

**AGREEMENT
BETWEEN**

DESCHUTES PUBLIC LIBRARY DISTRICT

&

**AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES (AFSCME)**

LOCAL 3997-2

July 1, 2015 – June 30, 2018

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PREAMBLE

This Agreement is made and entered into by and between Deschutes Public Library District (hereinafter the District) and the American Federation of State, County and Municipal Employees Council 75 (hereinafter the Union), for the purpose of fixing wages, hours, benefits, and mandatory conditions of employment.

It is also the purpose of this Agreement to promote the mutual interests of the District and its employees and to provide for the operation of the District's business under methods that will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to production. The parties will cooperate fully to secure the advancement and achievement of these purposes.

ARTICLE 1 - RECOGNITION

Section 1

The Deschutes Public Library District recognizes the Union as the sole and exclusive bargaining agent for all regular employees of the District excluding supervisory and confidential employees, temporary employees, and employees who work less than 80 hours per month.

Section 2

If the District establishes a new classification included in the bargaining unit or reclassifies an existing bargaining unit position, the District shall notify the Union in writing in a timely manner.

ARTICLE 2 - UNION SECURITY

Section 1

The Union shall notify the District in writing of its staff representative of the Local, Council 75, or International, American Federation of State, County and Municipal Employees, AFL-CIO. Upon proper introduction and notice, the representative shall have reasonable access to the premise of the District during all working hours to conduct Union business. These representatives shall observe any security regulations of the District. Such visits are not to interfere with the normal flow of work.

Section 2

Unless otherwise provided in the Agreement, the internal business of the Union shall be conducted by the employees during non-duty time. Union Stewards will be allowed to meet with management and to present and discuss grievances and to represent workers during district initiated disciplinary meetings on duty time without loss of pay as long as public/essential services are not disrupted, extra work hours and/or overtime are not incurred, and time away is pre-approved by management.

Section 3

The Union shall notify the District of the selection of Stewards and their alternates.

Section 4

The District agrees to provide bulletin board space for each department to be used exclusively by the Union for the posting of official Union notices. The Union agrees that it will not post material that is profane, obscene or defamatory of the District.

Section 5

The Union shall notify the Employer of the current rate of dues in a timely manner, which will enable the Employer to make the necessary payroll deductions as specified.

Section 6 (hold harmless)

The employer will not be held liable for check-off errors, but will make proper adjustments with the Union for errors as soon as is practicable if notified with ten (10) days of the error. In no case shall such an adjustment extend beyond the following pay period.

Section 7 (report for Union)

The employer will mail a monthly report to the union at the end of each pay period that includes:

- a. A list showing dues paying members in the prior pay period
- b. New hires/changes with position, FTE, start date, mailing address, and phone number
- c. Terminations with last day worked occurring in the prior pay period

Section 8 (union orientation)

The union may submit an informational memo that will be included in the online orientation, as well as be allowed 15 minutes paid time during regularly scheduled orientation for the purpose of providing information about the union.

Section 9

The District agrees to deduct monthly membership dues from the pay of those individuals who request deductions in writing. The amount to be deducted shall be certified to the District by the treasurer of the Union, and the aggregate deduction shall be remitted monthly, together with an itemized statement, to the treasurer of the Union.

Section 10

Upon request and approval, the Union shall be allowed the use of meeting rooms of the District for meetings when such meeting rooms are available and the meeting would not interfere with the business of the District.

Section 11

The District agrees to inform all new bargaining unit employees of the Union's exclusive representation status and shall provide all employees with a copy of the Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

In order to operate its business, the District, in its sole discretion, retains and shall have the following exclusive rights: to determine the number, location and type of facilities; to determine the type and/or quality of services rendered; to determine the methods, techniques and equipment utilized; to hire, supervise, evaluate, discipline, discharge, promote, demote, lay off, transfer and recall the work force; to assign work and change, combine, create or abolish job classifications and job content; to establish and make known reasonable work rules and safety rules for all employees; to contract; and to determine the number of employees, including the number of employees assigned to any particular operation or shift.

Any of the rights, powers, authority and functions the District had prior to the negotiation of this Agreement are retained by the District and the expressed provisions of this Agreement constitute the only limitations on the District's right to manage its business. The District not exercising rights, powers, authority and functions reserved to it, or its exercising them in a particular way, shall not be deemed a waiver of said rights, powers, authority and functions or of its right to exercise them in some other way not in conflict with a specific provision of this Agreement.

All other traditional rights of management are also expressly reserved to the District and the express provisions of this Agreement constitute the only limitations upon the District's right to manage its business.

ARTICLE 4 - NON-DISCRIMINATION

Section 1

The District and the Union agree not to discriminate against any employee because of race, color, sex, age, national origin, marital status, religion, disability, sexual orientation, union membership or non-membership.

Section 2

The terms of this Agreement shall be applied equally to all members of the bargaining unit.

ARTICLE 5 - PROBATIONARY EMPLOYEES

Section 1

Every new employee shall serve a probationary period of twelve (12) months unless modified by mutual written agreement. Probationary employees shall not have access to the grievance process for discipline or discharge.

Section 2

Employees who are promoted shall be required to serve a 12-month probationary period unless modified by mutual written agreement.

Section 3

Each employee shall be assessed at least two times during his/her probationary period, at six (6) months and twelve (12) months, unless modified by mutual agreement between the employee and his/her supervisor. If an employee's performance is not satisfactory, he/she shall be given notice of the areas of his/her deficiencies. An employee shall advance to the next step of his/her pay range upon satisfactory completion of his/her probationary period and has received a satisfactory performance assessment. (Please see Article 8, Section 3(B) for time lines.)

Section 4

Any employee who is terminated during his/her probationary period shall be given notice of the reason or reasons for the termination.

ARTICLE 6 - DISCIPLINE AND DISCHARGE

Section 1

The principles of progressive discipline shall be used except when the nature of the problem requires more serious action. A non-probationary employee shall not be disciplined or discharged without cause. Probationary employees shall not be covered by this Article.

Section 2

Discipline shall consist of one of the following:

- a) Oral warning
- b) Written warning
- c) Suspension
- d) Discharge

Section 3

Disciplinary action shall be accomplished in a manner that affords the employee the most protection possible from embarrassment before other employees and the public.

Section 4

When the District intends to take disciplinary action involving written warning, suspension or discharge, the District shall notify the employee and the Union in writing of the charges against the employee and the proposed disciplinary action and shall provide the non-probationary employee with the opportunity to respond to the charges at a hearing with the supervisor or person having authority to impose the proposed disciplinary action.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1

The District will promptly consider and respond to employee grievances relating to the provisions of this contract. Furthermore, the District prefers to correct the causes of grievances informally and encourages both supervisors and employees to resolve problems as they arise.

An employee, at his or her discretion, may elect to be represented by the Union at any step of the grievance procedure.

Section 2 - Grievance Procedure

The following steps are to be followed in submitting and processing a formal grievance

- Step I. The aggrieved employee or group of employees should verbally present the grievance to the immediate supervisor within fourteen (14) calendar days of the occurrence of the problem or within fourteen (14) calendar days of the time the employee becomes aware of the problem. The supervisor shall give his/her oral reply within fourteen (14) calendar days of the date of the presentation of the grievance, not including the date of presentation.
- Step II. If the grievance is not fully settled in Step I, it shall, in detail, be reduced to writing, dated, signed by the aggrieved employee or group of employees, and presented by the aggrieved party to the Director within fourteen (14) calendar days after the supervisor's written reply is given (not including the day the answer is given). The Director shall reply in writing to the grievance within fourteen (14) calendar days of the date of the presentation of the written grievance (not including the day of presentation).
- Step III. If the grievance is not settled at Step II, the written grievance is to be presented by the aggrieved party, along with all pertinent correspondence, records and information, to the District Board at the Board's next regularly scheduled monthly meeting. The Board may meet with the union representatives, aggrieved employee or group of employees, the immediate supervisor, and the Director. The Board will hold a hearing (if requested by the Union) before issuing a reply. A representative from AFSCME shall be allowed to take part in the hearing before the Board and will be allowed to make comments and recommendations to the Board. The Board shall reply to the grievance in writing within forty-five (45) days after the date of the presentation of the written grievance to the Board. The decision of the Board shall be final and binding.

Section 3 - Time Limits

If the grievance procedures established by this Section are not initiated within the time limits, the grievance shall be considered not to have existed.

Section 4 - District Liability

If the District fails to meet or answer any grievance within the time prescribed for such action, the grievance shall automatically advance to the next step.

Section 5 - Extension of Time Limits

The time limits for the initiation and completion of the steps of the grievance procedure may be extended by mutual consent of the parties involved. Mutual consent should be indicated in writing and signed by all parties involved.

Section 6 - Performance Evaluation

Any grievance relating to a performance evaluation is limited to Step II of the Grievance Procedure.

Section 7 - Prohibited Practices

No employee can be disciplined or discriminated against in any way because of the employee's use of the grievance procedure.

ARTICLE 8 - SALARY ADMINISTRATION

Section 1

Pay for employees in the bargaining unit shall be in accordance with the District Titles and Pay Range attached as Appendix D.

Section 2

All employees shall normally be paid on the last working weekday of the month.

Section 3

- A. Employees shall be eligible for annual merit increases on their eligibility date provided that the employee is not at the top step of the salary range of his/her classification.
- B. Every employee shall receive a performance assessment at least annually by the employee's eligibility date. The eligibility date is based on the following: If hired on the 23rd of the month through the 7th of the following month, the performance assessment will be completed by the 23rd of the first month and will be retroactive to the 23rd of that month. If hired on the 8th through the 22nd of a month, the performance assessment will be completed by the end of the month and will be effective on the 23rd of that month. These dates coincide with current pay date schedules. Annual merit increases shall not be withheld unless an employee's performance is not successful. If the employee's performance assessment is not completed by his/her eligibility date, he/she will receive his/her merit step increase.

Section 4

Regular full time employees who have worked continuously for the District receive an additional fifty dollars (\$50.00) per month for each five years of continuous service worked. Regular part-time employees (regular part-time is any position assigned a regular schedule equal to half or more of the regularly scheduled full-time hours) shall receive a pro-rated share of the \$50.00 in relation to their regular schedule. Layoffs of less than eighteen (18) months shall not jeopardize the accrual.

Section 5

The District expressly reserves the right to adjust the salary schedule upward in order to recruit and retain employees. Prior to adjusting the salary schedule, the Union shall be notified in writing and provided an opportunity to confer.

ARTICLE 9 - ON CALL AND CALL BACK TIME

On-Call: Is defined for the purpose of this Agreement as time an employee must be able to be contacted either by telephone, cellular phone, or pager. The employee must be able to respond within a time frame determined by the supervisor. Compensation to employees for this on-call responsibility will be two (2) hours per day at the employee's current hourly rate.

Work by Telecommunications: Any work performed by telecommunications from home as a result of on-call will be paid in accordance with the Fair Labor Standards Act (FLSA).

Call Back: Is defined for the purpose of this Agreement as that time employees spend beyond their normal work schedule and delivered on-site as a result of being called back due to an emergency and/or special circumstances. When called back, employees will receive compensation in accordance with the FLSA. In no case will an employee receive less than two (2) hours compensation for being called back to work.

Note: When possible and within budget constraints, the supervisor or designee will honor the employee's request regarding the method of compensation, either comp time or pay.

ARTICLE 10 - HOURS OF WORK

Section 1

The standard workweek is Saturday through Friday.

Section 2

- A. A regular full-time work schedule consists of five (5) consecutive eight (8) hour shifts, with two (2) consecutive days off.
- B. A regular part-time work schedule consists of a schedule with 20 hours to 39 hours per week, with a minimum of two (2) consecutive days off.
- C. An employee may request a flexible and/or alternative work schedules, which can include days worked and/or number of hours in a day, may vary on a weekly basis with approval from the supervisor and as long as no conflicts occur with the FLSA.
- D. Work schedules shall be determined by the supervisor or designee, subject to approval by the Director.

Section 3

Regular work schedules will not be changed with less than twenty-one (21) calendar days advance notice, unless the operating needs of the District require it or an employee voluntarily agrees to an earlier implementation date.

Section 4

Each employee shall be granted an uninterrupted rest break of fifteen (15) minutes for each one-half (1/2) shift. The rest breaks shall be scheduled as near the midpoint of each one-half (1/2) shift as possible.

Section 5

All full time employees shall be permitted a non-duty meal period during their work shifts. Non-duty meal periods shall be no less than thirty (30) minutes and shall be scheduled as near to the middle of the work shift as possible.

Section 6

Nothing in this Article shall be construed as a guarantee of hours.

ARTICLE 11 - OVERTIME AND COMPENSATORY TIME

Section 1

All non-exempt employees shall be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay for all hours worked in excess of 40 hours during the regularly scheduled workweek. Hours worked shall include holidays, vacation, and compensatory hours that are authorized and scheduled in advance in accordance with District policy.

Section 2

By mutual agreement, a non-exempt employee may receive compensatory time off at the rate of one and one-half (1-1/2) times their regular rate of pay for overtime earned in accordance with Section 1. Compensatory time accrual shall not exceed 80 hours. Compensatory time beyond 80 hours accrual will be paid time.

Section 3

Overtime shall be approved in advance by an employee's supervisor. Exceptions for documented emergencies will be made.

Section 4

Subject to operational needs, the District shall attempt to offer overtime opportunities as equally as possible among qualified employees in the department where overtime work is needed.

ARTICLE 12 - WORK-OUT-OF-CLASS

Section 1 – Work-Out-Of-Class

The District agrees to compensate an employee, assigned in writing to assume major distinguishing duties of a position in a higher classification, a 10% differential where such an agreement is for ten (10) consecutive days or more. The additional compensation shall begin on the first day.

Section 2 – Reclassification

If an employee believes that he/she is working significantly outside his/her classification, he/she may request that his/her job be reviewed for a reclassification. Requests for reclassification review must be made through the employee's supervisor and are limited to one per employee per calendar year provided there is no significant change in job duties. In the event a reclassification is approved by the Director, it will be retroactive to the 1st of the month following the day the reclassification request was presented to the supervisor.

ARTICLE 13 - VACANCIES

Section 1

Vacancies of Union covered positions shall be posted on the Intranet no fewer than seven (7) calendar days, with the following exception: Positions may be posted fewer than seven (7) days when the District determines that there is a pressing need to fill the vacancy.

Section 2

The decision to hire, transfer, assign and promote employees shall be based on skill, ability, qualifications, recency of experience, training, length of service and work record. In recognition of seniority, the senior employee shall have preference if all the foregoing factors are equal in the sole judgment of the District.

Section 3

Employees who apply for a position opening within the District shall be entitled to an interview provided they have satisfactory performance in their present position, have passed their probationary period, and meet the minimum job qualifications.

Section 4

Employees who apply for a position and do not receive it, shall be given the reason for their non-selection should the employee request a reason.

ARTICLE 14 - ASSIGNMENT OF PERSONNEL

Section 1

The decision to hire, transfer, assign, promote and lay off employees shall be based on skill, ability, qualifications, recency of experience, training, length of service and work record. In recognition of seniority, the senior employee shall have preference if all the foregoing factors are equal in the sole judgment of the District. The District shall make every effort to transfer laid off employees into any vacant position for which they are qualified. Employees shall be notified of layoff at least thirty (30) days in advance of layoff.

Section 2 - Recall

Employees shall be eligible for recall for a period of twelve (12) months. Employees shall be notified of recall in writing at their last known address and shall have seven (7) working days in which to respond. The District will make every effort to place laid off employees in any other position for which they are qualified.

ARTICLE 15 - PERFORMANCE ASSESSMENTS

Section 1

Each employee shall receive a performance assessment prepared by his/her supervisor or designee at least annually according to the time lines in Article 8, Section 3 (B) of this Agreement. The rater shall discuss the performance assessment with the employee. The employee shall have the opportunity to add his/her comments to the performance assessment. The employee shall sign the performance assessment and that signature shall only indicate that the employee has read the performance assessment. A copy shall be provided to the employee at the time.

Section 2

Classification specifications shall be provided to the employee upon hiring and shall be posted on the Intranet, with an e-mail update sent to staff upon revision.

ARTICLE 16 - LONGEVITY AND LENGTH OF SERVICE

Section 1

Length of service and longevity is determined by the length of an employee's continuous regular full-time or regular part-time service (regular part-time is any position assigned a regular schedule equal to half or more of the regularly scheduled full-time hours) with the District, including time spent as a County employee transferred to the District.

Section 2

Length of service (longevity) shall terminate in the event of the following:

1. Voluntary termination for greater than three (3) months except under special circumstances to be determined by the District.
2. Discharge for cause.
3. A layoff period for greater than eighteen (18) months.
4. Failure to report to work at the termination of an extended leave of absence.
5. Acceptance of employment without permission while on leave of absence.
6. Retirement.

ARTICLE 17 – HOLIDAYS

Section 1

The following shall be recognized as paid holidays:

New Year's Day (January 1)	Labor Day
President's Day	Thanksgiving Day
Martin Luther King, Jr. Day	Day After Thanksgiving
Memorial Day	Christmas Eve Day (December 24)
Independence Day (July 4)	Christmas Day (December 25)

Holidays shall be observed on the holiday identified. When Christmas Day falls on a Sunday, then Monday will be a closed, non-paid day. Employees who are eligible for holiday pay and not scheduled to work on the holiday shall take an equivalent amount of holiday leave within 30 days following the holiday. Holidays that occur during paid time management shall not be charged against time management. In order to qualify for holiday pay, employees must work their normal workday before and after the holiday or be on authorized leave of absence with pay.

Section 2

Regular, full-time employees shall be compensated at the straight time rate of eight (8), nine (9) or ten (10) hours for each recognized holiday, depending on the number of hours they are normally scheduled to work for the day. All regular, part-time employees (half-time or more) shall be compensated at the straight time rate on a pro-rated basis for each recognized holiday.

Section 3

Work performed by non-exempt employees on holidays that fall within the regular work schedule shall be considered as overtime work, and the employees who work on such holidays will be granted time off or compensation pay on the basis of time-and-one-half for the hours worked in addition to their regular holiday pay. Employees working on New Year's Day, Thanksgiving and/or Christmas will be compensated at the rate of double time in addition to their regular holiday pay. Compensatory holidays off shall be scheduled on date requested by the employee, subject to approval of the supervisor.

Section 4

Full and part-time employees who have recognized holidays falling on their days off will be credited with straight compensatory time off for these holidays. Compensatory holidays off shall be scheduled on date requested by the employee, subject to approval of the supervisor.

ARTICLE 18 - TIME MANAGEMENT

The specific application of this section will be governed by the Time Management Program. (Appendix B of this Agreement)

Section 1 - Eligibility

Regular full-time and regular part-time employees can use their accrued leave as soon as it is accrued after receiving authorization from the supervisor or designee. Leave accrual for regular part-time personnel is computed on the basis of the percentage of hours worked each month.

Section 2 - Leave Accrual

Leave accrues while an employee is on leave with pay, but not while on leave without pay. No employee can be granted leave without pay until after leave that has accrued to his/her credit is exhausted.

Section 3 - Payment Upon Separation

An employee who terminates his/her employment is entitled to cash compensation in lieu of leave. In case of death, compensation for accrued time management will be paid to the employee's estate.

Section 4 - Leave Scheduling

The supervisor or designee shall establish staffing schedules to provide for requested leave for employees annually, and employees are to take leave at the time scheduled. A record of time taken shall be kept on file in the department. Such schedules may be amended to meet work emergencies. In establishing regular schedules, the supervisor or designee shall give due consideration to the desires of individual employees, while weighing the work requirements of the department. Whenever possible, and when time off has not already been approved, length of service shall prevail where there is a conflict between two or more employees wanting the same time off for vacation purposes.

Section 5 - Mandatory Leave

At least once each year, all regular employees must be allowed to take five (5) days consecutively if accrued.

ARTICLE 19 - SICK LEAVE

Section 1 - Notification

When an employee is physically unable to perform duties because of illness or injury, the employee shall notify his/her immediate supervisor as soon as possible prior to the beginning of his/her shift. At the request of the immediate supervisor or other supervisor, the employee will obtain certification from an attending physician, documenting the nature and period of illness.

Section 2 – Usage (Sick Bank)

Because of the new Time Management Program, this Article applies only to those employees who have time accrued in the sick leave bank. Sick leave shall be used only for the following:

1. Health care.
2. Exposure to contagious disease under circumstances by which the health of fellow employees or the public would be endangered.
3. Leave for family member illness in accordance with State and Federal Family Medical Leave laws.
4. Leave for childbearing is treated as a medical condition and is covered by sick leave with pay.
5. Maternity and paternity leave to be granted in accordance with State and Federal Law.

Section 3 - Leave Without Pay

Upon written application of an employee, leave without pay may be granted by the Director for a reasonable period of disability after earned leave has been exhausted. In no instance shall such leave without pay exceed six months.

Section 4

The District will allow sick bank rollover in accordance with the rules established by PERS.

ARTICLE 20 - LEAVES OF ABSENCE

Section 1

Full-time and part-time employees shall be granted leave with full pay, computed on the basis of their normal number of working hours per day, at the employee's regular straight time hourly rate, any time they are required by summons or subpoena to report for jury duty or jury service. Any jury duty pay earned while on District working time, other than transportation reimbursement, shall be endorsed to the District.

Section 2

Leave credit shall continue to accrue to those employees who are on leave with pay. For the accumulation of leave credit and the granting of leave, computation shall be made in hourly units. Deductions shall not be made from leave accumulations for regularly assigned days off, or for District holidays occurring during a period of leave with pay, if the employee returns to work on the first day thereafter or has been granted additional leave.

Section 3

Employees shall be entitled to family medical and parental leave in accordance with Federal and Oregon law.

Section 4

An employee, who is a member of the National Guard or the reserve of any branch of the U.S. Military or the United States Public Health Services, is entitled to military leave not to exceed fifteen (15) calendar days per training year. Such leave will be granted without loss of time, pay or other leave and without impairment of merit rating or other rights or benefits.

Section 5

After completing one year of continuous service, a regular full-time employee, upon written request, may be granted a leave of absence without pay by the Director (with departmental approval) for the purpose of upgrading his/her professional ability through enrollment in educational courses at an accredited school. The period of such leave of absence may not exceed one year, but may be renewed or extended upon request of the employee and approved by the Director.

Section 6

Employees may be granted time off with pay for educational purposes to attend conferences, seminars, briefing sessions, training programs and other programs of a similar nature required or approved by the supervisor.

Section 7

Leave with pay shall be granted for actual work time missed for an appearance on the District's behalf, connected with his/her official duties before a court, legislative committee, judicial or quasi-judicial body as a witness if required by the District. Employees shall return to the District any compensation, excluding mileage, received as a result of such duty.

Section 8

Special paid leave may be granted to impacted employees when an assigned work location is closed as a result of weather emergencies, natural disasters, facility maintenance, or other emergency situations, and when an alternate work location is not available. Special paid leave is granted at the discretion of the Director or designee to address closures of short duration. Such leave will not affect an employee's earned leave.

Section 9

Compassionate leave is provided in the event of the death of an employee's parents, parents-in-law, spouse, domestic partner, significant other residing in the household, sister, brother, children, grandparents, grandchildren, or other close relative. Full-time staff may use up to 40 hours paid leave per occurrence, with part-time staff being prorated based on their scheduled FTE. In addition, employees may use an additional 40 hours of time management or unpaid time for the purpose of compassionate leave.

Section 10

The Director may grant a leave of absence without pay not to exceed thirty (30) calendar days.

Section 11

Leaves of absences without pay may not be granted until all accrued leave has been exhausted.

ARTICLE 21 - HEALTH AND OTHER INSURANCE

Section 1

Insurance is to include the following:

- * Health Insurance
- * Vision Insurance
- * Dental Insurance
- * Prescription Drug Insurance
- * Orthodontic Insurance
- * Employee Life Insurance
- * Dependent Life Insurance
- * Long Term Disability
- * Admin Fee for self-insurance not to exceed \$7.00 per person per month

The District shall contribute to eligible and participating full and part-time employees based on their scheduled FTE and tier enrollment. The figures below represent full-time FTE premium shares. Part-time staff contributions are equal to their scheduled FTE times the year's Total Premium Allowance for the enrolled tier.

Year EE/ER %	Single EE/ER	Employee + Children EE/ER	Employee + Spouse EE/ER	Employee + Family EE/ER
2015 Premium Allowance up to	\$692	1,261	1,347	1,917
9%/91%	\$62/\$630 <i>Estimated</i>	\$113/\$1,148 <i>Estimated</i>	\$121/\$1,226 <i>Estimated</i>	\$173/\$1,744 <i>Estimated</i>
2016 9%/91%	Premium share depends on plan renewed			
2017 9%/91%	Premium share depends on plan renewed			

When health care premiums increase, the Total Premium Allowance may increase up to 3% each year. Actual contributions may fluctuate based on health plan adopted to stay within the Total Premium Allowance identified.

Section 2

Other insurance is to include the following:

- * Unemployment Insurance
- * Retirement Health Insurance

Section 3

In addition to health insurance and other insurance, the District will make available to AFSCME represented employees a qualified IRS 125 plan.

Section 4

The District will provide insurance benefits at the same level and under the same conditions as a regular full-time employee to retired District employees collecting PERS who have worked for the District for thirty (30) years or more on a full-time basis. This benefit will be provided until the employee reaches the age of sixty-five (65), or until eligible for Medicare.

Employees who retire from the District with more than fifteen (15) years and less than thirty (30) years of full-time service are eligible to receive a District contribution towards their monthly insurance premiums in accordance with the following schedule until age sixty-five (65) or until eligible for Medicare:

<u>Years of Service</u>	<u>District Contribution</u>
0-14	-0-
15-19	\$ 50.00
20-24	\$100.00
25-29	\$150.00

Section 5

Only full-time employees will be eligible for benefits in accordance with this contract. Regular part-time employees (half-time or more) will be eligible for pro-rated benefits if they choose to pay the difference.

Section 6

Workers' Compensation will be paid at the rate mandated by Oregon State Law.

Section 7

The District Insurance Benefits Advisory Committee, including three (3) AFSCME representatives or other mutually agreed upon equal number to management representatives (see Appendix C), shall meet at least three (3) times per year for the purpose of reviewing program performance and advising the District Board on desired changes in Insurance Benefits. By agreement of all committee members, e-mail communication may substitute for two of these meetings. The committee shall meet and review any proposed changes to the Insurance Benefits Plan before a change is made.

Health benefits and other insurance will be provided to AFSCME represented employees under the same conditions and restrictions as provided to non-represented employees. Coverage may be adjusted or modified by the District upon the recommendation of the District Insurance Benefits Advisory Committee.

ARTICLE 22 - RETIREMENT

The District shall be a participant in the Public Employees Retirement System (PERS) or its equivalent.

After the employee has completed his/her six full months' employment period and holds a position requiring that the employee work in excess of 600 hours per year, the District shall make contributions to PERS in accordance with levels established for the employee's position.

In the event that state law provides for other alternatives, members of AFSCME will be afforded the same options available to non-represented employees.

The District will continue to provide a Deferred Compensation Plan in compliance with IRC 457. The plan will be available to all AFSCME bargaining unit employees.

ARTICLE 23 - TRAVEL EXPENSES

A subsistence allowance is paid to District employees who are away from the District on official District business. This reimbursement is calculated when the employee returns actual receipts for meals, lodging and other necessary expenses. A per diem allowance is available as an alternative. No reimbursement for alcohol is allowed. Employees are expected to be frugal in making such expenditures. Expenditures considered unnecessarily indulgent may be denied reimbursement.

The following procedures will be used to reimburse District employees for travel and expenses:

1. When travel is necessary, employees are encouraged to use their personal credit cards and/or cash and request reimbursement for authorized expenditures.
2. Cash advances from the District will not be authorized unless checks are issued for per diem travel purposes or to a specific vendor, such as a hotel or conference authority for registration purposes.
3. When requesting reimbursement for travel (mileage, meals, lodging, parking, etc.) and other miscellaneous expenses, a travel expense sheet must be completed, signed and accompanied either by original expense receipts or for per diem reimbursement. If the travel expense sheet is not completed properly, it will be returned to the employee.
4. Reimbursement follows IRS guidelines. These amounts are posted on the Accounting website.
 - Lodging expenses exceeding posted amounts or as identified in Article 23 need prior approval. Per diem is available for meals and incidentals. The maximum allowable tip for meals is 15 %. If this limit is exceeded, the District will only reimburse 15 % for the tip.
5. Within budget guidelines and subject to available funds, there will be reasonable exceptions made. For example:
 - a. The scheduled banquet for a conference exceeds the maximum dinner allowance.
 - b. The lowest priced room at a conference exceeds the maximum lodging reimbursement.
 - c. There are circumstances that do not allow the employee to secure lodging below the maximum level.

When submitting reimbursement requests that require an exception, it is the employee's responsibility to provide a written explanation detailing why an exception should be granted.

6. If the District adjusts reimbursement allowances for other non-represented employees during the term of this Agreement, such adjustments shall apply to bargaining unit employees.
7. Mileage reimbursement rates will be the same as non-represented employees. The rates are adjusted annually based on the rate allowed by the IRS.

ARTICLE 24 - SAFETY

Section 1

The District and the Union agree to cooperate in the continuing objective to address employee safety and eliminate accidents and health hazards.

Section 2

All employees are encouraged and expected to inform their supervisor of safety concerns in the work place including health and safety issues. It is clearly understood that the District shall take no reprisals against employees for reporting issues to their supervisor or Director.

Section 3

The District will continue an effective risk management program following OSHA guidelines for safety committees and will review issues reported in Section 2 above. The Union shall be entitled to have a representative on each committee. Minutes from safety committee meetings shall be posted in affected areas.

ARTICLE 25 - PROFESSIONAL DEVELOPMENT

Section 1

The District shall pay for the professional registration, certification, professional membership dues or licensure of all full-time professional staff required to maintain their registration, certification or licensure as a condition of employment and as required by state law.

Section 2

Professional development is a shared responsibility of the employee and Library District. Employees who wish to attend an optional class, conference, workshop, or professional activity, shall submit a request to their supervisor for full or partial release time, as well as full or partial reimbursement for registration, transportation, meals, or lodging, not to exceed the amounts outlined in Article 23.

Section 3

In the event an employee utilizes his/her license for any private gain and/or any non-district services, he/she shall reimburse the District the full amount expended for professional development on his/her behalf.

ARTICLE 26 - RIGHT TO CONTRACT

The District expressly reserves the right to contract any and all District work and services to non-District employees. The District agrees to fulfill its obligations under the Public Employee Collective Bargaining Act (PECBA) before contracting out any work. The District agrees that it will not contract out services with the purpose to end the Union's representation status.

ARTICLE 27 - SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 28 - SCOPE OF AGREEMENT

Section 1

The Agreement expressed herein in writing constitutes the entire Agreement between the parties. This Agreement shall supersede all previous oral and written agreements between the District and the employees. It is agreed that the relations between the parties shall be governed by the terms of this Agreement only, no prior agreements, understandings, past practices, existing conditions, prior benefits, oral or written, shall be controlling or in any way affect the relations between the parties, or the wages, hours and working conditions unless and until such agreement, understandings, past practices, existing conditions and/or prior agreements shall be reduced to writing and duly executed by both parties.

Section 2

In the event the District intends to make a unilateral change in a mandatory subject of bargaining as determined by the Employment Relations Board, the District agrees to notify the Union and subsequently fulfill its obligation under the PECBA prior to making said change.

ARTICLE 29 - TERM OF THE AGREEMENT

This Agreement shall be effective July 1, 2015 and shall remain in full force and in effect through June 30, 2018. However, Article 2 shall be re-opened on the issue of Fair Share if the union achieves 70 % membership.

ARTICLE 30 – WAGES

Based on the CPI-U Portland/Salem (January), COLA adjustments of up to 3% will be made each July to the salary schedule beginning July 2016 when property tax revenue shows a 2% increase or more over prior year's revenues.

July 2015 (See Appendix D)

A new salary range with 3% steps is effective June 23, 2015 (July payroll).


All employees will receive a 2.45% adjustment to their salary as of June 22, 2015 and will then be placed at the step closest to their current salary without experiencing a reduction. Employees with a current salary exceeding the new salary range will be frozen at their current salary until the amount (salary) no longer exceeds the salary range.

July 2016 COLA based on Article 30, paragraph one, when the fall 2015 County Assessor's Summary of Assessment and Tax Roll (SATR) report shows a 2% increase or more for property tax revenue for the Library District.

July 2017 COLA based on Article 30, paragraph one, when the fall 2016 County Assessor's SATR report shows a 2% increase or more for property tax revenue for the Library District.

Signed:

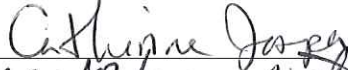
AFSCME

Jared Kollen 

Date: 5/27/15

Contract Negotiating Team

Catherine Jasper



Date

5/27/15

Allison Konwinski



Date

5/27/15

Mary Olson



Date

5/27/15

Paul Poncy

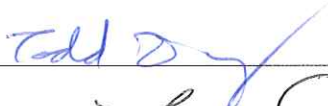


Date

5/27/15

Management

Todd Dunkelberg, Director

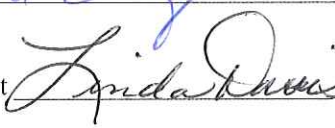


Date

6/10/15

District Board

Linda Davis, Library Board President



Date

6/10/15

APPENDIX "A" - SUBJECT: FAIR LABOR STANDARDS ACT

WORKWEEK: Workweeks and work schedules shall be determined by the Director. The standard workweek is Saturday through Friday.

TIMESHEETS: (Non-exempt employees) Due to the Fair Labor Standards Act timesheets must be processed by all non-exempt employees. If an employee is absent on the day that payroll is due, the timesheet is processed to Accounting by the supervisor or designee; if needed, the original timesheet can be processed to Accounting when the employee returns to work. The timesheets must be filled in with the number of hours worked for each day worked. This information is required for both salaried and hourly non-exempt employees. If the employee is using time management or compensatory time, appropriate codes are to be used to show how hours are allocated.

Exempt employees (not subject to the FLSA and overtime requirements) shall also process timesheets as instructed through Accounting.

OVERTIME: (All non-exempt employees) Basis for payment of overtime is as follows: any time worked over the established workweek of 40 hours per week. Hours worked shall include holidays, vacation and compensatory hours that are authorized and scheduled in advance in accordance with District policy. Do not include sick leave as hours worked. The rate of pay for overtime is 1.5 times the normal hourly rate. Overtime must be authorized and directed by the Director or Designee.

COMPENSATORY TIME: (Non-exempt employees) In lieu of overtime pay, by mutual agreement between the Supervisor or designee and employee, a non-exempt employee may receive compensatory time off at the rate of 1.5 times their hourly rate of pay. A request to accrue compensatory time off shall be made prior to the end of the pay period in which the overtime is worked. An employee designated to utilize compensatory time off shall have the option to request the day in which such compensatory time off is to be utilized, and the supervisor shall, within the constraints of manpower and scheduling, make every effort to honor that request.

Compensatory time off for approved overtime worked shall be taken within 180 days of the date such overtime was earned. In no event shall compensatory time off accrue beyond a maximum of 80 hours without explicit approval from the Director.

EXCHANGE TIME: (Exempt employees) Exempt employees may be granted exchange time on a one-hour for one-hour basis. This exchange time must be used and monetary compensation cannot be claimed. Exchange time will be used and granted at supervisor's discretion and records of this time will be maintained within the department. Prior approval of hours to be worked and time off must be granted by the supervisor or designee. Maximum accrual shall be determined by the Director, but in no event shall the maximum exceed 40 hours.

TRAVEL TIME: Travel that occurs during an employee's workday is generally included in hours worked. This includes travel from job site to job site and travel to meetings. Where an employee is required to report at a specified place to receive instructions or to pick up and carry tools, the travel between that designated meeting place and the employee's work site is also considered to be travel that is "all in a day's work" and is, therefore, compensable time.

If an employee is given a one-day assignment in another location that does not require an overnight stay, time spent traveling is handled as followed:

Regular employees shall be assigned a base work location at the time of employment. The base work location is the location to which the employee normally reports at the start of the workday.

Employees who must report to an alternate location as part of a work assignment shall be credited with travel time as follows:

- 1) Travel time between work sites shall be counted as work time.
- 2) Travel time from home to the temporary work site which is in excess of commute time from the employee's home to the base work site shall be counted as work time.

All work assignments at alternate locations must be approved by the employee's supervisor.

If the employee's out-of-town assignment requires an overnight stay, time spent traveling to the other city is counted as straight time hours worked. No overtime will be paid for travel time when an overnight stay is involved. The only exception shall be when employees are transporting clients.

APPENDIX "B" - TIME MANAGEMENT - AFSCME

I. PURPOSE

It is the purpose of the District Time Management Program to provide employees with a leave-with-pay program that is easily understood, responsive to individual needs, and easy to administer. This program is also intended to eliminate any abuse of sick leave while rewarding employees for faithful attendance and productivity.

II. SCOPE

This program covers all AFSCME represented employees. Those employees covered by the provisions of this program shall not be eligible for separate leave benefits covering the following:

- * sick leave (non-occupational illness or injury leave, except for previously accrued sick leave benefits used in accordance with Article 19)
- * vacation leave
- * family emergency
- * compensatory time (except as provided by the FLSA)

Non-exempt employees who are eligible for 1-1/2 compensatory time or overtime will still receive such under this program in accordance with the Fair Labor Standards Act. Exempt employees who are eligible for limited one-for-one exchange time in accordance with District policy will still receive such under the time management program.

III. LEAVE-WITH-PAY PROVISIONS

- A. Non-exempt employees will earn time management, based on full-time service, in accordance with the following schedule:

Non Exempt Accrual

Months of Service	Hours of Leave	Earned Leave Accumulation
0- 48 months	168 hours	14 hours/month
49-108 months	192 hours	16 hours/month
109-168 months	216 hours	18 hours/month
169-228 months	240 hours	20 hours/month
229-288 months	264 hours	22 hours/month
289 + months	288 hours	24 hours/month

Exempt employees will earn time management, based on full-time service in accordance with the following schedule:

Exempt Accrual

Months of Service	Hours of Leave	Earned Leave Accumulation
0- 48 months	216 hours	18 hours/month
49-108 months	240 hours	20 hours/month
109-168 months	264 hours	22 hours/month
169-228 months	288 hours	24 hours/month
229 + months	312 hours	26 hours/month

- B. For regular part-time employees, all reference to time accrual or usage in the Time Management Program shall be pro-rated according to the percentage of full-time equivalency authorized for the position.
- C. During the course of the year, absence from work for any reason other than on-the-job illness or injury covered by Workers' Compensation or paid holiday shall be charged against "earned time management" except as provided in Section IV.B. of this policy. Earned time management shall accrue whenever an employee is on pay status with the District. Employees do not accrue earned time management when on leave without pay.
- D. An employee may accumulate time management, including the previous time management balance, if any, to a maximum of twice the annual time management accumulation. On March 31 of each year, any employee accredited with accrued time management greater than twice the annual accumulation shall forfeit the amount above the maximum accumulation. An employee who has acquired the maximum allowable accumulation of earned time management may continue to accumulate earned time management for the balance of the year in which the maximum accrual was reached, provided that the employee take sufficient earned time management to reduce the accumulation to the maximum allowable prior to the following March 31 or forfeit the excess. Employees may appeal the forfeiture of excess time management to the Director.
- E. Upon an employee's termination, after six months of service, all of the employee's earned time management (including time management rollover, if any) shall be paid to the employee at the current rate of pay.
- F. In the event of an employee's death, after six months of service, all earned time management shall be paid to the employee's designated beneficiary at the current rate of pay.
- G. During the first five years of employment, employees shall be required to take a minimum of one (1) week of earned time management per year. Thereafter, employees shall be required to take a minimum of two (2) weeks of earned time management per year.
- H. Employees shall, whenever possible, request time off in advance. Use of such time management must be scheduled between the employee and her/his supervisor or designee. When an employee is sick or an emergency requires her/his presence elsewhere, the employee must notify the supervisor or designee as soon as possible.
- I. After one year of continuous employment, employees may request to convert up to 40 hours of accrued time management to cash on an annual basis. To be eligible, an employee must maintain a minimum balance of one year's accrual of annual time management and must have used at least 40 hours of time management during the previous twelve (12) months. A request for conversion of annual time management to cash must be approved by the Director subject to budget restrictions and is allowed once each fiscal year. The request must be made prior to March 31 and will be included in the employee's April paycheck.
- J. During the last three years prior to retirement, employees may sell up to 80 hours each year of their annual time management accrual at the current rate of pay. Extensions of an employee's

scheduled retirement date notwithstanding, no employee will be entitled to this option in more than three years. This paragraph is not subject to any of the limitations expressed in Section I of this policy.

IV. PRIOR SICK LEAVE ACCUMULATION

An employee's existing sick leave accrual at the time of entering the Time Management Program will be preserved in a separate balance. No additional sick leave will be earned. Existing sick leave will be treated in the following manner:

- A. No compensation for accrued sick leave shall be provided for any employee for any reason, except that one-half of the employee's accrued sick leave shall be paid to the employee or her/his beneficiary upon death or permanent total disability.
- B. Employees will be allowed to convert up to 100 hours of existing sick leave to the earned leave balance on a two-for-one basis (100 hours of sick leave will convert to 50 hours of earned leave).
- C. Existing sick leave (banked sick leave) may be used by employees only after the employee has been absent from work for at least three (3) days in a row for qualifying sick leave utilization per the Personnel Rules. The first three days will be either deducted from earned leave or be identified as leave without pay.

APPENDIX "C" – EMPLOYEES BENEFITS ADVISORY COMMITTEE

SUBJECT: Duties and Responsibilities of the Employee Benefits Advisory Committee.

DISCUSSION: It is the goal of the District Board to provide a quality Health and other insurance benefits program to all regular District employees. In providing these benefits, it is also the responsibility of the District Board to provide such benefits within established budgetary constraints.

POLICY:

In order to assist the District Board in providing a quality Health and other insurance benefits program to all regular District employees, the District will appoint an Employee Benefits Advisory Committee (EBAC).

The primary responsibility of the EBAC will be to meet with Human Resources staff, the agent of record, and insurance representatives, in order to review/evaluate all possible options with regard to employee benefits. The EBAC will make recommendations to the District regarding Health and other insurance benefit levels that are within established budgetary guidelines.

The EBAC will also be a source of advice for the Human Resources Department concerning benefit administration.

EBAC MEMBERSHIP:

The EBAC will be comprised of the following voting membership:

- 3 representatives from AFSCME
- 3 representatives from management
- or other mutually agreed upon equal number of representatives.

The District Director or designee will sit as the non-voting Chair of the committee.

MEETING REQUIREMENTS:

At a minimum, the EBAC will meet three (3) times per Fiscal Year. Additional meetings may be scheduled at the discretion of the committee. By agreement of all committee members, e-mail communication may substitute for two of these meetings.

Minutes of each meeting will be kept and in turn distributed to each committee member and the Director and will be posted on the Intranet.

The meetings will be open to all interested employees.

APPENDIX "D" - SALARY RANGE FOR UNION POSITIONS

Deschutes Public Library
 REPRESENTED POSITIONS
 July 2015

Pay Range	FLSA	Position Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L
1A		No position assigned	\$1,818.83	\$1,873.40	\$1,929.60	\$1,987.49	\$2,047.11	\$2,108.52	\$2,171.78	\$2,236.93	\$2,304.04	\$2,373.16	\$2,444.36	\$2,517.69
2A	NE	Processing Specialist	\$2,000.71	\$2,060.74	\$2,122.56	\$2,186.23	\$2,251.82	\$2,319.38	\$2,388.96	\$2,460.63	\$2,534.44	\$2,610.48	\$2,688.79	\$2,769.46
3A		No position assigned	\$2,200.79	\$2,266.81	\$2,334.81	\$2,404.86	\$2,477.00	\$2,551.31	\$2,627.85	\$2,706.69	\$2,787.89	\$2,871.53	\$2,957.67	\$3,046.40
4A	NE	Materials Specialist	\$2,420.86	\$2,493.49	\$2,568.29	\$2,645.34	\$2,724.70	\$2,806.44	\$2,890.64	\$2,977.36	\$3,066.68	\$3,158.68	\$3,253.44	\$3,351.04
5A		No position assigned	\$2,662.95	\$2,742.84	\$2,825.12	\$2,909.88	\$2,997.17	\$3,087.09	\$3,179.70	\$3,275.09	\$3,373.35	\$3,474.55	\$3,578.78	\$3,686.15
6A	NE	Latino Services Specialist	\$2,929.25	\$3,017.12	\$3,107.64	\$3,200.87	\$3,296.89	\$3,395.80	\$3,497.67	\$3,602.60	\$3,710.68	\$3,822.00	\$3,936.66	\$4,054.76
	NE	Public Services Specialist												
	NE	Graphic Design/Project Assistant												
	NE	Acquisition Specialist												
	NE	Metadata Specialist												
7A		No position assigned	\$3,222.17	\$3,318.84	\$3,418.40	\$3,520.95	\$3,626.58	\$3,735.38	\$3,847.44	\$3,962.86	\$4,081.75	\$4,204.20	\$4,330.33	\$4,460.24
8A	NE	Grants & Development Coordinator	\$3,544.39	\$3,650.72	\$3,760.24	\$3,873.05	\$3,989.24	\$4,108.92	\$4,232.18	\$4,359.15	\$4,489.92	\$4,624.62	\$4,763.36	\$4,906.26
	NE	Volunteer Services Coordinator												
	NE	Coordinator, Adult Programs												
	NE	Marketing and Programs Coordinator												
9A	E	Metadata Librarian	\$3,898.83	\$4,015.79	\$4,136.26	\$4,260.35	\$4,388.16	\$4,519.81	\$4,655.40	\$4,795.06	\$4,938.92	\$5,087.08	\$5,239.70	\$5,396.89
10A	E	Community Librarian	\$4,288.71	\$4,417.37	\$4,549.89	\$4,686.39	\$4,826.98	\$4,971.79	\$5,120.94	\$5,274.57	\$5,432.81	\$5,595.79	\$5,763.67	\$5,936.58
	E	Collection Development Librarian												
11A		No position assigned	\$4,717.58	\$4,859.11	\$5,004.88	\$5,155.03	\$5,309.68	\$5,468.97	\$5,633.04	\$5,802.03	\$5,976.09	\$6,155.37	\$6,340.03	\$6,530.23