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**BENTON COUNTY  
AND  
OREGON AFSCME  
COUNCIL #75, AFL-CIO  
LOCAL 2064**



**LABOR CONTRACT 2017 - 2021**

# Contents

PREAMBLE .....6

ARTICLE 1. RECOGNITION ..... 6

    Section 1.1. Union Recognized. .... 6

    Section 1.2. Definitions. .... 6

    Section 1.3. Employment Categories. .... 6

ARTICLE 2. GENERAL PROVISIONS ..... 8

    Section 2.1. Zipper Clause. .... 8

    Section 2.2. Notice Period Defined. .... 8

    Section 2.3. Non-Discrimination. .... 8

ARTICLE 3. MANAGEMENT RIGHTS..... 8

ARTICLE 4. UNION RIGHTS ..... 10

    Section 4.1. Check Off. .... 10

    Section 4.2. Fair Share Agreement. .... 10

    Section 4.3. Employee Listing. .... 11

ARTICLE 5. UNION ACTIVITY..... 11

    Section 5.1. Non-Discrimination. .... 11

    Section 5.2. Union Responsibility. .... 11

    Section 5.3. Union Activity. .... 11

    Section 5.4. Orientation. .... 12

    Section 5.5. Bulletin Boards. .... 13

ARTICLE 6. STRIKES AND LOCKOUTS ..... 13

    Section 6.1. No Strike. .... 13

    Section 6.2. No Lockout. .... 14

ARTICLE 7. HOURS OF WORK AND OVERTIME ..... 14

    Section 7.1. Application of This Article. .... 14

    Section 7.2. Regular Hours. .... 14

    Section 7.3. Flex Schedules. .... 14

    Section 7.4. Normal Workweek. .... 15

    Section 7.5 9/80 Alternative (Flex) Schedule Workweek ..... 15

Section 7.6. Overtime Premium.....	15
Section 7.7. Overtime Distribution. ....	16
Section 7.8. Work Schedules.....	16
Section 7.9. Standby Duty.....	16
Section 7.10. Remote Access – Standby .....	16
Section 7.11. Back-up to Community Health Center Triage Service .....	16
Section 7.12. Mental Health Standby Duty.....	17
Section 7.13. Call-In Time.....	17
Section 7.14. Rest Periods.....	18
Section 7.15. Meal Periods. ....	18
Section 7.16. Unused Rest and Meal Time. ....	18
Section 7.17. Clean Up Time. ....	18
Section 7.18. FLSA Exempt Flex Time. ....	18
Section 7.19. Physician Assistants: Voluntary Extra Shifts. ....	19
ARTICLE 8. HOLIDAYS .....	19
Section 8.1. Holidays.....	19
Section 8.2. Holiday Date Modification. ....	19
Section 8.3. Holiday Pay.....	19
Section 8.4. Weekend Holidays. ....	20
Section 8.5. Observed Holidays. ....	20
Section 8.6. Holiday During Leave. ....	20
Section 8.7. Holiday Work.....	20
ARTICLE 9. LEAVE DUE TO DISASTER OR ADVERSE WEATHER CONDITIONS .....	21
Section 9.1. Leave Due to Disaster. ....	21
Section 9.2. Leave Due to Adverse Weather Conditions.....	21
Section 9.3. Declared Emergency. ....	21
Section 9.4. Emergency Personnel Defined.....	21
ARTICLE 10. VACATION LEAVE .....	22
Section 10.1. Accrual.....	22
Section 10.2. Scheduling. ....	22
Section 10.3. Vacation Accrual.....	22
Section 10.4. Termination or Death.....	23
Section 10.5. Continued Vacation Credit.....	23
Section 10.6. Vacation Cash-Out. ....	23
ARTICLE 11. SICK LEAVE .....	23
Section 11.1. Accrual.....	23
Section 11.2. On-The-Job Accident.....	24

Section 11.3. Continued Sick Leave Credit.....	25
Section 11.4. Scope.....	25
Section 11.5. Retirement, Disability or Death. ....	25
Section 11.6. Unused Sick Leave Conversion.....	25
Section 11.7. Sick Leave Donations.....	26
ARTICLE 12. OTHER LEAVES OF ABSENCE .....	27
Section 12.1. Leave Procedure.....	27
Section 12.2 Leave of Absence Without Pay. ....	27
Section 12.3. Family and Medical Leave. ....	27
Section 12.4. Bereavement Leave.....	28
Section 12.5. Witness or Jury Duty. ....	28
Section 12.6. Military. ....	29
Section 12.7. Seniority During Leave. ....	29
Section 12.8. Short Term Leave of Absence without Pay for Reduction in Work Load. .	29
ARTICLE 13. WAGES AND SALARIES .....	29
Section 13.1. The Total Compensation Package.....	29
Section 13.2. Wages.....	30
Section 13.3. Step Increases. ....	30
Section 13.4. Performance Pay Program .....	31
Section 13.5. Pay Periods. ....	31
Section 13.6. License and Certification Pay. ....	31
Section 13.7 Working Out of Classification/Lead Work .....	32
Section 13.8 Acting in Capacity (AIC).....	32
Section 13.9 Job Assignment Outside of the Bargaining Unit .....	32
Section 13.10. Short Term Reassignments Out of Classification. ....	33
Section 13.11. Heavy Equipment Operators.....	33
Section 13.12 Tool Replacement. ....	34
ARTICLE 14. HEALTH AND WELFARE .....	34
Section 14.1. Medical/Vision/Dental. ....	34
Section 14.2. Life Insurance. ....	35
Section 14.3. Long Term Disability Insurance.....	35
Section 14.4. Dependent Medical Insurance Continuation.....	35
Section 14.5. Retirement Health and Dental Insurance. ....	36
Section 14.6. Deferred Compensation Plan.....	37
Section 14.7. Health and Welfare Proration.....	37
ARTICLE 15. PROBATIONARY PERIOD .....	37
Section 15.1. Definition.....	37

Section 15.2. Extension of Initial Probationary Period.....	37
Section 15.3. Temporary Service Credit.....	38
Section 15.4. Promotional and Career Change Probationary Period.....	38
Section 15.5 Promotional Salary Increases.....	38
Section 15.6 Career Change.....	38
ARTICLE 16. SENIORITY .....	38
Section 16.1. Definition.....	38
Section 16.2. Acquisition of Seniority.....	38
Section 16.3. Seniority List Posting.....	39
Section 16.4. Layoff.....	39
Section 16.5. Recall.....	40
Section 16.6. Return from Lay-off Interview.....	41
Section 16.7. Scheduling.....	41
Section 16.8. Filling of Vacancies.....	41
Section 16.9. Seniority During Periods of Disability.....	41
Section 16.10. Continuous Service.....	42
ARTICLE 17. CLASSIFICATION .....	42
Section 17.1. Reclassification Request.....	42
Section 17.2. New Classification.....	43
Section 17.3. Employee Reclassification Downward.....	43
Section 17.4. Classification Not Guaranteed.....	43
ARTICLE 18. SAFETY.....	43
Section 18.1. Safety Rules Generally.....	43
ARTICLE 19. RETIREMENT PROGRAM .....	44
Section 19.1. Program Definition.....	44
ARTICLE 20. EMPLOYEE DISCIPLINE .....	44
Section 20.1. Progressive and Corrective Discipline.....	44
Section 20.2. Removal of Discipline.....	45
Section 20.3. Administration of Discipline.....	45
Section 20.4. Presence of Shop Steward.....	45
Section 20.5. Notice to Union.....	45
Section 20.6. Administrative Leave Time Limits.....	45
ARTICLE 21. MISCELLANEOUS.....	45
Section 21.1. Respectful and Harassment Free Workplace.....	46

Section 21.2. Personnel File.....	46
Section 21.3. Job Sharing.....	46
Section 21.4. Transfer Notice.....	46
Section 21.5. Mileage Pay/Parking Reimbursement. ....	46
Section 21.6. Bargaining Unit Work.....	46
Section 21.7. Contract Work and Notice to the Union.....	47
Section 21.8. Negotiations.....	47
Section 21.9. FTE Modification.....	47
Section 21.10. Outside Employment.....	47
Section 21.11. Team Representation.....	47
Section 21.12. Health Benefits Committee.....	48
Section 21.13. Fiscal Year.....	48
Section 21.14. Compensation Issues Related to Recruitment and Retention.....	48
Section 21.15. Training and Education.....	48
Section 21.16. Career Development.....	49
ARTICLE 22. GRIEVANCE PROCEDURE.....	50
Section 22.1. Grievance Definition.....	50
Section 22.2. Time Periods and Notice Stipulations.....	50
Section 22.3. Informal Discussion Permitted.....	50
Section 22.4. Confidentiality.....	51
Section 22.5. Exclusive Remedy.....	51
Section 22.6. Grievance Procedure.....	51
Section 22.7. Absence From Work Station.....	54
ARTICLE 23 LABOR MANAGEMENT ADVISORY COMMITTEE.....	54
Section 23.1.....	54
Section 23.2.....	54
Section 23.3.....	55
Section 23.4.....	55
Section 23.5.....	55
ARTICLE 24. SAVINGS CLAUSE.....	55
ARTICLE 25. TERM OF AGREEMENT.....	55
SIGNATURE PAGE.....	56
AFSCME Salary Schedule.....	57

## **PREAMBLE**

This agreement, entered into by Benton County Oregon, hereinafter referred to as the County, and the American Federation of State, County and Municipal Employees, Local Number 2064, hereinafter referred to as the Union, defines the entire relationship between the parties, and is intended to promote harmonious relations between the County and the Union. The parties acknowledge that there is a statutory division of responsibility between the Board of Commissioners and certain elected officials with respect to administration of departments affected by the agreement, and that the statutes shall control in the event of conflict with any provisions herein, however, the provisions of Article 24 shall apply if such a situation develops.

This agreement represents the whole and complete understanding between the parties, and has as its purpose the setting forth of those matters pertaining to rates of pay, hours of work, fringe benefits, and other matters relating to terms and conditions of employment which are expressly covered in this agreement, and which are consistent with the primary objective of providing efficient and economical services to the citizens of Benton County.

## **ARTICLE 1. RECOGNITION**

### **Section 1.1. Union Recognized.**

A. The County recognizes the Union as the sole and exclusive bargaining agent, for the purpose of establishing wages, hours and conditions of employment, for all regular public employees of Benton County, excluding confidential, and supervisory employees pursuant to ORS 243.650 and employees who are temporary, intermittent (On-call), student interns, and employees in the Sheriff's Department (BCDSA), and registered Nurses in the Department of Health represented by the Oregon Nurses Association (ONA).

B. No employee covered by this agreement will be laid off and replaced by a temporary, intermittent (On-call), or student intern employee or employees performing the same work in that department or division without the employee first being offered the opportunity to work in the temporary position.

### **Section 1.2. Definitions.**

For the purposes of this agreement, the word employee shall refer only to Benton County employees who are members of the bargaining unit as defined in Section 1.1. All references to employees in this agreement designate both sexes and whenever either gender is used it shall be construed to include both male and female employees.

### **Section 1.3. Employment Categories.**

For the purposes of this agreement, the Employment Categories shall be as follows:

- A. **Regular full-time** employee occupies a position with an established FTE of 1.0 and has completed the probationary period.
- B. **Regular part-time** employee occupies a position with an established FTE of less than 1.0 to .5 FTE and has completed the probationary period.
- C. **Seasonal** employee occupies a regular status position, which occurs, terminates and reoccurs periodically and regularly regardless of the duration. Full time seasonal employees will complete probationary service after having served a combination of seasonal periods totaling six (6) full calendar months (a minimum of 1040 hours.) Regular part time seasonal employees will have their probationary period pro-rated on an hourly basis in accordance to their position's established FTE. Seasonal employees have all rights and benefits accrued by regular employees during their employment season. (Examples: 9-month Park's employees, 9- or 10-month school based nurses).
- D. **Intermittent (On-Call)** employee is available on an irregularly fluctuating basis because of the nature of the work. A person appointed to an intermittent position shall be informed in writing at the time of appointment that the position has been designed as an intermittent position and that the employee may expect to work only when work is available. A person who is appointed to an intermittent position may be scheduled for work at the discretion of the supervisor when the workload of the position so justifies without any penalty pay provision for short notice. Lack of work for an employee appointed to an intermittent position shall not be considered a layoff. Intermittent (On-Call) employees are not eligible for holiday, vacation, sick leave, or personal leave accrual. Intermittent (On-Call) employees are not members of the collective bargaining units. (Example: Elections Workers, On-Call County Mail, and On-Call Custodial Staff). Employees in this category will work less than 1040 hours in a fiscal year.
- E. **Limited Duration** employee is hired to perform special studies or projects of uncertain or limited duration, or for replacement of an employee on an extended leave of absence. Such appointments shall be for a stated period no less than six months but not exceeding two (2) years and can expire upon the earlier termination of the special study or projects. Limited Duration employees have all the rights of regular status employees except that they are not entitled to layoff rights.

A person hired from a regular position into a limited duration position, shall retain all of their rights as a regular employee and continue accrual of seniority. At the conclusion of the limited duration appointment, if their former position is not available, then they shall be entitled to lay off rights.

Should a limited duration appointment be converted to a regular position, the incumbent shall be credited seniority for the full time served in the position.

Limited Duration positions may be subject to bumping in times of layoff.

After two (2) years in a limited duration position employees will automatically be converted to



regular employee status.

- F. **Temporary** employees shall be used for the purpose of meeting short-term, emergency workload needs. A temporary appointment or position shall not exceed the equivalent of six calendar months or 1040 hours in a fiscal year. Temporary employees are not members of the collective bargaining units and are not eligible for accrual of holiday, vacation, sick, or personal leave. Temporary employees can, however, apply for regular status positions open to internal candidates only; and if appointed to a regular position in the same department in which the temporary position was situated, may receive credit toward their probationary period according to Article 15, Probationary Period.
- G. **Student Interns** can work for school credit and/or a nominal salary in order to combine classroom theory with practical experience in the workplace. Benton County is a partner with Benton County schools and institutions of higher education in support of the State of Oregon's School Intern and School-to-Work program.

## **ARTICLE 2. GENERAL PROVISIONS**

### **Section 2.1. Zipper Clause.**

The County shall have the unqualified right to unilaterally modify any employment condition(s) not covered by the terms of this agreement, and to do so without bargaining either the decision to do so or its impact on the bargaining unit.

### **Section 2.2. Notice Period Defined.**

In all cases herein where a notice period is referred to in terms of working days, that period shall be construed as County business days, Monday through Friday, excluding County recognized holidays. It shall not refer to an individual employee's working days.

### **Section 2.3. Non-Discrimination.**

The parties agree not to discriminate on the basis of race, religion, sex, sexual orientation, color, age, disability, marital status, political affiliation, or national origin in the enforcement and execution of this agreement.

## **ARTICLE 3. MANAGEMENT RIGHTS**

Except as otherwise expressly limited by the terms of this agreement, the County retains all of the customary, usual, and exclusive rights, decision-making prerogatives, functions and authorities connected with or in any way incident to its responsibility to manage the affairs of the County or any part thereof. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and

rights of the County shall include the following:

- A. To determine the services to be rendered to the citizens of the County.
- B. To determine the County's financial, budgetary and accounting procedures.
- C. To direct and supervise all operations, functions and policies of the departments in which the employees in the bargaining unit are employed.
- D. To close or liquidate any office, branch, operation, facility, or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, operations, or facilities.
- E. To manage and direct the work force, including but not limited to the right to determine the methods, process and manner of performing work; the right to hire, promote and retain employees; the right to determine schedules of work; the right to purchase, dispose of and/or assign equipment or supplies.
- F. To contract out any work it deems necessary in the interest of efficiency, economy, improved work product, or emergency.
- G. To determine the need for a reduction or an increase in the work force.
- H. To establish, revise, and implement reasonable standards for hiring, classification, promotion, quality of work, safety, materials, and equipment.
- I. To implement new, and/or to revise or discard, in whole or in part, old methods, procedures, materials, equipment, facilities or standards.
- J. To assign shifts, workdays, hours of work, and work locations.
- K. To designate and to assign all work duties.
- L. To determine the need for and the qualifications of new employees, transfer of employees, and promotions.
- I. To discipline, suspend, demote, or discharge an employee so long as such action follows the tenets of just cause; and probationary employees at the pleasure of the appointing authority, pursuant to Section 20.1.
- J. To determine the need for additional educational courses, training programs, on-the-job training, and/or cross training, and to assign employees to such duties for periods of time designated or determined by the County.

## **ARTICLE 4. UNION RIGHTS**

### **Section 4.1. Check Off.**

During the term of this agreement, the County agrees to deduct the monthly membership dues from the pay of those employees who individually request in writing such deductions; and to remit the aggregate thereof to the treasurer of the Union no later than the tenth day of the next succeeding month together with an itemized statement thereof. Individual authorization for dues deductions shall be deemed a contract to the contrary per ORS 292.055(3). The County will furnish a check-off form, which includes employee status and authorization to deduct dues. Each employee must complete the check-off form and return it to the Human Resources Department within the first thirty (30) days of employment.

### **Section 4.2. Fair Share Agreement.**

- A. During the term of this agreement, each employee who, thirty (30) days after the date of hire, is a member of the bargaining unit which the Union serves as the certified agent, but who elects not to be a member of the Union, shall proportionately and fairly share in the cost of the collective bargaining process inasmuch as it is required that the Union represent every employee within the bargaining unit, thus making each employee a recipient of the Union's services. Therefore, it is mutually agreed that the monthly dues for each employee shall be fixed proportionately at the amount of dues uniformly required of each member of the Union. This amount shall be deducted from each Union member and each non-Union member's compensation and remitted to the Union monthly.
- B. Such uniform amounts as the Union treasurer certifies to the County as the monthly dues approved by the members of the Union shall be accepted as the reasonable amount to be deducted hereunder.
- C. A like amount in lieu of dues will be automatically deducted from all employees in the bargaining unit who have not signed an authorization form requesting Union membership or fair-share dues deduction. It is understood that the like amount in lieu of dues shall be used in accordance with the provisions of the constitution and by-laws of the Union which have been approved by the majority vote of the membership, and/or applicable statutory provisions which may apply. Employees terminating with less than ten (10) working days in any pay period will not be subject to regular or fair-share dues deduction in that month.
- D. Any individual employee objection to Union membership or fair-share membership based on bona fide religious tenets, or the teachings of a church or religious body of which the employee is a member, will require the employee to inform the County and the Union of their objection in writing. Thereafter, the employee shall meet with the representatives of the County and the Union to establish a satisfactory arrangement for distribution of a contribution of an amount of money equivalent to Union membership dues to a charity that is acceptable to the parties. In complying with this Section, the parties will first give consideration to the charity selected by the

employee.

- E. The Union agrees that all money collected and/or distributed herein will comply with ORS 260.432(1).
- F. The Union shall indemnify, defend and save the County and/or any of its management employees harmless, for any and all costs incurred through any court or other legal proceeding instituted by any employee in the bargaining unit which arise because of the application of this Section. The Union further certifies that this Article has been approved by a majority of the employees in the bargaining unit prior to its effective date.

**Section 4.3. Employee Listing.**

The County agrees to furnish the Union President and Union Council 75 Staff Representative a list of all newly hired bargaining unit employees and of all terminated bargaining unit employees during each month that this agreement is in effect. Such listing shall contain the names of the employees, together with their job classifications, department, and last four (4) digits of social security number.

**ARTICLE 5. UNION ACTIVITY**

**Section 5.1. Non-Discrimination.**

Neither the County nor the Union shall interfere with the rights of employees covered by this agreement to become or not to become members of the Union. The provisions of this agreement shall be applied to all members of the bargaining unit equitably to the extent that specific wording of this agreement allows.

**Section 5.2. Union Responsibility.**

The Union recognizes its responsibility as bargaining agent and agrees to represent all members of the bargaining unit with respect to grievances as herein defined. Such representation shall be afforded any employee in the bargaining unit, whether or not that employee is a member of the Union. Nothing in this Section shall be construed to require the Union to pursue grievances that the Union considers invalid.

**Section 5.3. Union Activity.**

Except as otherwise herein expressly permitted or agreed to by the County, Union business excepting grievances actions, shall be transacted outside of normal working hours (an exception to this provision may be granted if a request is made by the Union president to Human Resources Manager or designee).

- A. The Union agrees to provide written notification to the County within ten (10) working days

following election or selection of Union representatives, stewards, or other Union officials. The chief steward or an alternate steward may conduct Union business directly related to the filing and subsequent processing of an employee's grievance during working hours without loss of compensation provided that they give reasonable notice to their Department Head.

- B. For purposes of facilitating labor/management business and to communicate to union members about labor/management issues AFSCME Executive Board members and stewards may use County telephones, electronic mail and fax machines without cost, outside of normal working hours, when it is the most expedient and efficient manner in which to communicate on immediate issues between themselves about representational matters and with parties involved in grievance or disciplines. Union representatives may also use County copiers under the same circumstances as mentioned above. However, they must pay the designated charge and use a County copier which has been specifically designated for personal copies.
- a. The Union may use the county's email system for the following purposes, if the communication are done in a respectful and factual manner:
    - 1. To communicate with management;
    - 2. To establish meetings with management and bargaining unit members of mutual interest regarding topics of labor relations or related topics;
    - 3. To inform bargaining unit members involved of the status or outcome of grievances;
    - 4. To inform all bargaining unit members of elections, contract ratification votes or union meetings;
  - b. The Union will comply with all of the County's policies on appropriate use of work time and County equipment when utilizing the provisions of this article.
  - c. The Union recognizes that the county's email system is the exclusive property of the county and that any communications or files generated or distributed by the Union on that system may be accessed by the County according to the County's general policies.
  - d. The Union will not use email to provide political information, solicit support for political causes, raise funds for political purposes, sell, purchase or trade private items or property, or raise funds for any purposes.
- C. Duties required by the Union of its stewards, excepting attending aggrieved employees concerning grievance matters, shall not interfere with their or other employees' regular work assignments.
- D. A Union Council representative may enter County property to conduct Union business provided that they give notice of their presence to the appropriate Department Head or County representative.

#### **Section 5.4. Orientation.**

The County will establish a regular time schedule for new employee orientation (NEO) and notify the

Union president of such. The Union will be allowed 15 minutes to present information to their bargaining unit members at the regularly scheduled Human Resources NEO meeting. The Union will provide Human Resources with a current listing of members authorized by the Union to present the Union's new member orientation. The parties' preference is that the authorized Union presenter will be duty stationed at the NEO location, in which case they will suffer no loss of pay for the 15 minutes to present and answer questions. In the event an authorized member is not available at the Sunset building for presenting at the NEO, another authorized member from another facility may be designated and will make up time beyond the 15 minute allowance by flexing their schedule (with supervisory approval) or using break/meal periods. The Union will be responsible for confirming that members are scheduled for NEO before each session.

The Parties understand that from time to time, new employees may be unable to attend regularly scheduled NEO and may not have participated in the Union's presentation. In these cases, Human Resources will provide the member with the Union membership form.

#### **Section 5.5. Bulletin Boards.**

The County agrees to provide bulletin boards for the Union's use in all County facilities where employees/members are based. These bulletin boards are to be used by the Union for posting Union related material of a non-controversial nature. The Union agrees to maintain all posted material on the bulletin boards in a neat and orderly fashion and promptly remove outdated information. The County retains ownership of the bulletin boards.

### **ARTICLE 6. STRIKES AND LOCKOUTS**

#### **Section 6.1. No Strike.**

During the term of this agreement, the Union and its members, both as individuals and as a group, will not initiate, cause, permit, participate, or join in any strike, work stoppage, slow down, picketing, or any other restriction of County work. Disciplinary action, including discharge, may be taken against any employee or employees engaging in any act in violation of this Article. Such disciplinary action shall not in any way hinder or restrict other remedies, including an action at law for damages, which may be available to the County. No employee shall be required to perform work normally performed by a striking member of another bargaining unit unless there is an emergency where the County deems a threat to public health and safety exists.

In the event of a strike, work stoppage, slow down, or observance of a picket line in violation of ORS 243.732, the Union shall immediately upon notification by certified letter, telegram or telephone message to the Executive Director of AFSCME Council #75, or to the President of Local 2064, or their designee, attempt to secure an immediate and orderly return to work. This obligation, and the obligations set forth above shall not be limited or otherwise affected by the subject matter involved in the dispute giving rise to the work stoppage, or by whether such subject matter is or is not subject to the grievance provisions of this agreement. Should any amendment to ORS 243.732 occur during the

term of this agreement allowing public employees to legally honor picket lines, the parties agree to meet within ten (10) working days for the purpose of negotiating a substitute for this Section.

**Section 6.2. No Lockout.**

During the term of this agreement, the County will not initiate a lockout over a dispute with the Union so long as there is no violation of Section 6.1.

**ARTICLE 7. HOURS OF WORK AND OVERTIME**

**Section 7.1. Application of This Article.**

This Article is intended only as a basis for calculating overtime payments and nothing in this agreement shall be construed as a guarantee of hours of work per day or per week. Where this agreement covers matters addressed in ORS 279.340 and 279.342, the County and the Union specifically waive application of those statutes.

**Section 7.2. Regular Hours.**

Working hours for each employee shall be regular and consecutive except for meal periods.

**Section 7.3. Flex Schedules.**

A flexible work schedule may be approved or required by the County when the County determines that it is in the best interest of the organization. To be in the best interest of the County, a flexible work schedule would improve, or at least maintain, the efficiency of the work group, enhance customer service, provide a distinct value to the community or fulfill some other organizational value. The County and the Union acknowledge that job requirements and working environments vary greatly and flexible schedules may not be appropriate in every work area. The approval of flexible work schedules will be at the sole discretion of the County.

**A. Employee-Requested Fixed Flex Schedule**

Employee requests for fixed flex schedules (duration of more than two weeks, but no more than one year) will be considered by their supervisors and evaluated based on criteria that supports the goals listed above. Application for employee-requested flex schedules should be made to the employee's supervisor utilizing the Flex Schedule Request Form provided by the County. The application must show, at a minimum, that the following criteria can be met: will enhance the employee's work performance, sustain internal and external customer service levels and conform to regularly scheduled and/or seasonal departmental needs, meetings, and group projects. The final decision on the approval of employee-requested flex schedules shall be made by the Department Head.

Subsequent to the approval of a flex schedule, it shall be the responsibility of the employee to successfully maintain job performance and to adapt to changes in the workplace that impose demands on that schedule. Approved employee-request flex schedules can be revoked by the supervisor or the employee with 10 working days notice.

**B. County Required Flex Schedule**

The County may require a flex schedule when it determines it is in its best interest.

When a flex schedule is required, the employee will be provided ten (10) working days notice unless an emergency situation exists, in which case the schedule change may be immediate. The County shall declare all emergencies in writing, noting the beginning and the end of the emergency. If mutually agreed between the employee and the Department Head, the ten (10) working day notice period may be waived in non-emergency situations. A flex schedule is intended to accommodate the special needs of a department.

**Section 7.4. Normal Workweek.**

Excluding meal periods, the normal workweek shall consist of forty (40) hours per week, not to be worked in excess of five (5) consecutive days with at least two (2) consecutive days off, or four (4) consecutive days with three (3) consecutive days off. Department heads shall have the authority to initiate either five (5) day or four (4) day workweeks, consistent with priorities and efficiencies established by the County. The normal workweek shall begin at 12:00 A.M. Sunday and end on the following Saturday at 11:59 P.M.

**Section 7.5 9/80 Alternative (Flex) Schedule Workweek**

When a full-time employee has been approved to work a 9/80 alternative work schedule, the work schedule shall consist of fourteen (14) calendar days consisting of any combination of seven (7) consecutive days consisting of four (4) nine (9) hour days and one eight (8) hour day and seven (7) consecutive days consisting of four (4) nine (9) hour days. The five (5) day work week will have two (2) consecutive days off and the four (4) day work week shall have three (3) consecutive days off. For purposes of this work schedule the one (1) eight (8) hour work day will be defined as the last four (4) hours of one work week and the first four (4) hours of the following work week to complete two (2) separate forty (40) hour work weeks.

(See also Article 8.3 Holiday Pay.)

**Section 7.6. Overtime Premium.**

Except when a flex schedule is mutually agreed to under Section 7.3, an employee shall be paid or granted compensatory time off at the County's discretion at one and one-half (1-1/2) times their regular rate of pay for all time worked in excess of forty (40) hours in any scheduled workweek. All hours under County paid status shall apply. Payments from non-County sources, including but not limited to workers'



comp and long-term disability, shall not constitute salary paid by County.

Accrued compensatory hours shall not exceed eighty (80) hours. Compensatory accruals in excess of eighty (80) hours shall be paid in the period earned.

It is the intent of the County that employees will not be required to work schedules that do not provide at least twelve (12) hours rest between shifts on an on-going or routine basis. The County pledges that the frequency of such occurrences will not exceed past practice, and will be discouraged whenever possible.

#### **Section 7.7. Overtime Distribution.**

Insofar as reasonable and possible, overtime work shall be distributed equally to employees within the same job classification in each department.

#### **Section 7.8. Work Schedules.**

Excepting emergencies, normal work schedules shall not be changed unless ten (10) working days notice is provided to the employee; however, if mutually agreed by the Department Head and the employee, the ten (10) working day notice period may be waived.

#### **Section 7.9. Standby Duty.**

Employees on standby duty must be available to a telephone or other calling device at all times during a designated period. Employees on standby duty shall be responsible to perform assignments and respond to calls as may be required. Employees shall receive compensation of twelve (12) hours straight time for each seven (7) day period spent on standby duty, or prorated on a daily basis if the period of standby duty is less than seven (7) days. At the County's discretion, standby compensation may be in the form of a direct payment or added to the employee's compensatory accrual. Employees assigned to standby duty shall not be eligible for call-in pay pursuant to Section 7.11, but shall be paid for all hours worked.

#### **Section 7.10. Remote Access – Standby**

Upon prior authorization of a supervisor or manager, an off-duty employee who is asked to assist with a work situation via remote access will be compensated a minimum of one hour for time worked and actual time worked in excess of one hour.

#### **Section 7.11. Back-up to Community Health Center Triage Service**

Physician Assistants (PA's) will participate in the weekly rotation providing back-up to the contracted vendor providing after hours triage service for the Health Center.

PA's will be paid a minimum of \$50, or no less than the rate paid to other Benton County providers for the same work for serving as back-up to the triage service. The schedule will rotate weekly among

designated employees determined by the Community Health Center Director.

Participation is required and not voluntary.

PA's using their personal cell phones will be reimbursed per Benton County policy.

### **Section 7.12. Mental Health Standby Duty.**

Exempt employees who volunteer for Mental Health Standby Duty must be available by telephone or other calling device at all times during a designated period. Initial scheduling for Mental Health Standby Duty is voluntary for all employees, however, bargaining unit employees, who meet the minimum clinical qualifications, shall be given preference. Qualified employees shall be provided the first opportunity to schedule their stand-by shifts every quarter. In the event there are not enough volunteers to meet the operational needs of the program, the Department reserves the right to assign standby duties. Exempt employees on standby duty shall be responsible to perform assignments and respond to calls as may be required.

By applying the total salary schedule increases for the bargaining unit over the last three years, it is determined that, exempt Mental Health employees shall receive sixty four dollars (\$64.00) per day for standby duty during weekdays; one hundred and seven dollars (\$107.00) per day for holidays and weekends; and in addition one hundred and seven dollars (\$107.00) for each face to face interaction. Mental Health employees assigned to standby duty shall not be eligible for call-in pay pursuant to Section 7.13 Exempt Mental Health Specialists eligible for Mental Health standby pay are not eligible for Personal Leave.

The employee may choose each pay period to be paid or may elect to have standby pay, or any portion thereof, reserved as relief time. Relief time may only be used for a workday or any portion thereof, following any standby duty. The reserved relief time may not exceed thirty (30) hours.

Employees may cash out their relief time in a December pay period of each year. In any event, the Department will cash out all outstanding relief time on the June 16th pay period of each year.

### **Section 7.13. Call-In Time.**

Excepting Caretakers employed in the Fairgrounds Department and Natural Areas and Parks Department, employees called in to work outside their regularly scheduled shift shall be paid a minimum of three (3) hours at one and one-half (1-1/2) times their regular rate of pay, or the actual time worked, whichever is greater.

Caretakers who are called in to work outside their regularly scheduled shift shall be paid a minimum of one (1) hour at one and one-half (1-1/2) times their regular rate of pay, or the actual time worked, whichever is greater.

Shift extensions do not qualify any employee for call-in-pay; however, shift extensions may qualify the employee for overtime payments pursuant to Section 7.5.

**Section 7.14. Rest Periods.**

All work schedules shall provide each employee a fifteen (15) minute rest period during each one-half (1/2) of an eight (8) hour or a ten (10) hour shift. Rest periods shall be scheduled at the middle of each shift whenever possible. Employees who are authorized by their supervisors to work beyond their regular quitting time shall receive an additional fifteen (15) minute rest period before they begin the next succeeding shift. In addition, employees shall be granted regular rest periods during each additional shift as noted herein.

Rest periods that are not utilized during any shift shall not be considered for the purpose of determining overtime payments. Rest periods shall be scheduled in a manner, which will not interrupt the efficient operation of the department.

**Section 7.15. Meal Periods.**

Employees shall receive a lunch period of at least one-half hour, and no more than one hour during each work shift. Whenever possible, lunch periods shall be scheduled at the middle of the shift. Length of meal periods shall be determined by and in accordance with existing routines in each department.

**Section 7.16. Unused Rest and Meal Time.**

Rest and mealtime not utilized as provided in this Article may not accumulate for later use.

**Section 7.17. Clean Up Time.**

When conditions of employment require, the Department Head may grant employees personal clean-up time, not to exceed fifteen (15) minutes, during their normal shift assignment. The Department Head shall designate all employees who are entitled to clean up time. Clean-up time will not be unreasonably denied.

**Section 7.18. FLSA Exempt Flex Time.**

Fair Labor Standards Act exempt employees shall be allowed to flex their work schedules across pay periods subject to the operational needs of the Department. Any hours worked pursuant to Sections 7.8, 7.9 and 7.10 shall not be eligible for FLSA exempt flex time. FLSA exempt flex time is not compensable.

The three (3) FLSA-exempt employees currently receiving personal leave will be grandfathered in until separation.

**Section 7.19. Physician Assistants: Voluntary Extra Shifts.**

Full-time Physician Assistants who volunteer to work a shift on a regularly scheduled day off shall be paid at the rate of one and one-half (1 ½ ) times their regular rate of pay for work performed on such days. In the event a part-time Physician Assistant volunteers to work a shift that results in their exceeding a forty (40) hour work week, they will be paid at a rate of one and one-half (1 ½) times their regular rate of pay for the shift hours in excess of forty (40) hours.

**ARTICLE 8. HOLIDAYS**

**Section 8.1. Holidays.**

The following are recognized holidays:

1. New Years Day - January 1
2. Martin Luther King's Birthday on the third Monday in January
3. President's Day on the third Monday in February
4. Memorial Day on the last Monday in May
5. Independence Day on July 4
6. Labor Day on the first Monday in September
7. Veteran's Day on November 11
8. Thanksgiving Day on the fourth Thursday in November
9. Christmas Day - December 25

Two floating holidays to be selected within the fiscal year by each employee with supervisor approval, except that no employee may utilize floating holidays during their probationary period. In addition to the above-approved holidays, any day declared or approved by the Board of Commissioners. By mutual consent between the parties, newly declared holidays may be substituted for already approved holidays.

**Section 8.2. Holiday Date Modification.**

The above noted holidays may be modified by mutual consent if they are inconsistent with state and/or federal actions subsequent to this agreement.

**Section 8.3. Holiday Pay.**

All employees shall receive eight (8) hours of pay for each of the holidays listed in Section 8.1, provided that the employee is in paid status the last scheduled day before and the first scheduled day after the holiday. Employees may flex their schedule or use vacation hours, compensatory time, or floating holiday hours to insure a forty (40) hour work week; or for employees on approved 9/80 schedules, consistent with their regular schedule. Holiday pay shall be pro-rated for part-time employees based on their position's established FTE. Part-time employees may either flex their schedules or use accrued vacation or compensatory time in order to not increase or decrease the number of regularly scheduled work hours in a holiday week.

Full-time employees working a 4 x 10 hour day work schedule as of July 1, 2013 will be grandfathered in at 10 hour holiday pay for the duration of the 4 x 10 assignment.

Any day spent on County paid leave, including but not limited to sick leave and vacation leave shall be considered as a day worked pursuant to this Section. However, employees being paid by workers' comp or receiving long term disability payments shall not be considered as being paid by the County for purposes of this Section.

#### **Section 8.4. Weekend Holidays.**

Whenever a holiday falls on a weekend or on an employee's scheduled day off, the holiday will be observed on the scheduled workday nearest the holiday within that workweek.

#### **Section 8.5. Observed Holidays.**

Pursuant to this Section, designated holiday dates shall be published by Human Resources, which will send notice thereof to the Union and All County departments during the month of December.

#### **Section 8.6. Holiday During Leave.**

An employee shall receive holiday pay if the holiday falls during any authorized period of County leave with pay. Should an employee be on authorized sick or vacation leave with pay when a holiday occurs, the employee shall receive holiday pay, and such holiday shall not be charged against their sick or vacation accrual. Payments received from non-County sources, including but not limited to Workers' comp and long term disability, shall disqualify the employee from receiving holiday pay pursuant to Section 8.3.

#### **Section 8.7. Holiday Work.**

Any member of the bargaining unit who is required to work on any of the holidays listed in Section 8.1 shall be paid or granted paid compensatory time off at the County's discretion as follows:

- A. In addition to their regular salary, time and one-half for all hours worked for the first 8 or 10 hours of holiday work, whichever is applicable to their regular work schedule.
- B. For all hours worked in excess of the first 8 or 10 hours of holiday work, in addition to their regular salary, double time for all hours worked. The intent of this language is to pay a total compensation for holiday work of two and one half times the regular rate of pay for the first 8 or 10 hours of holiday work, and a total of three times the regular rate of pay for all overtime work.
- C. Compensatory time earned may be used on a date mutually agreed to by the employee and their supervisor. This Section shall apply when the employee is required to work on the day designated and observed as the holiday pursuant to Sections 8.4 and 8.5.

## **ARTICLE 9. LEAVE DUE TO DISASTER OR ADVERSE WEATHER CONDITIONS**

### **Section 9.1. Leave Due to Disaster.**

In the event of a disaster, which destroys or renders a County-occupied building unsafe or inaccessible, the employees who work in that building may be released and their regular pay shall continue until the end of that working day. Thereafter, the employee may use authorized leave accruals until exhausted or until the employee is called back to work. If the employee has no leave accruals, all time off, excluding the day of the incident, shall be without pay.

### **Section 9.2. Leave Due to Adverse Weather Conditions.**

In the event of adverse weather conditions that may jeopardize an employee's ability to travel to or from work, the employee may request paid leave. The employee may use any of their leave accruals, including sick leave, to cover this leave. If the employee has no leave accruals, this leave shall be without pay. (This provision does not apply to emergency personnel).

### **Section 9.3. Declared Emergency.**

If calamitous circumstances warrant, the Board of Commissioners may declare an emergency and close all or part of County operations. The Board's declaration shall be released to local media for publication and all County employees may call a specified telephone number (541) 766-6058 for further information concerning whether or not to report to work, and such other information as may be appropriate. Information will be up-graded on a daily basis. In the event of an office closure, the HR director or designee will directly contact the union president. In the event that all or part(s) of County operations are closed during a work shift, regular salaries shall continue until the end of that shift. Thereafter, those employees who are not required to report to work shall use their earned leave accruals, including sick leave, to cover all periods not worked until the Board rescinds the emergency declaration and County operations re-open. In the event that an employee has no earned accruals, then all such periods shall be reported as leave without pay.

### **Section 9.4. Emergency Personnel Defined.**

Following a declared emergency, Department Heads shall designate which employees are to continue to work as designated emergency personnel, using the following criteria:

- A. The Department Head shall designate as emergency personnel only those employees whose job assignments are reasonably related to preserving public order and public safety.
- B. All such designations shall be in writing and forwarded to the payroll office as soon as possible following the designation of emergency status.

## ARTICLE 10. VACATION LEAVE

### Section 10.1. Accrual.

All regular full time employees shall accrue vacation leave as follows:

1st through 4th year	8 hours per month	20th through 24th year	16 hours per month
5th through 9th year	10 hours per month	25 years and over	18 hours per month
10th through 14th year	12 hours per month		
15th through 19th year	14 hours per month		

Following successful completion of their probationary period, full time regular employees shall be granted 48 hours of vacation leave and part time regular employees shall be granted vacation leave on a pro-rated basis, according to their position's established FTE.

### Section 10.2. Scheduling.

Whenever practical, and consistent with the needs of the County and the availability of vacation relief, employees shall have the right to select split or full vacation leaves. The employee must request vacation leave in writing to their supervisor, allowing at least as much notice to the supervisor as leave being requested, but in no event less than one full day. The vacation will be considered granted unless the County makes a written denial within the aforementioned notice period. With mutual consent of the supervisor and the employee, the notice period may be waived.

Selection of vacation leave shall be on the basis of seniority, however each employee will be permitted to exercise their right of seniority only once in each fiscal year. Such exercise of seniority shall be limited to one vacation period in each fiscal year.

### Section 10.3. Vacation Accrual.

Vacation leave equivalent to the annual vacation accrued by the employee in the preceding fiscal year may be carried over for one (1) year. (i.e. the maximum vacation hours accumulated may not exceed twice the employee's annual accrual).

Every employee shall be granted reasonable opportunity to utilize their accrued vacation leave. Unreasonable denial by the County of an employee's request to use accrued vacation leave will not result in forfeiture of such leave.

The County will provide a current and accurate monthly accounting of accrued vacation leave on each employee's end of the month payroll check stub.

#### **Section 10.4. Termination or Death.**

Upon voluntary or involuntary termination of an employee, all accrued vacation leave shall be paid to the employee. On the death of an employee, all accrued vacation leave shall be paid to their estate.

#### **Section 10.5. Continued Vacation Credit.**

In case of an absence due to an illness or injury, a full-time regular employee shall continue to earn vacation credit for a maximum period of six (6) months (1040 hours). A part-time regular employee's ability to earn vacation credit shall be pro-rated in direct proportion to their established FTE. In leave without pay situations, accruals do not continue with the exception of workers' compensation and approved FMLA leaves.

#### **Section 10.6. Vacation Cash-Out.**

Employees shall have the option of cashing out a maximum of forty (40) hours of accrued vacation leave when a minimum of eighty (80) hours of accrued vacation leave is taken off in the same fiscal year. Qualifying time off shall consist of either eighty (80) consecutive hours or two separate periods of forty (40) consecutive hours each. If a scheduled vacation period includes a paid holiday, that holiday shall qualify as part of the required consecutive hours for the vacation cash-out.

Employees with 20 years' service or more shall have the option of cashing out a maximum of forty (40) hours of accrued vacation when a minimum of forty (40) consecutive hours of vacation are taken off in the same a fiscal year. If a scheduled vacation period includes a paid holiday, that holiday shall qualify as part of the required consecutive hours for the vacation cash-out. Cash-out may be requested once during a fiscal year. Cash-out requests must be approved by Human Resources.

### **ARTICLE 11. SICK LEAVE**

#### **Section 11.1. Accrual.**

All full-time regular employees shall accrue paid sick leave at the rate of four (4) hours per semi-monthly pay period, to be used in the event of illness of the employee or a member of their immediate family. Immediate family is defined as spouse, domestic partner, parent, child, or other person living in the household. In relationships other than those set forth above, and under exceptional circumstances sick leave may be granted by the Department Head if requested by the employee. All part-time regular employees shall accrue paid sick leave on a pro-rated basis according to their established FTE.

Sick leave may accumulate to a maximum of 1260 hours. No employee may utilize sick leave before actually accruing such leave; however, new employees may use accrued sick leave during their probationary period. The County may, at its discretion, require verification of the usage of sick leave of more than two (2) days, or where an established pattern of sick leave usage suggests potential abuse, by requiring the employee to submit a physician's statement justifying their use of sick leave before



payment of the sick leave is approved. Sick leave usage is limited to periods of illness of the employee or member(s) of their immediate family as defined in this Section. Abuse of sick leave shall subject the employee to disciplinary action.

### **Section 11.2. On-The-Job Accident.**

Any employee who sustains an accident while on the job for the County which results in a compensable workers' compensation illness or injury, shall be covered under the County's workers' compensation program.

A decision on acceptability/compensability of a claim is normally made within the first 14 calendar days of an injury and if not, the insurance carrier is required to pay time-loss during the term of the investigation or until such time as compensability is determined. The County shall allow employees who file a workers' compensation claim to use sick, vacation or compensatory time during the first 14 calendar days of an alleged workers' compensation injury. Once the workers' compensation carrier either accepts the claim or commences payment of time-loss to the employee, the County will cease salary payments, chargeable to the above-mentioned leaves, until the employee returns to work. The employee will rely on time-loss payments from the workers' compensation carrier for their compensation. Alternatively, the employee will rely on time-loss payments from the workers' compensation carrier for their compensation, unless they choose to use any paid leave to equal the difference between the time-loss hourly rate and hi/her regular hourly rate. Donated hours may not be used for this purpose. Adjustments to leave balances will be made on the next pay check after the County has been notified of a time-loss payment. Until the injured employee notifies the county to the contrary, the County will start using leave balances in the following order: sick, compensatory time, vacation.

The computed hourly rate normally used for payroll computation purposes during any given payroll period shall be used for computing compensation chargeable to leave from the County under this section.

During the term of the workers' compensation claim, the County shall continue the enrollment of an employee under all normal insurance coverage to which the employee was otherwise entitled prior to any workers' compensation injury. If the employee works less than or equal to fifty percent of the scheduled hours for any pay period, the County will pay the employee's "co-pay" portion of any insurance premiums. If the employee works more than fifty percent of the scheduled hours, the employee will be responsible for paying the "co-pay" amounts. This continuation provision shall not extend for a period greater than that, which is specified in Rule 13.8.

For injuries which extend for partial pay periods, the County will make up for any premium co-payment which is not covered by the employee's normal payroll. For injuries, which extend beyond a pay period, the County will pay the full premium including any co-payment, which the employee was required to pay.

### **Section 11.3. Continued Sick Leave Credit.**

In case of an absence due to an illness or injury, a full-time regular employee shall continue to earn sick leave for a maximum period of six (6) months (1040 hours). A part-time regular employee's ability to earn sick leave shall be pro-rated in direct proportion to their established FTE. In leave without pay situations, accruals do not continue with the exception of workers' compensation and approved FMLA leaves.

### **Section 11.4. Scope.**

Employees may use sick leave for the treatment of a recognized mental health condition, illness or injury during which the employee is unable to adequately perform their normal work duties; or whenever as a result of the foregoing, it is necessary to seek medical, psychological or dental assistance; or if it is necessary for the employee to be quarantined. The County, at its discretion, may require the employee to leave the workplace if it is reasonably believed that the employee's illness presents a risk to the health or safety of other employees. If the County requires the employee to leave work, sick leave accruals may be utilized if available. Sick leave may also be used in the case of an illness in the employee's immediate family, as defined in Section 11.1, provided that the employee states that it is medically necessary for him/her to care for the immediate family member. Additionally, sick leave may be used for normal medical or dental check-ups without relation to illness or injury. As used in this Section, the term medical includes all services provided as part of the healing arts by Medical Practitioners who are legally licensed to practice. Employees using sick leave for any reason must give reasonable notice to their supervisor.

### **Section 11.5. Retirement, Disability or Death.**

Those employees hired before August 1, 1999, who at the time of retirement are fully qualified to receive Oregon Public Employees Retirement System (PERS) benefits, shall have the option to receive payment of up to three-fourths (3/4) of their accumulated sick leave in cash, and their remaining accumulated sick leave shall be used to calculate their final average salary for retirement benefits by PERS in accordance with the provisions of ORS 238.350.

Employees hired on or after August 1, 1999, shall have the option to receive payment for all accumulated sick leave above 520 hours in cash, and their remaining accumulated sick leave shall be used to calculate their final average salary for retirement benefits by PERS in accordance with the provisions of ORS 238.350.

In case of an employee's death or permanent disability, the employee or their designated beneficiary shall receive full payment for all accrued sick leave.

### **Section 11.6. Unused Sick Leave Conversion.**

At the completion of each fiscal year, each employee who maintains the following minimum sick leave banks may convert sick leave above the bank into vacation leave.

Sick leave accumulations above 260 hours may be converted to vacation leave at a rate of two (2) hours of sick leave to one (1) hour of vacation; and sick leave accumulations above 520 hours may be converted to vacation leave at the rate of one (1) hours of sick leave to one (1) hour of vacation. This shall be done as follows:

1. Part-time employees shall be eligible to participate in the above conversion utilizing minimum sick leave banks established on a pro-rated basis according to their established FTE.
2. All conversions must be accomplished during the period of July 1st through July 31st of each fiscal year, or at the time of voluntary termination.
3. Sick leave conversion options shall not apply to any employee who is terminated or discharged for cause.

#### **Section 11.7. Sick Leave Donations.**

This section provides a method for employees to transfer or donate some of their accrued sick leave and/or vacation leave to a fellow employee who is out of sick leave and is temporarily off work due to a catastrophic or chronic illness, hospitalization, operation or accident. Leave may also be donated for an employee off work and out of sick leave in order to care for an immediate family member, defined as spouse, domestic partner, parent, child or other person living in the household, who meets the medical conditions defined above. In order for one employee (donor) to transfer leave to another employee (donee), the following conditions must be met:

1. The donated leave may only be used for a catastrophic or chronic illness, hospitalization, operation or accident.
2. The donee must have exhausted all sick, compensatory and all but 40 hours of vacation leave prior to requesting donations.
3. Once the donee satisfies the ninety (90) day elimination period for Long Term Disability, requests for sick leave donations will not be granted; however, employees who filed a claim within the first sixty (60) days of the elimination period will be eligible for sick leave donations while claim is pending. Donations will be processed until first disability payment is mailed or issued.
4. Donor must maintain a minimum bank of 160 hours sick leave to donate sick leave hours and 80 hours vacation leave to donate vacation leave (prorated by FTE) that is not eligible for transfer.
5. Sick leave hours cannot be transferred upon donor's termination of employment.
6. Donee requests for leave donations must be approved by the Human Resources Manager. Only donee or Department Head is eligible to request leave donations. Requests must be accompanied by acceptable medical documentation. Upon approval, donation requests will be

made by the Human Resources Manager to County employees. All information regarding specific details of the medical emergency and/or donee's name shall be confidential unless release of information is authorized by the donee.

7. Donated leave will be used on a first-in, first-used basis. Any donated sick leave that is not utilized by donee to meet their leave needs related to the specific donated leave request, will be returned to the donor.
8. The County will continue to pay the employer's share of the medical and dental premiums while an employee is receiving long-term disability and is employed by the County.
9. Upon presentation of proper medical authorization of ability to return to work, any employee who is terminated from employment while on long term disability will be given recall rights for eighteen (18) months following termination.

## **ARTICLE 12. OTHER LEAVES OF ABSENCE**

### **Section 12.1. Leave Procedure.**

Employees may request leaves of absence. Each request shall be judged by the Department Head on its individual merit and on the basis of the guidelines provided herein.

No leave of absence, with or without pay, shall be granted unless a request is submitted in writing by the employee to their Department Head. Approval of leaves of absence shall be obtained prior to beginning the leave. All paid leaves shall be considered time worked. Leaves of absence without pay shall not be considered time worked, and the employee shall not accrue benefits, seniority, or other conditions noted herein during leaves without pay.

### **Section 12.2 Leave of Absence Without Pay.**

Department Heads, for any reasonable purpose, shall grant a leave of absence without pay for a period not to exceed 90 calendar days. Leaves of absence without pay for period in excess of 90 calendar days, shall be submitted in writing to the Department Head, and at their discretion, may be approved. Prior to beginning a leave of absence without pay, the employee must first exhaust all vacation and compensatory accruals, except for employees who are requesting leave for Union activities. Union activity leave shall not exceed ninety (90) days, and shall be verified in writing by the Union in advance of the activity. Leaves of absence without pay may not be granted on a recurring annual basis. Probationary employees may be granted a leave of absence without pay subject to the operational needs of the department.

### **Section 12.3. Family and Medical Leave.**

Employees may request up to twelve (12) weeks (480 hours prorated) of leave during any 12-month

period for the purpose of caring for a child following birth, adoption, or foster care; for a spouse or domestic partner, son, daughter, parent, or parent-in-law who has serious health conditions; or for a serious condition that renders the employee unable to perform their job. The employee may choose to utilize this leave on an incremental (hourly) or full-time basis, and may further, choose to coordinate this leave with an accepted Workers' Compensation claim.

Requests for this leave shall be made in writing to the Department Head and forwarded to Human Resources. The Human Resource Manager may ask for verification of need for leave request.

To be eligible for family and medical leave, an employee must have completed their initial probationary period.

The employee shall be required to utilize accrued leave balances, including vacation leave, sick leave, compensatory leave, and personal leave before utilizing unpaid leave. For duration of this leave, the employee's health, dental, life, and disability insurance coverage shall continue provided that the employee continues to pay the co-payment of premiums that existed prior to the commencement of this leave.

Any eligible employee who takes family or medical leave must be returned to the same position held prior to the leave or an equivalent position.

Employees who have exhausted family medical leave limits may refer to Section 12.2. Leave of Absence Without Pay.

#### **Section 12.4. Bereavement Leave.**

Employees shall be granted not more than three (3) days leave of absence with pay in the event of death in their immediate family to make household adjustments and to attend funeral services. In the event of a family death occurring more than two hundred (200) miles from the employee's home, an additional two (2) days paid leave shall be granted. Bereavement leave shall not be charged to any other leave accruals. An employee's immediate family shall be defined as spouse, parents, children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, stepmother, stepfather, son-in-law, daughter-in-law, or other member of the household. In relationships other than those set forth above, and under exceptional circumstances, the Department Head may approve bereavement leave.

In some situations, employees may be eligible for additional Bereavement Leave under the Oregon Family Leave Act (OFLA). In these cases, qualifying County-paid Bereavement Leave and OFLA Bereavement leave run concurrently and count against the employee's OFLA entitlement.

#### **Section 12.5. Witness or Jury Duty.**

When an employee is called for jury duty, or is subpoenaed as a witness as a result of official business for the county, they shall continue to receive their regular salary and shall transfer all compensation

received for the performance of such duty to the County. Jury and subpoena fees are to be submitted to the Finance Department. Overnight or weekend expenses compensated because of jury duty or as a subpoenaed witness, as well as statutory mileage fees provided for the use of the employee's private vehicle, shall be retained by the employee. Failure to comply with this Section shall be cause for disciplinary action.

**Section 12.6. Military.**

An employee of the County who is a member of the national guard or a reserve component of the armed forces for the United States shall be entitled to a leave of absence with pay and without impairment of other rights or benefits for a period not to exceed fifteen (15) calendar days per year. Leaves in excess of fifteen (15) calendar days per year shall be considered leave without pay. Military leaves of absence and reinstatement of employment shall conform to applicable state statutes.

**Section 12.7. Seniority During Leave.**

Any employee granted a leave of absence pursuant to this Article shall maintain their existing seniority. During workers' compensation disability, military leave and unpaid union activity leave, employees will continue to accrue seniority.

**Section 12.8. Short Term Leave of Absence without Pay for Reduction in Work Load.**

This section provides for employees to voluntarily accept leave without pay for short duration to address reduction in workload or funding as determined by the Department Head.

Such leave without pay will not result in reduction in medical, dental benefits, sick leave or vacation accruals, holiday pay or seniority.

Leave without pay will not exceed a reduction of 10% of the employees regular FTE within a fiscal year.

The Department Head or employee may terminate short term leave arrangements with a 10 working day notice. The provisions of this section will apply to the employee's regular schedule.

Article 7.10 will continue to apply in this situation.

**ARTICLE 13. WAGES AND SALARIES**

**Section 13.1. The Total Compensation Package.**

This contract represents a Total Compensation Package including adjustments in PERS, Long Term Disability, sick leave donation and conversion programs, retiree benefit programs, medical and dental insurance costs and cost of living adjustments (COLA).

## **Section 13.2. Wages.**

AFSCME salary ranges are comprised of six (6) steps.

1. Effective July 1, 2017:
  - a. A two percent (2%) adjustment will be applied to steps 1-6 of the AFSCME salary schedule with the exception of A11 which will be adjusted by eight percent (8%) and A12 which will be adjusted by four point three (4.3%).
  - b. Employees whose base salary is above the salary range and not eligible for a step increase shall be eligible for a lump sum payment on their anniversary (or adjusted anniversary) date. The lump sum payment will be calculated based on the employee's base annual salary per the following:
    - i. Eligible employees on salary range A11 will receive a eight percent (8%) payment.
    - ii. Eligible employees on salary range A12 will receive a four point three percent (4.3%) payment.
    - iii. Eligible employees on all other AFSCME salary ranges will receive a two percent (2%) payment.
2. Effective July 1, 2018:
  - a. A one and one-half percent (1 ½%) adjustment will be applied to steps 1-6 of the AFSCME salary schedule.
  - b. Employees whose base salary is above the salary range and not eligible for a step increase shall be eligible for a two and one-half percent (2 ½%) lump sum payment on their anniversary (or adjusted anniversary) date. The lump sum payment will be calculated based on two and one-half percent (2 ½%) of the employee's base annual salary.
3. Effective July 1, 2019:
  - a. A one and one-quarter percent (1 ¼ %) adjustment will be applied to steps 1-6 of the AFSCME salary schedule.
4. Effective July 1, 2020:
  - a. A one percent (1%) adjustment will be applied to steps 1-6 of the AFSCME salary schedule.

## **Section 13.3. Step Increases.**

Upon successful completion of the regular six (6) month probationary period, employees shall receive a step increase from their initial hire step to the next step in their position's salary range. In situations where a reduced probationary period is served or a probationary period is extended, upon successful completion of the probationary period the employee will receive a step increase from their initial hire step to the next step in their position's salary range. Thereafter, employees will become eligible for an additional step in their position's salary range on the anniversary of their appointment to the position.

This step increase will be granted, and subsequent step increases will be granted annually until the employee reaches the top step of their position's salary range, unless work performance is evaluated as unsatisfactory. For purposes of annual step increases, the anniversary date of appointment for each employee shall be adjusted to the first day of the month in which they were hired or promoted.

If an employee's work performance is deemed to be unsatisfactory, at least ninety (90) days prior to an employee's step date, the supervisor shall counsel the employee. The supervisor and employee will develop a work plan, which will contain objective standards that the employee must meet over the next ninety (90) days in order to bring their performance to a satisfactory level. The work plan will specify regular meetings between the employee and supervisor to monitor progress. If the employee's performance becomes satisfactory within ninety (90) days, they will be granted the step increase. If the employee's work performance remains unsatisfactory, the County may deny the employee a step increase.

#### **Section 13.4. Performance Pay Program**

A re-opener to this Agreement for years three (3) and four (4) may be requested by the Union for adoption of the County's Performance Pay Program under the same terms and conditions as non-represented employees and ONA members only in July 2019. This re-opener shall sunset on June 30, 2021.

#### **Section 13.5. Pay Periods.**

Paydays for all employees shall be twice a month. Paydays shall be on the last day of the month and on the fifteenth (15<sup>th</sup>) of each month. If the last day of the month or the 15<sup>th</sup> should fall on a weekend or holiday, payday will be on the last working day prior. All payroll deductions shall be spread equitably between the two checks.

#### **Section 13.6. License and Certification Pay.**

As provided in Section 23.5, the Labor Management Advisory Committee may make recommendations to the Board of Commissioners and AFSCME for compensation for licenses and certification that are not required in a position description. In accordance with this provision, and in place as of the effective date of this agreement, the county has agreed to compensate for the following licenses/certifications:

- a. Employees currently receiving mental health licensure pay will continue until the date of their next step increase and the certification pay will end.
- b. Mechanic Certification Pay. In acknowledgement of the special mechanic certifications which enable the County to repair County emergency vehicles as well as emergency vehicles from outside public sector safety organizations, and which are not part of the minimum qualifications for the Mechanic job series, the County agrees to pay Apprentice Mechanics, Mechanic 2's, Senior Mechanics and the Mechanic Foreman, certification pay of 2.5% of annual salary for every 4 Emergency Vehicle Technician (EVT) or Auto and/or Truck (ADE)



certifications obtained up to a maximum of 10%. Eligibility for Certification pay will be in effect as long as documentation has been provided by the employee that the relative certification is current.

### **Section 13.7 Working Out of Classification/Lead Work**

- A. An employee assigned the major duties and responsibilities of a higher classification shall receive compensation at step 1 of the higher classification, or a 5% increase in their base compensation, whichever is greater, provided such assignment is designated by the supervisor or manager in writing, and providing that the assignment is planned to extend, or actually extends, for more than three (3) continuous working days. In no case, however, will work out of class (WOC) pay be more than the top step of the higher classification. The County will not rotate these assignments for the purpose of avoiding work out of class pay. If the employee is assigned lead work, and that lead work is not among the major duties and responsibilities of a higher classification within the employee's band, the employee shall receive a 5% increase in their base compensation.

This Section shall not apply to an employee working in a job-related training program that has been mutually agreed to by the County and the employee.

### **Section 13.8 Acting in Capacity (AIC)**

Temporary appointment to a position in a higher level classification by the department head.

Bargaining unit employees assigned to a higher level position with management duties will not hire, discipline, terminate, or approve a personnel action.

Employee appointed to AIC will receive placement on step in the higher classification that represents at least a 5% increase in regular pay rate.

### **Section 13.9 Job Assignment Outside of the Bargaining Unit**

Employees may be offered a temporary professional development opportunity for work outside of the bargaining unit for a fixed period of time, not to exceed one year. During this time, the employee will:

- retain their right to seniority and total hours of service accrued.
- not accrue seniority hours during the period of supervisory assignment.
- retain rights to their former position.
- maintain all bargaining unit benefits such as retirement, health savings, etc.
- continue step progression in the regular appointed position.
- in accordance with ORS 243.650, employee will not be otherwise represented by bargaining unit during period of supervisory assignment.
- be assigned or have the opportunity to enroll in a county-approved training course to gain additional supervisory or other experience that would ordinarily help satisfy the minimum

qualifications for the work which the employee is doing. The cost of the training course will be paid by the county. This training course may be considered as part of a County Career Development Plan as outlined in Article 21.17

At the end of the fixed period of the job assignment, the employee may be offered the opportunity to continue with the job assignment for up to one additional year, provided that the employee has enrolled or will enroll in the county-approved training course. This decision must be approved by the department head. All other provisos of this article will continue to apply during the job extension.

To end a temporary assignment the employee or manager will give a written notice of 10 working days.

### **Section 13.10. Short Term Reassignments Out of Classification.**

To avoid reducing hours or a short term layoff, an employee may volunteer to be temporarily reassigned outside the duties of their classification without loss of wages or hours. The employee may return to their original job assignment when hours are restored or temporary assignment is no longer available.

### **Section 13.11. Heavy Equipment Operators.**

A Road Maintenance Worker assigned the major duties and responsibilities of operating specialized equipment to construction and/or application specifications shall receive compensation at step 1 of the next higher classification, or a five percent (5%) increase in their current salary, whichever is greater, provided such assignment is approved by the employee's supervisor in advance. This compensation will be paid in each payroll period for actual hours worked on heavy equipment. Heavy equipment operation is recognized for the purposes of this section as:

1. Road grader
2. Chip spreader
3. Paint striper
4. Dozer
5. Excavator (Rubber Tire or Track)
6. Computerized Herbicide Sprayer
7. Track Loader
8. Paving Machine
9. Distributor

A heavy equipment operator acting in capacity of a Working Foreman – Road, shall receive one additional increase as described above provided such assignment is approved by the employee's supervisor in advance. In no case shall a heavy equipment operator acting in capacity of a Working Foreman – Road, receive greater than ten percent (10%) of their current salary. The pay increase is

effective every day of the temporary assignment. For purposes of this section acting in the capacity of a Working Foreman-Road shall mean performance of the primary duties of that position with respect to planning, implementing, coordinating, and accountability for a job that requires oversight of a substantial crew. Examples include chip sealing, major bridge repair, and asphalt placement with a paving machine or other activities as determined by the employee's supervisor.

This Section shall not apply to an employee working in a job-related training program that has been mutually agreed to by the County and the employee.

#### **Section 13.12 Tool Replacement.**

Employees regularly assigned to perform the duties of a fleet mechanic in the Maintenance and Operations classification series must supply their own tools and equipment unless required tools or equipment are unique to the County's work requirements. Personal tools or equipment shall be in good repair at the time of employment or when this Agreement becomes effective. The County will provide any specialty tools or equipment. The County shall provide a tool and equipment allowance to the employees in the amount of six hundred and fifty dollars (\$650) per fiscal year. This amount shall be paid in the first pay period of each fiscal year. Mechanics appointed to their position mid-year shall be paid a prorated tool allowance amount.

The County assumes no responsibility whatsoever for the use of personal tools, unless the County specifically authorizes their use in writing. Personal tools specifically authorized by the County will be listed on an approved inventory list and shall be replaced if reported to law enforcement as stolen.

### **ARTICLE 14. HEALTH AND WELFARE**

#### **Section 14.1. Medical/Vision/Dental.**

Subject to the provisions of this Article, the County shall provide and maintain medical insurance, which includes vision insurance coverage and dental insurance coverage. These plans will be substantially equivalent to those in effect for each employee and their family as of the effective date of this contract. If a substantially equivalent plan is not available, as determined by mutual agreement of the parties, then the issue shall be referred to the Benefits & Wellness Committee. The Committee shall make a recommendation to the Union and the County for ratification. In addition, the County and Union agree to a re-opener of section 14.1 if State or National health care legislation makes major changes to the economics of healthcare. The Benefit and Wellness Committee will monitor these trends and determine if a re-opener is necessary. The Benefit and Wellness committee will make this decision by consensus and the issue will be given back to the negotiating teams.

The County shall provide medical insurance coverage by a Preferred Provider Plan known as the Traditional plan. The County shall provide a preferred provider dental plan that is substantially equivalent to the plans in effect for each employee and their family as of the effective date of this

contract.

#### Traditional Plan

For plan year 2017-2021 and effective October 1, 2017, the County will pay eighty-five percent (85%) and the employee will pay fifteen percent (15%) of the Traditional medical plan premium and the preferred provider dental plan premium. Part-time employee's insurance costs will be prorated by FTE with no employee paying more than thirty percent (30%) of the premium.

#### Consumer Driven High Deductible Plan (CDHDP)

The County shall also provide a consumer driven high deductible plan option with a health savings account (HSA). The County shall contribute eight hundred dollars (\$800) of the deductible for an individual, and one thousand, four hundred dollars (\$1,400) of the deductible for an employee and family to an employee's health savings account based on the eligibility requirements determined by the IRS. For 2017-2021, the County will pay the monthly premium for full-time employees not to exceed the monthly premium for the Traditional Plan. Monthly premiums will be prorated for part-time employees as noted above.

#### **Section 14.2. Life Insurance.**

The County agrees to provide term life insurance coverage in the amount of \$10,000 per employee, plus an accidental death and dismemberment rider in the amount of \$100,000.00.

#### **Section 14.3. Long Term Disability Insurance.**

The County agrees to provide long term disability insurance coverage to member of the bargaining unit, with a maximum monthly benefit of 66.67% of actual salary. Eligibility for benefit payments shall be subject to rules established by the vendor. As an example, such rules normally include a ninety (90) day elimination period and coordination of other income sources in determining the maximum monthly benefit.

Employees with a potential eligibility for long term disability should file a claim within the first sixty (60) days of qualifying absence. (See article 11.7 regarding eligibility for sick leave donations.)

#### **Section 14.4. Dependent Medical Insurance Continuation.**

Dependent(s) of a regular Benton County employee who dies during the term of their employment may continue under the County's medical and dental plans for the term authorized under the Federal Consolidated Omnibus Budget Reconciliation Act of 1989 (COBRA). If the dependent(s) choose to continue under the County's medical/dental plans under COBRA regulations, the County will pay the first six months premium costs for the plans. Thereafter, the dependents shall be required to pay the premium as required by COBRA.

**Section 14.5. Retirement Health and Dental Insurance.**

The County shall provide funds for the purchase of medical insurance and access to dental insurance to qualified retirees as follows:

Regular status employees who have been continuously employed at Benton County since on or before July 1, 1996 shall be eligible to make a one time only choice, no later than 90 days from the execution of this agreement, to continue in the benefit program described in Section 14.5 or to change to the Retirement Health Savings Plan. Regular part-time employees who work at least .5 FTE (20 hours or more per week) shall be eligible for pro-rated benefits according to their position's established FTE, provided that the part-time employee pays the difference.

1. On the day of retirement, the retiree must have completed a minimum of fifteen (15) continuous years of employment with Benton County.
2. On the day of retirement, the retiree must be fully eligible for and either receiving or have applied for retirement benefits from the Public Employee Retirement System (PERS).
3. Coverage shall be limited to the employee and spouse, beginning on the date of retirement and continuing until they are Medicare eligible but not more than seven (7) years. However, coverage shall be for the employee only if the retiree meets all the other qualifying criteria in this section and opts for early retirement as defined by the rules and regulations of PERS.
4. The County's share of insurance premiums shall be fixed according to premium rates, which are current on the day of retirement. In order to qualify for this benefit, the retiree must secure medical insurance from outside the County's existing medical plan (i.e. Portability, PERS, etc.). The County will reimburse retirees for their payment of outside insurance, up to set limits as set forth in Section 14.5(7) upon submission of proof of payment for medical insurance. Premium increases occurring during retirement shall be the responsibility of the retiree.
5. The County's share of the dental insurance premium shall be fixed according to dental premium rates, which are current on the day of retirement. This payment shall be used for coverage under the Current County dental plan according to limits set forth in No. 7. Dental premium increases occurring during retirement shall be the responsibility of the retiree. Failure to pay required dental premiums on time shall result in canceling dental insurance coverage. Reinstatement, if possible, shall follow established Finance Department and vendor rules.
6. The County shall pay insurance premiums according to years of service as follows:

15 through 19 years	25% of premium cost
20 through 24 years	50% of premium cost
25 through 29 years of service	75% of premium cost
30 or more years of service	100% of premium cost

7. The Finance Department shall administer this program and shall establish dates when premiums shall be paid and when reimbursements will be made.

**Section 14.6. Deferred Compensation Plan.**

The County will make available to bargaining unit members an approved deferred compensation plan(s). Eligibility for membership and regulations governing participating will follow all IRS regulations and all appropriate state and federal statutes.

Commencing July 1, 2017, the County will contribute one and one-half percent (1.5%) of an eligible employee's base pay into the employee's designated account. Employees are deemed eligible after six (6) months of continuous, active status in a regular position. The employee must be enrolled in a County plan to receive the County's contribution.

**Section 14.7. Health and Welfare Proration.**

Part-time employee's insurance costs will be prorated by FTE with no employee paying more than thirty percent (30%) of the premium.

**ARTICLE 15. PROBATIONARY PERIOD**

**Section 15.1. Definition.**

All persons newly hired or promoted into a position covered by this agreement shall be considered probationary until they complete a probationary period. The probationary period for regular employees is defined as six months of trial service from the date of hire during which the employee serves at the pleasure of the Department Head and may be discharged without just cause. Part time regular employees shall have their probationary period pro-rated in accordance to their position's established FTE. For purposes of crediting benefits, Off-probation dates are established as the next pay period following the completion of minimum probation service.

If during the trial service period the employee is absent on an approved leave without pay for two continuous weeks or more, the probationary period may be extended by the length of the leave period.

**Section 15.2. Extension of Initial Probationary Period.**

The Department Head may extend the probationary period one time only for a maximum period of 3 months when an employee's work performance during the first 6 months has been marginal. The employee shall be granted a step increase upon successful completion of the probationary period. Vacation accrual shall be retroactive to the date of hire when the probationary period is completed.

### **Section 15.3. Temporary Service Credit.**

Whenever an employee who has been serving in a temporary position is appointed to a regular position in the bargaining unit in the same department in which the temporary position was situated, and the regular position is of the same or equivalent classification, one-half of the time served in that temporary position, up to but not more than three months, shall be deducted from the employee's 6 month probationary period. In order to qualify pursuant to this Section, the temporary service must have been continuous. The employee shall be granted the ability to use a prorated amount of vacation leave accrual upon successful completion of probation pursuant to Section 10.1 of this agreement based upon their date of hire into a regular position in the bargaining unit. Upon successful completion of the reduced probationary period, the employee will also be eligible for a step increase.

### **Section 15.4. Promotional and Career Change Probationary Period.**

An employee serving a promotional or career change probationary period shall be eligible for reinstatement to the same or equal position previously held if they are deemed by the County to be unsatisfactory in the new position. If the employee occupying the position to which the reinstated employee is returning is post-probationary, the employee occupying the position shall be placed on lay off pursuant to Section 16.4.

### **Section 15.5 Promotional Salary Increases.**

An employee who successfully competes in a recruitment for a position in a higher salary grade in their same or related job family will start at the step on the new salary grade which is at least a five percent increase over their prior salary at the time of promotion.

### **Section 15.6 Career Change.**

An employee who successfully competes in a recruitment for a position in an unrelated job family will be placed on the new salary grade that is mutually agreeable between the employee and the supervisor.

## **ARTICLE 16. SENIORITY**

### **Section 16.1. Definition.**

Seniority in the bargaining unit shall be defined as the total hours of service in the AFSCME bargaining unit with Benton County.

### **Section 16.2. Acquisition of Seniority.**

An employee shall acquire seniority at the end of their probationary period. The employee's seniority will date back to the date of hire as a regular bargaining unit employee without a break in continuous service. When an employee acquires seniority, their name and classification will be placed on the seniority list by department indicating hours of service with the County and within the AFSCME

bargaining unit.

### **Section 16.3. Seniority List Posting.**

Each department shall maintain and post a current seniority list in accordance with the requirements of Section 16.2. Such list shall be updated at least quarterly. In case of dispute, official records shall be those maintained in Human Resources.

### **Section 16.4. Layoff.**

#### **A. Definition of Layoff:**

1. Any involuntary separation of a regular employee from the County due to the elimination of a position.
2. Any involuntary change in employment category.
3. Refusal of employee to accept mandatory increase in hours.
4. Any involuntary reduction of hours.

#### **B. Notice and Order of Layoff.** Each employee laid off within the employee's particular department shall be laid off in order of least seniority to greatest seniority within their classification subgrade.

1. Employees working within the classification subgrade and the department in which a lay off is to occur may volunteer to be laid off.
2. Temporary employees working within the occupational group and the department in which a lay off is to occur shall be terminated before any permanent employees are laid off.
3. Initial trial service employees within the classification subgrade and the department in which a lay off is to occur shall be terminated before any permanent employees are laid off.

The County shall give the affected employee(s) a minimum of six weeks' notice.

#### **C. Bumping procedures.** An employee who is laid off shall, if they choose to bump, bump an employee with less seniority, who is in the bargaining unit, and who meets the minimum qualifications and special job skills identified in the recruitment announcement and the classification/position description. Bumping shall occur in this order:

1. The least senior employee in the next lower classification subgrade within the occupation group and if no such position is available to the laid off employee; then



2. The bumping continues down the occupational group, and if no such position is available to the laid off employee; then
3. The least senior employee in a lower classification subgrade that was previously held by the laid off employee (or successor to previously held position); provided the laid off employee is able to perform the work of the lower position without further training (ten day orientation period shall not be considered training for purposes of this Article) and if no such position is available to the laid off employee; then
4. If the laid off employee has more than 10,000 hours of service with the County, they may bump across department lines in the same order as specified in 16.4 (C) (1) through (3) above.

**D. Occupational Groups**

	Clerical & Administrative	Legal	Maintenance & Operations	Clinical Health	Technical	Programming	Business & Financial	Information Technology
Interpretive (D)		Legal Professional		Healthcare Professionals	Technical Professional	Program Coordinator	Business Analyst	
Process (C)	Administrative Specialist	Legal Specialist	Maint & Ops Specialist	Healthcare Technician	Technical Specialist	Program Specialist	Business Specialist	IT Specialist
Operational (B)	Administrative Assistant		Maint & Ops Assistant					
Defined (A)								

**Section 16.5. Recall.**

An employee who is laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, employees will be recalled from the recall list by seniority to their former classification and employment category, provided they are qualified at the time of the recall to perform the work in the job classification to which they are recalled without additional training.

A recalled employee shall be notified by tracked mail at employee's address on file, telephone, and email/ AFSCME President will be copied on all mail and email notifications. Employee will confirm acceptance of recall within 5 business days. Upon agreement to return to work, employee must report to work within 15 calendar days. Time may be extended by mutual agreement.

Official records of the mailing of notices are those maintained in Human Resources. It shall be the employee's absolute and complete responsibility to maintain their current address with the Benton County Human Resources Department. An orientation period of ten (10) working days shall not be considered training pursuant to this Section. Should the employee decline recall they shall be removed

from the recall list.

#### **Section 16.6. Return from Lay-off Interview.**

At the expiration of the 18-month recall period the laid-off employee will have an additional 12-month right to "first interview" consideration prior to the internal/external posting of a job vacancy in their former job classification. The laid-off employee will be notified of the interview opportunity by Human Resources via regular mail, email and phone using the contact information on record as provided to Human Resources by the laid off employee. The union will also be notified. The laid off employee will have 5 working days from the contact by Human Resources to respond to the interview opportunity. The hiring decision will be at the full discretion of the hiring department.

If a laid-off employee is rehired through this process the following conditions will prevail:

The rehired employee will have a 3 months probationary period.

The rehired employee will maintain their former pay grade and step at the time of their re-employment.

The rehired employee's benefit accrual rate will be the same as at the time of their lay off.

The rehired employee's AFSCME seniority will be restored to what it was at the time of their lay off.

#### **Section 16.7. Scheduling.**

Seniority will be considered in the assignment of shifts, days and hours of work, and will be given preference so long as departmental efficiencies are not adversely affected.

#### **Section 16.8. Filling of Vacancies.**

Whenever the County seeks to fill a vacancy within the bargaining unit, the County shall, at least ten (10) working days before the filling of the vacancy, post notice with the job description, essential functions, qualifications and requirements of the vacancy on the departmental bulletin board and provide notice to the Union. The County may, in special circumstances, reduce the posting period to a minimum of five (5) days. The County may close a specific recruitment to an intra-departmental promotion, thus limiting application to current departmental staff. If intra-departmental promotional recruitment fails, a general recruitment will follow. All County employees and all former employees on layoff status shall have the right to apply for the vacant position. If more than one qualified employee applies for the position, the County shall provide preference to the employee with the greatest seniority, provided that other objective merit factors are equal.

#### **Section 16.9. Seniority During Periods of Disability.**

Employees who are on leave and receiving income from non-County sources shall not accrue seniority hours during periods of disability except as provided for in Section 12.7. Once an employee has completed initial probation, if he or she is off work due to an approved workers' compensation claim, the employee will accrue seniority based on his or her regular FTE, as follows: once the claim is approved,

seniority will be retroactive to the date the time loss began.

#### **Section 16.10. Continuous Service.**

An employee's continuous service seniority shall be considered broken by voluntary resignation, discharge for just cause, retirement, layoff in excess of eighteen (18) months, and disability pursuant to Section 16.9, for which workers' compensation coverage is not approved.

### **ARTICLE 17. CLASSIFICATION**

#### **Section 17.1. Reclassification Request.**

In addition to the department head, reclassification requests may be initiated by the Union or a member of the bargaining unit by modifying the existing position description to show that the duties, responsibilities, and/or required skills of the job they are performing have changed. The updated position description will be reviewed by the supervisor and the request will be forwarded to the Department Head for review. The Department Head's review and recommendation will be forwarded to Human Resources within thirty (30) calendar days following receipt of the request.

Human Resources shall send the Union notice of all requests for reclassification evaluations of its members within ten (10) working days of receipt of the request.

If a position is reclassified, but it is determined by the Department Head that the position will not be upgraded, the higher-level duties will be removed. The employee will receive a lump sum payment for the difference between their current salary and the approved salary rate for the time period starting at the pay period following receipt of the request in Human Resources, to the date the duties are removed.

If it is decided by the Department Head that the reclassification is appropriate, Human Resources will forward the reclassification to the Board of Commissioners or their designee for approval. The Board will take action on the request within two (2) weeks. If the reclassification is approved by the Board, the new pay rate will be effective at the start of the pay period following receipt of the request in Human Resources. Employees reclassified to a position in a higher salary grade shall be granted a salary increase at the step in the new salary grade that is at least a five percent increase over the employee's prior salary at the time of reclassification. The effective date of the reclassification shall become the employee's new position appointment date. Thereafter, the employee may be considered for a step increase on their position appointment date provided they are below the maximum salary for the position.

If the review of the position does not support a reclass, the employee or the Union may appeal.

1. Within 10 days of being notified of the HR classification decision, Employee/Union may appeal the decision to the Joint Appeal Panel (JAP) comprised of 2 AFSCME representatives, 1 ONA representative, 2 management/confidential representatives, and 1 HR representative. Appeals

must include documentation submitted in the original request. Decisions will be made by a vote of the JAP. Appeals must have at least four (4) votes to prevail.

2. The Joint Appeals Panel will respond in writing within 30 days with final decision.

### **Section 17.2. New Classification.**

If the County establishes a new classification, or materially revises an existing classification of a position within the bargaining unit, the County shall provide the Union with a copy of the new job description and salary range within ten (10) working days following final approval by the Board of Commissioners. Within ten (10) working days following notice to the Union, the Union shall have the right to initiate discussions limited to the salary range assigned to the new classification. If discussions have not been initiated by the Union pursuant to the notice period herein, the salary range so assigned shall be deemed approved. Any adjustment to the pay rate shall be retroactive to the date the new classification was approved by the Board of Commissioners or when implemented by the Department Head, whichever occurs later.

### **Section 17.3. Employee Reclassification Downward.**

Employees subject to County-initiated reclassification, which results in the reduction of salary, shall be red-circled at their current wage. The employee has 42 calendar days from receipt of notice of the reclassification, to opt for lay off as set forth in Article 16, Seniority.

The employee retains recall rights to the prior classification as long as they are employed with no break in service. If the employee turns down a recall notice according to Section 16.5, they will forfeit their right to recall.

### **Working Out of Classification. (Moved to Article 13.7- Wages)**

### **Section 17.4. Classification Not Guaranteed.**

Classifications and/or job titles used in the County's pay system are for descriptive purposes only. Their use is neither an indication of nor a guarantee that these classifications and/or titles will continue to be utilized by the County in the future.

### **Heavy Equipment Operators. (Moved to Article 13.11 – Wages)**

## **ARTICLE 18. SAFETY**

### **Section 18.1. Safety Rules Generally.**

Employees shall comply with all County-wide and departmental safety rules that are in force and effect on the date of the signing of this agreement, or may thereafter become effective during the term of this agreement. Employees shall report all unsafe acts or conditions to their supervisors when such acts or

conditions occur. No employee shall be expected to operate any equipment or to perform any work assignment that would cause their imminent danger, and would reasonably be considered to be unsafe by a normally prudent person. The County shall inform all members of the bargaining unit of all of the safety rules and procedures that apply to their positions.

**Section 18.2. Uniforms and Protective Clothing.**

If an employee is required by the County to wear a uniform, protective clothing, or protective device, it shall be provided to the employee by the County, however, such uniform, protective clothing, or device shall remain the property of the County. If special shoes, glasses, or other equipment is required by the County, the County shall pay the additional cost appropriate to such equipment, and the Department Head shall determine this cost. The County retains the right to pre-approve purchases and to designate vendors.

**ARTICLE 19. RETIREMENT PROGRAM**

**Section 19.1. Program Definition.**

During the term of this agreement, the County shall continue to participate in the Public Employee's Retirement System (PERS) and shall pick-up, assume and pay the employer's and the employee's contribution to PERS for members of the bargaining unit participating in PERS beginning January 1, 2000.

The full amount of employee contributions pick-up or paid by Benton County on behalf of members of the bargaining unit shall be considered salary within the meaning of ORS 238.005(11) for the purposes of computing an employee final average salary pursuant to ORS 238.005(15) but shall not be considered salary for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 238.200. Such picked-up or paid employee contributions shall be credited to employee accounts pursuant to ORS 238.200(2) and shall be considered to be employee contributions for the purposes of ORS Chapter 238.

In the event the laws controlling the above pick-up agreement are scheduled to change in the future, the parties agree to bargain before implementation, upon request, for the protection of the rights and obligations set forth in this section.

**ARTICLE 20. EMPLOYEE DISCIPLINE**

**Section 20.1. Progressive and Corrective Discipline.**

The County agrees with the tenets of progressive and corrective discipline, when appropriate. Progressive discipline will normally start with an oral reprimand. An oral reprimand is defined as a corrective action, which will result in a written record to the employee's Personnel file. The County shall neither discipline nor discharge post-probationary employees without just cause. Pursuant to this Section, just cause means, but is not limited to:

"...a cause reasonably related to the employee's ability to perform required work. The term includes any

willful violation of reasonable work rules, regulations or written policies..."[ORS 236.350(3)]

#### **Section 20.2. Removal of Discipline.**

A written warning placed in an employee's personnel file will be removed after three years when requested by the employee, provided that there has been no recurrence of the type or kind of conduct giving rise to the warning. In the event the employee fails to request removal in a timely manner, no written warning may be considered after three (3) years if it qualifies for removal, and shall be removed when discovered. No written record of disciplinary action shall be deemed official unless it is date stamped by Human Resources and included in the employee's personnel file which is maintained in Human Resources.

Both parties acknowledge that letters of warning appropriately removed from the personnel file under this article shall be maintained by the County and only used by the County to defend itself in a judicial or administrative action or complaint, which includes a grievance filed by an employee or the union.

#### **Section 20.3. Administration of Discipline.**

Discipline will be administered in such a manner so as not to embarrass the employee in front of other employees or the public.

#### **Section 20.4. Presence of Shop Steward.**

The County acknowledges the right of an employee to have a Union steward present during any disciplinary process. If the purpose of an interview is reasonably expected to relate to a disciplinary matter, the employee shall be so advised before the interview and provided a reasonable period of time to obtain Union or other representation, if they desire.

#### **Section 20.5. Notice to Union.**

When any written disciplinary action is received by Human Resources that affects any member of the collective bargaining unit, a copy will be forwarded to the Union within three (3) working days of receipt thereof, unless the affected employee specifically objects.

#### **Section 20.6. Administrative Leave Time Limits.**

The time frame for Administrative Leave should be justified by the complexity of the investigation. The County will update the employee regarding the progress of the investigation at least twice a month. Investigation shall not exceed 30 days without communication to the employee and their representative of the specific circumstances of an extension.

### **ARTICLE 21. MISCELLANEOUS**

### **Section 21.1. Respectful and Harassment Free Workplace**

See personnel rule 17.2—Employee may be represented by a union representative throughout the complaint process. If the union disagrees with the complaint findings, the union may appeal to the Board's designee within 10 working days for final resolution.

### **Section 21.2. Personnel File.**

No disciplinary or corrective information of any kind whatsoever, shall be deemed official, or usable against any employee unless it has been received in Human Resources, date stamped, bears the signature of the employee, and is included as part of the employees official personnel file.

The employee's signature only confirms having received a copy of the material but does not indicate agreement or disagreement. In the event the employee refuses to sign it, the County may place the document in the file, provided it is signed by two (2) management or supervisory employees and mailed to the employee's address of record.

### **Section 21.3. Job Sharing.**

Job sharing, which is the sharing of an authorized full-time position by two employees, may be allowed at the discretion of the County with notice to the Union. Both employees shall agree in writing to the conditions of the sharing as determined by the County. The position may revert to its previous status at the discretion of the County, if one of the persons sharing the position is no longer employed in the position, or if the sharing is deemed unsatisfactory by the County. A job-share shall not be implemented unless approved in writing by the Human Resources Manager.

### **Section 21.4. Transfer Notice.**

If an employee is involuntarily transferred to a reporting station which is in excess of ten (10) miles one way, twenty (20) miles round trip from their present reporting station, the County shall provide thirty (30) days advance notice of the transfer's effective date. Should the County fail to give the required notice, the employee shall be reimbursed for their private vehicle mileage pursuant to Section 21.4, for the increased distance traveled for a maximum of thirty (30) days, minus the number of days notice provided.

### **Section 21.5. Mileage Pay/Parking Reimbursement.**

Employees who are required by their supervisor to use their personal vehicle in the performance of their duties as an employee of Benton County shall be paid at the rate approved by the Board of Commissioners, including parking reimbursement. Private mileage and parking reimbursement shall be authorized in advance by the Department Head.

### **Section 21.6. Bargaining Unit Work.**

County employees outside the bargaining unit shall not on a regular basis perform work regularly

performed by employees in the bargaining unit which would result in the layoff of bargaining unit members. Subject to Article 3, Management Rights, when the county proposes to contract out work that is normally performed by regular full-time or part-time bargaining unit employees, notice shall be given to the Union.

**Section 21.7. Contract Work and Notice to the Union.**

- a. **Contract Work.** During the term of this agreement, the County shall not contract or sub-contract public work now performed by employees covered under this agreement which would result in the loss of employment of a member of the bargaining unit, provided that such public work is being accomplished in the most efficient and cost effective manner available to Benton County.
- b. **Notice to the Union.** Subject to Article 3, Management Rights, when the County proposes to contract out work that is normally performed by regular full-time or part-time bargaining unit employees, notice shall be given to the Union. If the contracting will result in loss of employment to bargaining unit employees, the County will provide a 30 calendar day notice period, except when not possible due to grant/funding availability and/or conditions.

**Section 21.8. Negotiations.**

The County agrees to pay at least four (4) bargaining unit members, or a number equal to one less than the number of members on the County negotiating team, their regular pay for periods of contract negotiating which occur during the business day of 8:00 a.m. through 5:00 p.m. or during the normal workday. The Union representative will not be paid by the County. The Union has the right to select its own negotiators from any department or area within the County. No regular pay or overtime pay shall apply to periods of negotiations occurring outside of the business day or outside of the employee's normal workday.

**Section 21.9. FTE Modification.**

All benefits shall be calculated based on the employee's established FTE as of the first day of the month.

**Section 21.10. Outside Employment.**

Employees who desire to accept outside employment while employed by the County shall comply with the procedure noted in the County's Personnel Policies.

**Section 21.11. Team Representation.**

The County and the Union agree to the following:

1. The Parties support the formation of process improvement and self-directed work teams throughout the County for the express purpose of sharing and formulating ideas, which result in efficient management and superior service to all county customers.



2. The Parties acknowledge that certain teams may be formed which consist entirely of management personnel. An example is the Department Head team.
3. The Parties encourage the formation of mixed teams, consisting of management and represented personnel working toward common goals; however, decisions and/or recommendations concerning wages, hours, and working conditions shall not be made if they are in conflict with the Public Employees Collective Bargaining Act, State law, or with the terms and conditions of this labor agreement.
4. To the best of their ability, the County shall notify the Union of the formation of new teams along with their goals and objectives. If requested, the Union shall be provided with progress information of any team.

#### **Section 21.12. Health Benefits Committee.**

Labor and Management will partner to provide oversight and guidance to the Board of Commissioners and the Bargaining Units regarding health care benefits and related wellness programs.

The Benton County Health Benefits and Wellness Committee shall, at all times, consist of at least three AFSCME members, chosen by the Bargaining Unit. The representatives will be assigned by the Union President. The Union will be sensitive to countywide representation. The representatives serving on this committee may attend committee meetings without loss of pay. The representatives shall have the opportunity to actively participate in committee discussions and have a vote in any decisions made by the committee. Should the committee cease to exist, an Ad Hoc Advisory Committee will be established to provide oversight and guidance to the Board of Commissioners and the Bargaining Units regarding health care benefit changes. The Committee will be responsible to obtain and review claims and usage data, and provide input to proposals and contracts relating to health care, wellness, or other related insurance programs and make recommendations related to substantial changes (see Article 14).

#### **Section 21.13. Fiscal Year.**

Fiscal year is July 1<sup>st</sup> through June 30<sup>th</sup>. The year ends June 30<sup>th</sup> wherever fiscal year is referenced.

#### **Section 21.14. Compensation Issues Related to Recruitment and Retention.**

The County and the Union shall reopen negotiations during the term of this agreement to discuss recruitment and retention issues. If the Parties mutually agree a recommendation for action shall be made to the Benton County Board of Commissioners and the AFSCME membership for approval. If the Parties cannot reach agreement the status quo shall prevail.

#### **Section 21.15. Training and Education.**

Each employee will meet with their supervisor, at least annually, to review career development and

training opportunities. The parties shall discuss how to allocate resources to meet the needs of the Department and the employee and review requests for career development.

To encourage professional development, any regular full time, seasonal, or part time employee who wishes to pursue educational courses or certification training directly related to the employee's career in County service, may apply for financial assistance as follows:

1. Employees must secure their department head's approval before the training class or course begins. A Memorandum of Agreement must be completed and signed by the employee and department head. The original Agreement must be forwarded to Human Resources; and a copy forwarded to Payroll.
2. The department head may choose to reimburse 50 to 100 percent of the course/class, upon successful completion of the course/class. The employee may be reimbursed for a maximum of three courses per school year provided that a grade of "C" or above is earned. The employee must provide a statement of course credit, training certification, and a tuition receipt to the department head.
3. If the County provides funds for tuition assistance, the employee agrees to remain in the employ of the County for a minimum period of one full year dating from the completion of the course/s or repay the County for the full amount of the tuition/training reimbursement. Educational assistance will not be provided to an employee whose employment terminates prior to completion of the course/s, unless terminated as a result of a layoff.
4. The employee agrees that if they fail to continue in County employment for the minimum period as outlined in No. 3 above, they will repay the County the cost of the educational/training course/s.
5. The employee agrees that any repayment required by No. 4 above, shall be deducted from the employee's final payroll check.
6. The department head may, in special circumstances, choose to pay 50% to 100% of the costs prior to the class/course start date. In such circumstances, employees must abide by all conditions set forward in this policy and agree to reimburse the County as outlined above.

#### **Section 21.16. Career Development.**

In order to retain knowledge of and experience with County operations, AFSCME employees who seek continuing careers with Benton County Government and who have a minimum of two years seniority in their current position and good performance, may apply to Human resources for a career development plan and work experience.

Human Resources staff will meet with eligible employees and help them identify County career goals

and develop a training plan. Employees on a County Career Development Plan who receive job development work experience will not be eligible for work out of class pay but will be paid at the rate of pay for their regular County job. The County will exercise its best effort to provide County career development opportunities.

Employees who successfully complete a County Career Development Program, who meet the minimum qualifications, and who apply for an open county position in their career development field, will be granted an interview during the selection process. Employees who have successfully completed a county-approved training course intended specifically to gain supervisory knowledge and/or experience, as outlined in this Article or in Article 13.72, will be able to count that course as one year of supervisory experience for the purposes of meeting minimum qualifications.

## **ARTICLE 22. GRIEVANCE PROCEDURE**

### **Section 22.1. Grievance Definition.**

A grievance is a dispute raised by an employee or the Union against the County and shall be limited in scope to the interpretation and/or the application of specific Articles, Sections, and provisions of this agreement. Unless otherwise designated by the Board of Commissioners, the Human Resources Manager shall serve as the Designee of the Board of Commissioners at step 3 of this procedure. All matters relating to grievances shall be directed to him/her.

### **Section 22.2. Time Periods and Notice Stipulations.**

Time limits established herein may be waived through the written mutual consent of the parties. However, absent the written consent of the parties, failure of the employee or the Union to submit or prosecute a grievance in accordance with time and notice limits established herein, shall constitute abandonment of the grievance.

Failure of the County to respond to a grievance within the time limits herein shall result in the Union having the absolute right to elevate the grievance within ten (10) working days to the next higher step in the grievance procedure. A grievance may be dismissed at any time, and at any step, upon receipt by the Designee of the Board of Commissioners of a signed statement from the aggrieved employee and/or the Union, that the dispute has been resolved or withdrawn.

All time periods in this Article are measured in full working days, on a five (5) day workweek basis. Weekends, partial days, and designated County holidays are excluded.

### **Section 22.3. Informal Discussion Permitted.**

Nothing in this Article is intended to prohibit informal discussions relating to a potential grievance between the employee and/or the Union and the immediate supervisor, provided that the time limits set forth in Section 22.2 and Section 22.6 are adhered to. If resolved informally, resolution shall conform to the terms and conditions as defined in this labor agreement.

#### **Section 22.4. Confidentiality.**

All proceedings and evidence of any kind whatsoever that are related to grievances shall be considered exempt from public disclosure until the conclusion of the final grievance proceeding in Benton County.

#### **Section 22.5. Exclusive Remedy.**

Grievances shall be commenced and processed according to provisions herein, which provisions the parties mutually acknowledge to be the exclusive and binding process for the resolution of disputes constituting grievances as herein defined.

#### **Section 22.6. Grievance Procedure.**

The Union and County accept the following statement of principles:

- The Union and County have a mutual commitment to using a problem-solving approach in the resolution of grievances;
- Resolution of a grievance at the lowest possible level is always encouraged;
- Complete disclosure of information will be made at the lowest possible level;
- There shall be flexibility in the problem-solving process for resolution of a grievance at step 1.

##### **A. Grievances at step 1.**

1. An employee, with or without Union representation, shall have five (5) working days from the date of occurrence of the circumstance(s) giving rise to a potential grievance, or from the date of employee's first knowledge of the occurrence, to informally discuss the problem or issue with his or her supervisor, to define the issue, and to resolve the issue if possible.
2. An employee or the employee's Union steward shall have fifteen (15) working days from the date of occurrence of the circumstance(s) giving rise to a potential grievance, or from the date of employee's first knowledge of the occurrence, within which to file a written statement of the issues with the employee's immediate supervisor outside of the bargaining unit. A copy shall be sent to Human Resources.
3. The supervisor shall respond in writing to the person filing the written statement of the issues within ten (10) working days following receipt of the written statement of the issues. This written response shall either deny the grievance or acknowledge what step(s) will be taken to remedy the grievance. A copy shall be sent to Human Resources.
4. If the employee is satisfied with the supervisor's written response, the grievance shall be deemed resolved without further action. If the employee is not satisfied with the supervisor's written response, the aggrieved employee and/or the Union may elevate the

grievance to step 2.

5. Steps 1 and 2 may be combined by mutual consent of both the employee and their Union steward and both the employee's supervisor and Department Head.
6. An issue, which involves a property right, shall not be heard at step 1 but shall be elevated immediately to step 2.

**B. Grievances at step 2**

1. A grievance at step 2 shall be initiated by the filing of a written grievance, the written statement of the issues, and the response above, with the employee's Department Head within ten (10) working days following the employee's or the Union steward's receipt of the response to the written statement of the issues. A grievance involving a property right shall not be heard at step 1, but shall be elevated immediately to step 2, and shall be filed within ten (10) working days following the occurrence of the circumstance(s) giving rise to the grievance, or the date the employee first knew of the circumstance(s). A copy shall be sent to Human Resources
2. A Union steward and/or the aggrieved employee shall file the grievance at step 2. A copy shall be sent to Human Resources.
3. All written grievances shall include the following information. Grievance filings that are deficient in one or more of the items noted in "a" through "f" below shall be returned to the person who filed the grievance to be conformed to these requirements, and the time period to file the grievance shall be extended by five (5) additional working days, beginning on the date the grievance is returned.
  - a. The name and position of the employee on whose behalf the grievance is brought.
  - b. The date of the circumstances giving rise to the grievance, and the date the employee had first knowledge thereof.
  - c. A clear and concise statement of the grievance, including relevant facts which give a full and objective understanding of the employee's grievance.
  - d. The specific Article, Section, or provision of this agreement alleged to have been violated. Ambiguous statements such as "any Article or Section, which may apply," shall not be considered in compliance with this Section.
  - e. The remedy or relief sought by the employee.
  - f. The signature of the person submitting the grievance.
4. The Department Head shall respond in writing to the person filing the grievance within ten (10) working days following receipt of the required grievance documents, and the Department Head is encouraged to meet with the aggrieved employee, Union

representative, and supervisor to clarify the issues presented in the grievance. A copy shall be sent to Human Resources.

5. If the aggrieved employee is not satisfied with the Department Head's response, the aggrieved employee and/or the Union may elevate the grievance to step 3.
6. Steps 1 and 2 may be combined, by mutual consent of both the employee and their Union steward and both the employee's supervisor and Department Head.

**C. Grievance at step 3**

1. If the grievance is still unresolved, within ten (10) working days following the written response at Step 2, the aggrieved employee and/or the Union may file the step 3 grievance with Human Resources. The Parties, which shall include the grievant(s), a Union Representative, a Local Union Representative, a Human Resources representative, and two other management representatives shall meet within twenty (20) working days to review the facts. The goal of this step is to achieve cost efficient and timely resolution through a problem-solving process, which could include a mediator by mutual agreement. Any cost for mediation will be shared equally by both parties.
2. All available information concerning the grievance shall be provided by the Parties at the meeting and become the official record.
3. In the event, the Parties are unable to reach a consensus regarding a resolution of the grievance or resolution is not reached at mediation, the matter may be referred to an arbitrator (step 4) by the Union for final determination. The Union shall give the County written notice of its intent to refer the matter to arbitration within 10 working days of the last step 3 meeting or the last mediation session.

**D. Grievances at step 4**

1. Grievances unresolved at step 3 and/or mediation may be elevated to step 4.
2. Within ten (10) working days of the notice of intent to arbitrate, if the County and the Union cannot agree on a private arbitrator, the Union may request that a list of potential arbitrators from the Oregon State Conciliator be sent to the County and to the Union. Upon receipt, the parties shall contact each other to assure that both have received the list. The official date of receipt shall be designated as the date when both parties are in receipt of the list, either from the State Conciliator or from the other Party. Within ten (10) working days of the official date of receipt of the list of potential arbitrators, final selection shall be accomplished by the County and the Union alternatively crossing off one of the five (5) named arbitrators until only one remains. The party who strikes the first name shall be selected by lot. At any stage of the selection process, either party may reject the entire list once and request an alternate list from the State Conciliator. The arbitrator shall be notified of their selection to arbitrate the disputed issue(s).
3. The decision of the arbitrator shall be final and binding on the parties, however the

arbitrator shall not have authority to alter, modify, amend, vacate or change any terms or conditions of this agreement, and their remedy must follow the tenets of being within the four corners of this agreement. This provision is not intended to prevent either party from any administrative or statutory relief they may otherwise have to appeal an arbitrator's award. The decision of the arbitrator shall be issued within thirty (30) days of the conclusion of the arbitration hearing.

4. Prior to the arbitration hearing, if either party discovers new information or evidence not previously considered at step 3 of this procedure, the parties may mutually agree to reconvene at step 3 to consider such new information or evidence, and include the information or evidence in the step 3 official record. If the parties agree to reconvene, their meeting may not delay an already scheduled arbitration hearing unless there is a mutual written waiver, and unless there is mutual written agreement as to the liability for the payment of the arbitrator's cancellation fee.
5. Nothing in this Article is intended to prevent a mutually acceptable settlement prior to, or during the arbitration procedure.
6. If arbitration is utilized, the cost of the arbitrator shall be shared equally by the parties. Each party shall bear the cost of presentation of their own case.

#### **Section 22.7. Absence From Work Station.**

A steward or Union officer who represents a grievant or the Union at a meeting or grievance hearing pursuant to this Article, shall be permitted to be present without loss of pay, following reasonable notice to their Department Head. To help minimize departmental impact, a steward working in the department where the grievant is employed shall be utilized whenever possible. In any event, one (1) representational steward, or Union officer shall be permitted to be present without loss of pay.

### **ARTICLE 23 LABOR MANAGEMENT ADVISORY COMMITTEE**

#### **Section 23.1.**

To improve communication between AFSCME and Management the parties agree to establish a Labor Management Advisory Committee (LMAC). LMAC shall discuss ongoing labor-management issues and matters of mutual interest related to productivity, employee morale, mutual problem solving, and furthering the goal of general labor-management cooperation.

#### **Section 23.2.**

The Committee shall consist of an equal number of participants, not to exceed three (3) on each side. Each side shall select its own representatives. LMAC shall establish its own protocols.

### **Section 23.3.**

LMAC shall meet at least bimonthly. Either party may request an additional meeting of the Committee to be held at a mutually convenient time and place and such a meeting shall if at all practicable be scheduled within fourteen (14) days. The Committee shall have no authority to amend the terms of the Agreement or to be involved in the grievance procedure.

### **Section 23.4.**

Because participation in the LMAC is viewed as mutually desirable for the County and AFSCME, no person will be penalized for or benefit from participation in this group. Therefore, members of LMAC will not suffer loss of pay for time spent in conducting LMAC business during their regularly scheduled work shift nor will any member of LMAC receive pay for time spent conducting LMAC business outside their regularly scheduled work shift.

### **Section 23.5.**

LMAC may make recommendations to the Board of Commissioners and AFSCME for compensation for licenses and certifications that are not required in a position description. The County and AFSCME will develop criteria for bringing a request forward to LMAC.

## **ARTICLE 24. SAVINGS CLAUSE**

Should any Article, Section, or portion thereof of this agreement be held unlawful or unenforceable by a Court of competent jurisdiction, or should any Article, Section, or portion thereof this agreement become invalid pursuant to a rule of an administrative agency of the State of Oregon, a statute or any amendments to the Constitution of the State of Oregon, the effect of such invalidity shall only apply to the specific Article, Section or portion thereof referred to or indicated in the decision, statute, or rule or amendment of the Constitution. Upon the issuance effective date of such decision, statute, or rule or amendment to the Constitution, the parties may agree to negotiate substitute provisions in accordance with the procedures and timeframes provided by statute. All other portions of this agreement, and the agreement as a whole, shall continue without interruption except those remaining provisions which are so essential and inseparably connected with and dependent upon the unlawful or unenforceable part that it is apparent that such remaining provision(s) would not have been agreed to without such other parts and the remaining provisions, which, standing alone, are incomplete and incapable of being executed in accordance with the intent of this agreement.

## **ARTICLE 25. TERM OF AGREEMENT**

This agreement covers the period of July 1, 2017 through June 30, 2021. This agreement shall be effective as of the date of execution but in no event before July 1, 2017, and shall remain in full force and effect until June 30, 2021



**SIGNATURE PAGE**

IN WITNESS WHEREOF, the County and the Union have caused these presents to be executed in their respective names by their duly authorized representatives on this XXth day of September 2017.

**BENTON COUNTY, OREGON**

Tracy Martineau 10.11.17  
/S/ Tracy Martineau (lead)

Retired prior to ratification  
/S/ Dennis Aloia

Mitch Anderson  
/S/ Mitch Anderson

Retired prior to ratification  
/S/ Jim Burke

Mary Otley  
/S/ Mary Otley

Ann Hunter  
Chair, Board of Commissioners

Annabelle Jaramila  
Commissioner

**BENTON COUNTY EMPLOYEES  
Local 2064, AFSCME, AFL-CIO**

Antonio Gisbert  
/S/ Antonio Gisbert (lead)

Peter Banwarth  
/S/ Peter Banwarth

Randi Hamlet  
/S/ Randi Hamlet

Resigned prior to ratification  
/S/ Sam Lambert

Commissioner  
Commissioner

County Counsel Approved as to form  
County Counsel Approved as to form





**American Federation State County Municipal Employees Salary Schedule 2017-2018**

<b>DBM/Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>A/11</b>	\$27,611 \$2,301 \$13.27	\$28,715 \$2,393 \$13.81	\$29,820 \$2,485 \$14.34	\$30,924 \$2,577 \$14.87	\$32,029 \$2,669 \$15.40	\$33,133 \$2,761 \$15.93
<b>A/12</b>	\$30,360 \$2,530 \$14.60	\$31,575 \$2,631 \$15.18	\$32,790 \$2,732 \$15.76	\$34,004 \$2,834 \$16.35	\$35,219 \$2,935 \$16.93	\$36,434 \$3,036 \$17.52
<b>A/13</b>	\$33,306 \$2,776 \$16.01	\$34,636 \$2,886 \$16.65	\$35,979 \$2,998 \$17.30	\$37,310 \$3,109 \$17.94	\$38,640 \$3,220 \$18.58	\$39,970 \$3,331 \$19.22
<b>B/21</b>	\$36,190 \$3,016 \$17.40	\$37,809 \$3,151 \$18.18	\$39,442 \$3,287 \$18.96	\$41,062 \$3,422 \$19.74	\$42,695 \$3,558 \$20.53	\$44,328 \$3,694 \$21.31
<b>B/22</b>	\$39,732 \$3,311 \$19.10	\$41,510 \$3,459 \$19.96	\$43,301 \$3,608 \$20.82	\$45,092 \$3,758 \$21.68	\$46,883 \$3,907 \$22.54	\$48,661 \$4,055 \$23.39
<b>B/23</b>	\$43,275 \$3,606 \$20.81	\$45,224 \$3,769 \$21.74	\$47,173 \$3,931 \$22.68	\$49,109 \$4,092 \$23.61	\$51,058 \$4,255 \$24.55	\$53,007 \$4,417 \$25.48
<b>B/24</b>	\$45,896 \$3,825 \$22.07	\$48,187 \$4,016 \$23.17	\$50,479 \$4,207 \$24.27	\$52,770 \$4,397 \$25.37	\$55,075 \$4,590 \$26.48	\$57,366 \$4,780 \$27.58
<b>B/25</b>	\$49,360 \$4,113 \$23.73	\$51,835 \$4,320 \$24.92	\$54,298 \$4,525 \$26.10	\$56,774 \$4,731 \$27.30	\$59,237 \$4,936 \$28.48	\$61,712 \$5,143 \$29.67
<b>B/2premA</b>	\$53,785 \$4,482 \$25.86	\$56,485 \$4,707 \$27.16	\$59,171 \$4,931 \$28.45	\$61,857 \$5,155 \$29.74	\$64,544 \$5,379 \$31.03	\$67,244 \$5,604 \$32.33



**American Federation State County Municipal Employees Salary Schedule 2017-2018**

<b>DBM/Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>C/41</b>	\$50,584	\$53,112	\$55,641	\$58,170	\$60,698	\$63,227
	\$4,215	\$4,426	\$4,637	\$4,847	\$5,058	\$5,269
	\$24.32	\$25.53	\$26.75	\$27.97	\$29.18	\$30.40
<b>C/42</b>	\$53,785	\$56,485	\$59,171	\$61,857	\$64,544	\$67,244
	\$4,482	\$4,707	\$4,931	\$5,155	\$5,379	\$5,604
	\$25.86	\$27.16	\$28.45	\$29.74	\$31.03	\$32.33
<b>C/43</b>	\$56,998	\$59,842	\$62,700	\$65,545	\$68,402	\$71,247
	\$4,750	\$4,987	\$5,225	\$5,462	\$5,700	\$5,937
	\$27.40	\$28.77	\$30.14	\$31.51	\$32.89	\$34.25
<b>C/44</b>	\$60,211	\$63,227	\$66,243	\$69,246	\$72,261	\$75,264
	\$5,018	\$5,269	\$5,520	\$5,770	\$6,022	\$6,272
	\$28.95	\$30.40	\$31.85	\$33.29	\$34.74	\$36.18
<b>C/45</b>	\$63,425	\$66,598	\$69,759	\$72,933	\$76,106	\$79,281
	\$5,285	\$5,550	\$5,813	\$6,078	\$6,342	\$6,607
	\$30.49	\$32.02	\$33.54	\$35.06	\$36.59	\$38.12
<b>C/4premB</b>	\$86,108	\$89,009	\$93,648	\$98,275	\$102,902	\$107,639
	\$7,176	\$7,417	\$7,804	\$8,190	\$8,575	\$8,970
	\$41.40	\$42.79	\$45.02	\$47.25	\$49.47	\$51.75

B/2premA is reserved for Dental Hygienists  
 C/4premB is reserved for Physician Assistants

Note: The monthly is based on the annual divided by 12; the hourly is based on the annual divided by 2080. Employees who are paid on a salary basis are paid the same salary each pay period regardless of the hours in that pay period. Semi-monthly salary is based on the annual salary divided by 24.