ available in emergency management efforts and assigned to bargaining unit employees, employees will be ~~they shall be~~ compensated at their normal pay rate and pay practices. In the event an emergent circumstance involves FEMA Incident Command System, preference for assignment to such emergency work shall be provided to those employees designated as emergency personnel by classification and who have completed the FEMA Incident Command System Training programs for ICS 100, ICS 200, and ICS 700. Assigned trainings will be considered work time for AFSCME represented employees.

The County shall provide for the required Personal Protective Equipment (PPE) for the emergency work assigned. It is understood that assignments to emergency services may be limited and not available to all employees who are classified as emergency personnel or other bargaining unit employees who wish to work and may be further limited by the lack of required equipment, certifications, training or licensure by the employee.

- E. ~~If an employee assigned for emergency services is unable to report for such duty, or for other non-emergency personnel for who work is unavailable due to emergency closure, then the employee with a sufficient earned leave balance may utilize such leave.~~

Anticipated Inclement Weather: When the County is not closed and an employee requests time off due to reasonably anticipated flooding or other weather related and/or high water issues, the employee may, subject to supervisory approval, use vacation, personal leave or compensatory time off. Sick leave will be available for those individuals who are eligible under Article 8 pertaining to sick leave.

ARTICLE 14 – GENERAL PROVISIONS

14.1 Seniority.

Seniority, except for the purposes of layoff under Article 14.5, shall be defined as a regular employee's length of continuous service with the County since the employee's last date of hire. An employee who has not completed the employee's probationary period shall not be considered a regular employee, but rather shall be considered a "Probationary Employee."

A regular employee shall lose all seniority in the event of voluntary or involuntary termination or failure to return from an expired leave of absence, or layoffs of longer than fifteen (15) months.

14.2 Probationary Period.

New employees: Every new employee hired into the bargaining unit shall serve a probationary period of six (6) months, and in the case of employees hired into professional positions, twelve (12) months from date of hire. A position at Range 10 on the wage scale or above is considered a "professional employee" within the meaning of this Article.

Promotions: Employees promoted into a higher classification shall serve a probationary period of six (6) months. The County recognizes its obligation to inform employees on promotional probation of performance deficiencies as they occur.

New employees on probation who are promoted shall serve a full probation appropriate to the classification to which they are promoted. Employees' probation periods shall be calculated from the first day of hire or promotion, and shall conclude on the last day of the appropriate probationary period. In the event an employee is absent for more than 10 working days during the probationary period and in order to provide a full period of observation during the probationary period, the County, with the approval of the Human Resources Department, may extend a probationary period equivalent to the time a probationary employee is absent from work ~~due to medical or other reasons in excess of ten (10) working days in total,~~ not to exceed an additional ninety (90) calendar days.

Employees who voluntarily transfer to or apply for and accept another position in the County in a different department, will be subject to the same probationary period as a new employee. Transfers within the same department will be treated the same as promotional probation.

The Union recognizes the right of the County to terminate new employees on probationary status for any reason without recourse to the grievance procedure and to exercise all rights not specifically modified by this Agreement with respect to such employees. The disciplinary process and rights provided by Article 13 do not apply to probationary employees. The Union also recognizes the right of the County to demote any employee on promotional probationary status to the employee's previous classification without recourse to the grievance procedure.

14.3 Job Openings.

The County agrees to ~~send post management and bargaining unit~~ all County job openings by email to all employees. Such posting of job openings shall be at least five (5) working days prior to closure of the job opening. A copy of each job opening will be posted on the County ~~website email~~ and a copy will be provided to the designated Union representative. *(bargaining note: County is not precluded from posting positions externally at the same time)*

The County is not precluded from offering internal promotions to a regular employee and is not required to post internal promotions. For the purposes of this provision, temporary and seasonal employees are not considered a regular employee.

Reclassifications are not considered a job opening.

The posting of a job opening shall contain the following:

- Job description and skill requirements;
- Job location;
- Work hours;
- Salary range;
- Date position is available;
- Classification title;
- If extensive overtime is required;
- Union affiliation.

As a courtesy to current County employees who have applied for an open County position, those applicants will be provided a notice if they are not offered an applicant interview. This provision is not subject to grievance.

14.4 Promotions and Demotions.

Promotions: If two or more County employee applicants are the final candidates for a ~~an~~ internal job posting for a bargaining unit position are found to be equally qualified, the applicant with greater seniority shall be offered the position, unless otherwise restricted by law. (*For example: veteran's preference*) Disputes related to this provision are limited to Step 4, Mediation, of the grievance process.

Demotions: For involuntary demotions as a result of reorganization of County departments/programs and for other than disciplinary or layoff reasons, an employee demoted to a lower pay range will receive the salary step of the lower pay range closest to but not above their current salary step.

14.5 Layoff and Recall.

A layoff means an involuntary separation of a regular employee from the County work force except in the instance of a disciplinary termination. Subject to the procedural terms of this section, layoff of positions is at the discretion of the County. Probationary and temporary employees shall not be subject to the provisions of this Section. However, the County shall terminate any temporary or probationary employee in a given classification and department before any regular employee in the same classification and department is laid off.

Layoffs shall be made within job classifications in a department or division on the basis of inverse order of job classification seniority or special job skills. Job classification seniority is the years of continuous service in a job classification. A layoff out of the inverse order of classification seniority shall be made by the County if, in the County's judgment, retention of special job skills is required by the operating requirements of the department.

Advance notice will be provided to employees the County intends to lay off. Such notice shall normally be provided at least fourteen (14) calendar days prior to layoff.

An employee subject to layoff may elect layoff or will be entitled to bump in the following order:

1. The employee may bump a least senior employee in the same classification in the same department. If the employee is determined to meet the minimum qualifications, employee will serve a sixty (60) calendar day transitional period. In efforts to assist transition, the parties recognize the common objective to support the success of the employee. The employee will be provided appropriate training and orientation for the duties of the position. The employee will receive at least two written performance reviews within the first forty days of starting the new position. At the discretion of the County and during the transitional period, the County will determine if employee meets job expectations and qualifications. In the event the employee fails the transitional period, the employee is laid off with no further bumping opportunities. Employee's new classification seniority will be the employee's current County seniority.

2. The employee may bump the least senior employee in a lower job classification within the bargaining unit if the employee has previously held the position. Upon initial review by the County, an employee electing to bump another employee may do so, so long as the employee still possesses the basic skills, ability, qualifications or certifications, as determined by the job specifications, to perform the work of the position. If the employee is determined to meet the minimum qualifications, employee will serve a sixty (60) calendar day transitional period. In efforts to assist transition, the parties recognize the common objective to support the success of the employee. The employee will be provided appropriate training and orientation for the duties of the position. The employee will receive at least two written performance reviews within the first forty days of starting the new position. At the discretion of the County and during the transitional period, the County will determine if employee meets job expectations and qualifications. In the event the employee fails the transitional period, the employee is laid off with no further bumping opportunities. Employee's new classification seniority will be the employee's current County seniority.

a. As an alternative to bumping into a lower job previously held and for a job classification that exists in more than one department, an employee may bump the least senior employee based on job classification seniority, in the same job classification County wide, subject to the above transitional period.

3. Employee may bump to a lower classification previously not held within the same Department. Upon initial review by the County, an employee electing to bump another employee may do so, so long as the employee still possesses the basic skills, ability, qualifications or certifications, as determined by the job specifications, to perform the work of the position. If employee is determined to meet the minimum qualifications, employee will serve a sixty (60) calendar day transitional period. In efforts to assist transition, the parties recognize the common objective to support the success of the employee. The employee will be provided appropriate training and orientation for the duties of the position. The employee will receive at least two written performance reviews within the first forty days of starting the new position. At the discretion of the County and during the transitional period, the County will determine if employee meets job expectations and qualifications. In the event the employee fails the transitional period, the employee is laid off with no further bumping opportunities. Employee's new classification seniority will be the employee's current County seniority.

Recall: Employees laid off for a period of more than fifteen (15) months lose all recall rights and accrued seniority and are deemed terminated. Employees recalled within fifteen (15) months of their date of layoff shall be recalled according to seniority unless in the County's judgment, special skills are required by department operating requirements. No new employees shall be hired for a classification of work until employees laid off in that classification have been offered an opportunity to return to work, by certified mail. A former employee's refusal to accept a recall shall constitute voluntary termination and such employee shall lose the employee's layoff status privileges and the employee's seniority, unless the employee is temporarily incapacitated by illness or injury.

14.6 Personnel File.

The County, within five (5) working days from the day of the employee's request, shall provide an employee the opportunity to review the employee's personnel file. Copies of the contents of this file requested by the employee shall be provided at the employee's own expense. The official personnel file shall be maintained by the County.

The employee may respond in writing to any item placed in the employee's personnel file. Such written response will become a part of the file.

~~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 twelve (12) months, provided that no subsequent reprimands or other formal disciplinary actions either over the same or a different issue was imposed during the intervening period of time. (bargaining note: concept of paragraph moves to Article 13- Discipline, see TA 11/9/2020)~~

Employees shall have the opportunity to review and sign any personnel document that reflects an adverse personnel action prior to such document being entered into the employee's personnel file. The employee's signature does not necessarily indicate agreement, and each document shall indicate so.

14.7 Non-Discrimination.

This Agreement shall apply equally to all members of the bargaining unit, regardless of race, sex, gender, age, religion, sexual orientation, political affiliation, and disability that can be reasonably accommodated or any other protected status or activity in accordance with applicable law. Inappropriate conduct related to an individual's race, color, national origin, ancestry or ethnic background, religion, sex, sexual orientation, gender identify, mental or physical disability, age, veteran status, marital status or other legally protected status or activity may be grounds for disciplinary action.

The Union and the County shall equally share the responsibility for upholding this provision of the Agreement. ~~All reference to employees in this Agreement designates both sexes, and whenever the male or female gender is used, it shall be construed to include male and female employees. (bargaining note: CBA will be edited to remove references to his/her and use "the employee/their" as appropriate)~~

14.8 Outside Employment.

The County, the Union and all employees recognize that in all outside employment situations, the County shall be recognized as an employee's primary employer. The County shall be notified in writing of outside employment. Any outside employment while a full-time employee of the County must:

- a. In no way detract from the efficiency of the employee in County duties.
- b. In no way be a discredit to County employment.

- c. Not take preference over extra duty required by County employment.
- d. Not create a conflict of interest with the employee's County employment.

Employees may be required to rescind outside employment that directly conflicts with their County position, and may be asked to rescind outside employment that adversely affects the employee's performance in their County position.

14.9 Maintenance of Standards/Work Rules.

Only such existing and future work rules and benefits as are expressly and specifically covered by the terms of this Agreement shall be affected by the recognition of the Union and the execution of this Agreement. It is jointly recognized that the County must retain authority to fulfill and implement their responsibilities and may do so by work rules, oral or written, existing or future. It is agreed that no work rule will be promulgated or implemented which is contrary to the terms of a specific provision of this Agreement. All written work rules, existing or future, will be furnished to affected employees. The County agrees to reduce major changes in work rules to writing and provide the Union with such changes. The County shall notify the Union in writing at least fourteen (14) days prior to the implementation of a change in an existing work rule or adoption of a new work rule that affects employment relations, as provided by PECBA. The Union may provide notice of intent to bargain consistent with ORS 243.698. For matters not related to employment relations, the parties may meet and confer to discuss concerns.

Unless otherwise specified by this agreement, the Union acknowledges that during the collective bargaining period for this existing agreement, the Union had the full opportunity to have presented and bargained all matters of "employment relations," as provided by PECBA. The Union hereby waives any further obligation to bargain other matters of employment relations raised by the Union that are not addressed by this agreement, however, retains the right to bargain those matters raised under the provisions ORS 243.698 or ORS 243.702.

14.10 Mileage and Per Diem.

Any employee who is authorized and required by the County to use their private automobile for official County business shall be reimbursed at the IRS rate per mile. Employees traveling on official County business are to refer and adhere to the County Travel Policy. County travel policies shall conform to IRS rules and requirements of the tax code.

14.11 Contracting/New Technology.

In the event the County determines a need to contract out bargaining unit work and/or develop new technology that is reasonably expected to result in the layoff or demotion of any current bargaining unit employees, the County shall notify the Union not less than ninety (90) days prior to contracting. The Union may request to bargain the impacts of the

decision within fourteen (14) days of the County's notice and the parties will commence bargaining within ten (10) working days of the Union's notice of intent to bargain. The Union may, in addition, explore with the County alternatives that would enable the County to continue to perform services with existing employees without contracting out. The impacts of the above determination shall be bargained, upon the request of the Union, in accordance with the Public Employee Collective Bargaining Act and shall be completed within sixty (60) days from the date of the notice. Parties agree to the 60-day period in lieu of the bargaining period provided under PECBA, ORS 243.698. The County maintains the right to contracting out for those situations that do not result in layoff or demotion and the right to continue contracting out under past practice both without further bargaining obligations.

14.12 Safety and Health.

A. The County agrees to abide by standards of safety and health in accordance with the Oregon Safe Employment Act (ORS 654.001 to ORS 654.295 and 654.991). Additionally, the County will not require an employee to perform hazardous work or to operate hazardous equipment without at least one (1) other person in the area consistent with industry standards, although such other person may be performing other related duties.

B. Safety Committee: The parties agree to convene a safety committee with 3 members of the Union and 3 members of the County to meet on a regular basis at least twice per year. Matters of safety may be brought forth by any employee to their supervisor or to Risk Management or designee for prompt review and response. Should the matter not be resolved by either a supervisor or Risk Management or designee, the employee may submit the matter to the safety committee for review at the next scheduled session. The Safety Committee is advisory and can only make recommendations to the County. The parties agree that this is the exclusive process to resolve matters of safety during the term of this agreement, except that employees are not precluded from seeking remedial action from OHSA.

This Section 14.12 of the Agreement shall not be subject to the grievance procedure contained herein.

14.13 Tools and Equipment Allowance.

The County will maintain the current level of insurance and replacement policy in the event of tool loss for mechanics.

The County will pay a tool, clothing and equipment allowance of ~~reimburse up to~~ \$225.00 per year to eligible employees (see Appendix C) to be used for safety gear not provided by the employer. Payment will be made in the final November ~~January~~ paycheck for current employees. New employees will be paid in the next full month of hire and will be prorated based on the month of hire. Payments are subject to applicable withholdings. These items are to include: boots, reflective shirts that comply with safety regulations, and any other items the Union and County find mutually agreeable.

14.xx Clothing Allowance.

As determined by each Department, for those represented employees assigned to wear a clothing uniform that is not otherwise provided by the County, the County will provide each eligible employee a clothing allowance of \$225.00 per year. The clothing allowance is only applicable when a Department requires a uniform clothing requirement as assigned for each individual employee in the performance of their duties. Payment will be made in the final November paycheck for current employees. New employees or assignment to wear a uniform mid-year will be paid in the next full month of hire or assignment and will be prorated based on the month of hire or assignment. Payments are subject to applicable withholdings. This section does not apply if receiving the tool and equipment allowance paid in Article 14.13. (bargaining note: For example: currently only clinical nurses are required to wear scrubs/uniforms, so the reimbursement is not for other nurse (like home care) who are not required to wear scrubs while working.)

14.14 Inmate Work Crew/Volunteers.

The County, at its discretion, has the right to assign inmates and volunteers (consistent with ORS 243.716) to perform bargaining unit work.

14.15 Personnel Policies of General Application.

Employees shall refer to the County Policy and Procedures Manual, the policies of which shall apply and control all situations not governed by a conflicting provision of this labor agreement. The grievance article of this Agreement shall not apply to disputes which may arise concerning application of County Policies which are interpreted by the County Human Resources Director.

14.16 Requests for Information.

1. Parties agree to make best efforts to informally discuss requests for information prior to formal requests being made with the objective to clarify the information needed and find efficient means of meeting the needs of both parties. The intent of this provision is to discuss available information, reasonable means of obtaining information, and determine potential costs if a formal request for information were made.

2. Upon a formal request for information, the parties will provide requests for information consistent with PECBA. For formal requests that require more than 2 hours of administrative time per request as related to a particular incident, the parties may charge fees consistent with County policy for public records requests. Parties agree to make good faith efforts to provide information as efficiently as possible and by electronic copy. Once per calendar year and at the election of Union for a formal request, the County will allow up to 4 hours of administrative time for a request as related to a particular incident.

Paper copies of materials provided by either party may be charged the fees charged for public records request consistent with County Policy. There will be no charge for

electronic copies. Either party may waive these costs at its discretion. If fees and costs are requested, an itemized statement including hours and rates will be provided.

Disciplinary Matters: In the event the County imposes discipline on a bargaining unit employee, as provided by Article 13, and upon the request of the employee or Union Representative, the County will provide copies of the complete investigation relied upon by the County including supporting documents at no cost.

ARTICLE 16 – TERM OF AGREEMENT

This Agreement shall be effective upon ~~execution ratification~~ by both parties, and shall remain in full force through June 30, 2023. ~~December 31, 2019, except as herein otherwise provided.~~ It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing prior to January 1st of the expiring year ~~July 1, 2019 prior to the aforesaid expiration date~~ that it desires to modify this Agreement.

(bargaining note: The terms of this settlement apply only to current employees on the date of execution. No retroactive provisions apply.)

Upon execution as signed below on this the _____ day of _____, 2021 ~~2017~~.

APPENDIX A

TO BE INSERTED

(bargaining note: County will prepare a new pay table with hourly rates for FLSA non-exempt employees and a salary for FLSA exempt employees.)

Pay table will include: “Wage scale reflects a base hourly rate of pay for FLSA non-exempt employees. For FLSA exempt employees, a full-time salary is calculated on a yearly schedule of 2080 hours per year. Rounding is to the nearest cent using Excel.”

The classifications of IT Specialist V, IT Specialist VI, Behavioral Health Clinician I, II and III are FLSA exempt salaried positions.

APPENDIX C

Article 14.13 Tools and Equipment Allowance

Eligible employees shall include the following job classifications:

Building and Grounds Maintenance Worker
Building Inspectors
Engineering Technicians
Electrical Inspectors
Environmental Health Specialists
Land Use Planners
Mechanic
Park Maintenance & Operations Technicians
Property Appraiser Trainees, Property Appraisers
Road Maintenance Equipment Operator – Entry Level
Road Maintenance Equipment Operator – Journey Level
Road Maintenance Equipment Operator – Advanced Journey Level
Road Maintenance Equipment Operator - Specialist
Solid Waste Outreach Specialist
Solid Waste Transfer Station Attendant
Survey Technician
Survey Supervisor
Custodian
Communications Systems Administrator

DONATED VACATION OR SICK LEAVE POLICY

The intent of this policy is to provide a means for employees to donate accrued vacation or sick hours for eligible coworkers if they have depleted their leave balances due to becoming seriously ill or injured. However, employees should not rely on receiving donated leave if their banks are depleted. Employees may request donations once per qualifying event.

This policy applies to the employees represented by AFSCME. The County is not precluded from adopting this policy for other employees, subject to Board approval or other legal obligations for other bargaining units. The County acknowledges that prospective changes to this policy may require bargaining obligations.

(bargaining note: This policy will supersede existing County donation policies.)

Criteria for Receiving Donations

In order to be eligible to receive donated leave benefits, you must meet all of the following criteria:

- You must be employed in a classification that is eligible to earn paid vacation and sick benefits through Tillamook County,
- All accrued paid leave must be exhausted,
- You must not have any attendance disciplinary action for habitual, patterned or excessive absenteeism or tardiness in your file within the previous twelve months,
- You must be unable to work/continuously absent from work for a period of at least fourteen (14) calendar days due to your own serious illness or injury or the need to care for their spouse, registered domestic partner or child (including biological, adopted, step-children, foster children, registered domestic partner's children) with a serious illness or injury.
- You must apply for and be approved to receive family leave under applicable law (OFLA and/or FMLA),
- You must not have already received donated leave for the same qualifying event, and
- You must have made a written request for donated leave.

Donations are hour for hour and employees are only eligible to receive leave donations for the hours they would otherwise be scheduled to work, up to the amount of time that the healthcare provider has certified that they or their family member is unable to work as a result of the qualifying condition.

An employee receiving donated leave for a qualifying event is limited to receiving up to 80 hours of leave.

Please note that employees are strongly encouraged to manage their paid leave wisely and to keep "reserves" available to cover themselves if a serious illness or injury occurs. The County does not guarantee how much, if any, donated leave benefits will be available for any employee. Even when donated leave is available, there is no guarantee that sufficient leave donations will be received to cover any employee's entire period of eligibility.

Requests for Donations

An eligible employee must contact Human Resources to initiate the donation process. The employee requesting a leave donation must complete a Leave Donation Request Form, available from Human Resources. The employee should specify the amount of leave being requested. Medical certification of the illness or injury will generally be required. Leave donation requests must be reviewed and approved by Human Resources. To reduce delays, the leave donation process should be started as soon as the receiving employee realizes there is a need for donations--ideally, prior to the exhaustion of accrued paid leave balances.

Human Resources will post a County-wide notice to solicit donations for donated leave. Employee medical information will not be released.

Donations will be applied to the recipient's sick leave account on an hour for-hour basis in the order they are received. Donations in excess of the allowable maximum will not be processed.

Making Donations

Employees who wish to donate paid leave to another employee can donate accrued vacation and accrued sick leave. Accrued holiday and personal days are not eligible for donation.

In order to be eligible to donate leave, the employee must meet all of the following criteria:

- The donating employee must maintain a minimum of eighty (80) hours of accrued Vacation Leave benefits after the donation.
- The donating employee must maintain a minimum of 280 hours of accrued sick leave benefits after the donation.
- Other forms of leave may not be donated.
- The donating employee must submit a written request stating their desire to donate leave as well as the amount and type of accrued leave being donated.

The donating employee must fill out a Leave Donor Form and submit it to Human Resources. Leave Donor Forms will be accepted by Human Resources after a request has been posted. This form is available from Human Resources. Donating employees can donate more than once subject to the above limitations.

All donations of paid leave benefits are voluntary and irrevocable once transferred to the receiving employee (note donations are transferred in the order received. If an employee receives more donations than needed, excess leave will not be transferred). For ASCME employees, disputes of this policy are limited to Step 3 of the grievance within the collective bargaining agreement.

Any employee who feels pressured to donate leave should contact Human Resources immediately.