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Tillamook County

and

Oregon AFSCME Local 2734

Collective Bargaining Agreement

Expires December 31, 2019

PREAMBLE	1
ARTICLE 1 – RECOGNITION	1
1.1 DESCRIPTION.....	1
1.2 TEMPORARY EMPLOYEES.	1
1.3 NEW POSITION:	1
ARTICLE 2 – UNION SECURITY	2
2.1 CHECK-OFF.	2
2.2 FAIR SHARE.	2
2.3 RELIGIOUS OBJECTION.....	2
2.4 HOLD HARMLESS.	2
2.5 UNION LEAVE.....	3
2.6 STEWARDS AND REPRESENTATIVES.....	3
2.7 BULLETIN BOARDS.....	3
2.8 VISITS.	4
2.9 NEGOTIATIONS.....	4
2.10 UNION/MANAGEMENT MEETINGS.	4
2.11 UNION MEMBERSHIP ORIENTATION.....	4
ARTICLE 3 – MANAGEMENT RIGHTS	4
ARTICLE 4 – STRIKES AND LOCKOUT.....	5
4.1 STRIKE PROHIBITION.....	5
4.2 LOCKOUT PROHIBITION.....	6
ARTICLE 5 – GRIEVANCE PROCEDURE.....	6
5.1 GRIEVANCE DEFINITION.....	6
5.2 POLICY AND PROCEDURE.....	6
5.3 ARBITRATION.	7

5.4	TIME LIMITS.	7
5.5	TERMINATION OF GRIEVANCE.....	8
ARTICLE 6 – WAGES		8
6.1	SALARY SCHEDULE.....	8
6.2	LONGEVITY.	9
6.3	RETIREMENT PICKUP.....	9
6.4	PAY PERIOD.	9
6.5	ACCOUNT BALANCES.....	9
6.6	ON CALL DIFFERENTIAL.....	9
6.7	SPANISH/ENGLISH BI-LINGUAL PAY.....	10
ARTICLE 7 – BENEFITS.....		10
7.1	HEALTH AND DENTAL INSURANCE.....	10
7.2	HRA/VEBA.....	10
7.3	LIFE INSURANCE AND LONG TERM DISABILITY.....	11
7.4	PART-TIME EMPLOYEES.....	11
7.5	INSURANCE MEETING.....	11
ARTICLE 8 – SICK LEAVE		12
8.1	ACCRUAL.	12
8.2	MAXIMUM ACCUMULATION.	12
8.3	UTILIZATION.	12
8.4	DEATH OR RETIREMENT.	12
8.5	NOTIFICATION.	12
8.6	PHYSICIAN'S CERTIFICATE.....	13
8.7	INTEGRATION WITH WORKERS' COMPENSATION.....	13
ARTICLE 9 – VACATION.....		14

9.1	ACCRUAL.....	14
9.2	MAXIMUM ACCRUAL.....	14
9.3	SCHEDULING.....	15
9.4	DEATH OR TERMINATION.....	15
9.5	FAMILY LEAVE.....	15
9.6	VACATION CASH-OUT:.....	15
ARTICLE 10 – HOLIDAYS		16
10.1	DESIGNATIONS.....	16
10.2	HOLIDAY PAY.....	17
10.3	HOLIDAY WORK.....	17
10.4	PYRAMIDING.....	17
ARTICLE 11 – LEAVES		17
11.1	WITNESS OR JURY DUTY.....	17
11.2	BEREAVEMENT LEAVE.....	18
11.3	MILITARY LEAVE.....	18
11.4	LEAVE WITHOUT PAY.....	18
11.5	DISABILITY LEAVE.....	19
11.6	FAMILY MEDICAL LEAVE.....	19
11.7	INCLEMENT WEATHER AND SECURITY CONCERNS.....	19
ARTICLE 12 – WORKING CONDITIONS.....		21
12.1	WORKING OUT OF CLASSIFICATION.....	21
12.2	HOURS.....	21
12.3	REST PERIODS.....	21
12.4	MEAL PERIODS.....	21
12.5	CLEANUP.....	22

12.6	CALLBACK.....	22
12.7	OVERTIME.....	22
12.8	FLEX TIME.....	23
12.9	TRAINING TIME.....	23
12.10	LEAD WORKER.....	24
12.11	RECLASSIFICATION REVIEWS.....	24
ARTICLE 13 – DISCIPLINE AND DISCHARGE		25
13.1	DISCIPLINE AND DISCHARGE.....	25
13.2	PROBATIONARY EMPLOYEE.....	25
13.3	CORRECTIVE ACTIONS AND COUNSELING.....	25
13.4	FORMAL DISCIPLINE.....	26
13.5	IMPOSITION.....	26
13.6	DUE PROCESS.....	26
13.7	JUST CAUSE STANDARDS.....	27
ARTICLE 14 – GENERAL PROVISIONS		27
14.1	SENIORITY.....	27
14.2	PROBATIONARY PERIOD.....	27
14.3	JOB OPENINGS.....	28
14.4	PROMOTIONS AND DEMOTIONS.....	29
14.5	LAYOFF AND RECALL.....	29
14.6	PERSONNEL FILE.....	31
14.7	NON-DISCRIMINATION.....	31
14.8	OUTSIDE EMPLOYMENT.....	32
14.9	MAINTENANCE OF STANDARDS/WORK RULES.....	32
14.10	MILEAGE AND PER DIEM.....	32

14.11 CONTRACTING/NEW TECHNOLOGY.....	33
14.12 SAFETY AND HEALTH.....	33
14.13 TOOLS AND EQUIPMENT ALLOWANCE.....	33
14.14 INMATE WORK CREW.....	33
14.15 PERSONNEL POLICIES OF GENERAL APPLICATION.....	34
14.16 REQUESTS FOR INFORMATION.....	34
ARTICLE 15 – SAVINGS CLAUSE.....	34
ARTICLE 16 – TERM OF AGREEMENT	35
APPENDIX A.....	36
APPENDIX B.....	37
APPENDIX C.....	38

PREAMBLE

This Agreement entered into by Tillamook County, hereinafter referred to as the "County," and Local 2734, Council 75, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union," has as its purpose the setting forth of the full and complete agreement between the County and the Union; as governed by State statute.

ARTICLE 1 – RECOGNITION

1.1 Description.

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

1.2 Temporary Employees.

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

1.3 New Position:

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

For reclassification, see Article 12.10

ARTICLE 2 – UNION SECURITY

2.1 Check-off.

The County agrees to monthly deduct Union membership dues and assessments subject to receiving a copy of the dues authorization signed by the employee. The amounts to be deducted shall be certified in writing to the County by the Union and the aggregate deduction of all employees shall be remitted together with an itemized statement to the Union by the 20th day of the month after such deductions are made. The County will not be held liable for any errors, but will make any proper corrections within thirty (30) days of the date of notification of such error. The Union shall also return to the County any payment that is in error within thirty (30) days of notification of such error.

2.2 Fair Share.

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

2.3 Religious Objection.

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

2.4 Hold Harmless.

The Union will indemnify, defend and hold the County harmless against any claims made and against any and all claims, suits, orders or judgments against the County as a result of any County payroll deduction made on the Union's behalf. Payroll deduction errors shall be adjusted within thirty (30) days after discovery by the Union or the County; the

County and the Union shall cooperate to facilitate prompt correction of the error with a refund, deduction or offset as appropriate.

2.5 Union Leave.

An employee elected to a Union office or selected by the Union to do work which takes them from the employee's employment with the County may, upon written request of the employee and the Union, be granted a leave of absence without pay for up to six (6) months. Such leave shall always be contingent upon the operating requirements of the involved department. Any employee who has been granted such leave and who fails to return at the expiration of said leave, shall be considered as having resigned the employee's position with the County.

2.6 Stewards and Representatives.

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

Union stewards may represent employees in investigatory or grievance meetings called by the County. Union Stewards shall not interfere with other employees' regular work assignments. Contacts between stewards and employees or the Union, except as provided herein, shall be made outside working hours. Reasonable advance notice shall be given the supervisor when a steward desires to be away from his duty assignment. This section does not preclude mutual agreement between Human Resources and Union President, or designee, to provide additional time for stewards to gather information related to grievance handling and/or seek informal resolution to issues of concerns regarding the collective bargaining agreement on a case by case basis.

2.7 Bulletin Boards.

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

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

2.8 Visits.

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

2.9 Negotiations.

A maximum of five (5) employees may participate in negotiations carried on during duty hours without loss of pay where the parties mutually agree to meet during such employee on-duty time. In no instance shall this Section result in overtime compensation to the employee.

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

2.10 Union/Management Meetings.

The County and the Union shall each appoint not less than two (2), nor more than four (4) members to a Union-Management Committee. The Committee shall meet when mutually requested by the parties at a mutually convenient time and place to discuss any matters pertinent to maintaining good employer-employee relationships. Each party shall advise the other at least two (2) working days prior to such meeting of the subject matters they wish to discuss. Union members shall not lose time or pay for attendance at Union-Management meetings conducted during duty hours.

2.11 Union Membership Orientation.

The Employer shall provide the Union up to thirty (30) minutes to make a presentation to a new employee from a steward or an officer of the local Union, at a time mutually agreeable to the parties. The Union orientation will identify the Union's status, organization benefits, facilities, related information and the distribution and follow-up of membership applications. Newly hired employees in the bargaining unit shall receive this orientation at the assigned work site for the new employee and shall be considered compensated time for the new employee and the Union official providing the Union orientation to the new employee.

ARTICLE 3 – MANAGEMENT RIGHTS

The County retains all the rights, decision-making functions, and authority to manage the affairs of the County or any part of the County. The rights of the employees in the bargaining unit and the Union include those specifically set forth in this Agreement.

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

- a. To direct and supervise all operations, functions and policies in the departments involved and operations, functions and policies in the remainder of the County as they may affect employees in the bargaining unit;
- b. To close or transfer an office or facility or combination of facilities or to relocate, reorganize or combine the work of divisions, operations or facilities;
- c. To determine the need for a reduction or increase in the work force;
- d. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, methods and procedures;
- e. To assign and distribute work;
- f. To assign shifts, work days, hours of work and work locations;
- g. To introduce new duties and to revise job classifications and duties within the unit;
- h. To determine the qualifications of new employees;
- i. To discipline an employee for just cause;
- j. To determine the need for additional educational courses, training programs, on-the-job training, cross-training;
- k. To determine the need for overtime and the classifications to work such overtime;

The exercise of the management function or right, which is not specifically limited by this Agreement is retained by the County.

ARTICLE 4 – STRIKES AND LOCKOUT

4.1 Strike Prohibition.

During the term of this Agreement, the Union and its members, as individuals or as a group, guarantee they will not initiate, cause, permit, participate or join in any strike, work stoppage or slowdown, or any other interruption of County services.

In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line or other restriction of work in any form, either on the basis of an individual choice or collective employee conduct, the Union will attempt to secure an orderly return to work.

4.2 Lockout Prohibition.

The County guarantees that there will not be a lockout initiated against the employees in the bargaining unit during the term of this Agreement.

ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 Grievance Definition.

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

5.2 Policy and Procedure.

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

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

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

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

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

Step 4. Mediation. The parties acknowledge the value to resolving disputes efficiently and with minimal costs. If the Union is not satisfied with the response in Step 3, the Union may submit the grievance to mediation within 14 calendar days from the Step 3 response or date due. The parties may mutually agree to a local mediator or use a mediator provided by the Employment Relations Board. Parties agree to share the costs of the mediator. The period for mediation will be limited to 120 days, starting from timely notice of mediation by the moving party. The parties must meet at least one time and agree to meet in good faith to resolve the dispute. Termination cases do not need to follow the mediation process and may move to Step 5.

Step 5. If the grievance is not resolved, the Union may file for arbitration within 14 calendar days of the Step 4 process by notifying the County of intent to arbitrate and by requesting a list of seven (7) arbitrators, who reside in Oregon and Washington, from the Oregon Employment Relations Board.

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

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

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

5.3 Arbitration.

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

The cost of the arbitration shall be shared equally among the parties except in cases of employee disciplinary suspensions or termination of employment, where the cost of be borne by the losing party. Each party shall be responsible for the cost of presenting its own case to arbitration.

5.4 Time Limits.

Any or all time limits specified in the grievance procedure may be waived by mutual consent of the parties. When an employee or the Union does not submit the grievance in accordance with these time limits without such waiver shall limit the employee/Union to

processing the grievance through Step 3 of this procedure and the decision of the management team shall be final and binding.

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

Time limits may be extended by written mutual agreement. In the event the parties dispute timeline issues for matters submitted to arbitration, the arbiter will be limited to hear the timeliness arguments first, including any closing summation by the parties. The arbiter will then rule from the bench on the timeliness issue.

5.5 Termination of Grievance.

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

ARTICLE 6 – WAGES

6.1 Salary Schedule.

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

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

Effective January 1, 2019, step 1 of the salary scale will be increased by one-half (1/2%) percent. The salary schedule will be in accordance with Appendix A. Steps are ranges are generally 5% apart as provided by Appendix A.

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

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

6.2 Longevity.

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

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

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

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

6.3 Retirement Pickup.

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

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

6.4 Pay Period.

Salaries and wages of employees shall be paid twice per month in accordance with procedures as determined by the County, barring mechanical breakdown. However, in the event the County makes major changes from the procedures currently in effect, the County will give the Union prior notice and adequate time to comment on such proposed changes.

6.5 Account Balances.

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

6.6 On Call Differential.

Juvenile counselors and Registered Nurse 3s assigned to the jail on weekly seven (7) day rotation "on call" status will receive one hundred dollars (\$100.00) per week. This is formulated from twelve dollars (\$12.00) per weekday and twenty dollars (\$20.00) per weekend day. The on-call employee must remain within the County and be available for

“call out” if necessary. “On-call” assignment is not considered hours worked unless the employee is called to or engaged in work as provided in Article 12.6 Call Back or Article 12.7 for After Hours Work Calls.

6.7 Spanish/English Bi-lingual Pay.

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

ARTICLE 7 – BENEFITS

7.1 Health and Dental Insurance.

The County will continue to provide health coverage through CIS Co-Pay Plan B (Blue Cross Blue Shield) or a substantially comparable benefit design with a different insurer/broker; dental option 3 or Willamette Dental; alternative care; and the vision rider. The County will contribute 90% of the premium cost for full time employees (0.75 FTE or greater*) and the employee will pay ten percent (10%) of the total premium cost through pretax payroll deduction. Part-time employees are responsible for premium cost share based on their budgeted FTE as provided in Section 7.3. The County shall not be held responsible for minor changes in the overall plans adopted or modified during the life of the Agreement by CIS or BCBSO without County action or involvement.

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

7.2 HRA/VEBA.

Employees on County coverage: The County will continue to provide monthly contribution to the “Standard” Health Reimbursement Arrangement (HRA/VEBA). For those employees on the County health care plan, the County will fund all regular bargaining unit employee’s HRA/VEBA account at \$100 (one-hundred) per month for the term of this Agreement. Part-time employees will be prorated based on budgeted FTE.

Other Health Insurance Coverage:

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

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

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

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

7.3 Life Insurance and Long Term Disability.

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

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

7.4 Part-Time Employees.

Health Insurance Benefits for part-time employees at 0.50 FTE or greater up to less than 0.75 FTE will be provided and pro-rated based on budgeted FTE. (For example, an employee at 0.60 FTE will pay 40% of their total health insurance premium.) Benefits are not provided for employees less than 0.50 FTE. This provision does not apply to benefits provided in 7.x as related to HRA contributions.

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

7.5 Insurance Meeting.

Parties agree to meet and confer quarterly to discuss health insurance trends and alternative options. These meetings are advisory only. The Union and County may each

bring two representatives (on paid time if during normally scheduled work days) to the meetings, unless mutually agreed otherwise.

ARTICLE 8 – SICK LEAVE

8.1 Accrual.

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

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

8.2 Maximum Accumulation.

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

8.3 Utilization.

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

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

8.4 Death or Retirement.

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

8.5 Notification.

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

8.6 Physician's Certificate.

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

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

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

8.7 Integration with Workers' Compensation.

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

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

ARTICLE 9 – VACATION

9.1 Accrual.

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

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

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

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

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

9.2 Maximum Accrual.

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

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

9.3 Scheduling.

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

9.4 Death or Termination.

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

9.5 Family Leave.

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

9.6 Vacation Cash-out:

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

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

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

ARTICLE 10 – HOLIDAYS

10.1 Designations.

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

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

The following shall be recognized and observed as holidays:

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

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

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

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

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

10.2 Holiday Pay.

Eligible employees shall receive eight (8) hours pay for each of the holidays listed above on which they perform no work, or if the day of holiday observance falls on the employee's regularly scheduled day off, the County will schedule a day off in lieu of providing additional holiday pay during the work week earned, and employees on a four (4) ten (10) hour day work week will take the additional two (2) hours off using vacation, compensatory or personal leave or may elect to use leave without pay. If accrued leaves are exhausted, the leave will be leave without pay. In order to be eligible for holiday pay an employee must have worked the last scheduled workday, before and the first scheduled work day after the holiday or have been on authorized leave with pay. If an employee is on authorized vacation, sick leave, or other leave with pay when a holiday occurs, such holiday earned shall not be charged against such leave.

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

10.3 Holiday Work.

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

10.4 Pyramiding.

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

ARTICLE 11 – LEAVES

11.1 Witness or Jury Duty.

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

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

The provision for paid leave shall not apply to any circumstance where an employee is a party in interest to the proceeding appearing on behalf of or at the request of the Union,

or is a party to an action being taken against the County. In such instances, the employee may elect to have the time involved charged against accrued vacation or compensatory time or a leave without pay shall be granted. The provisions of the above shall not apply to grievance proceedings. All such time will be with pay if the meeting occurs during the regularly scheduled duty hours of the employee(s) involved.

11.2 Bereavement Leave.

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

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

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

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

11.3 Military Leave.

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

11.4 Leave Without Pay.

A regular employee may be granted a leave of absence without pay for up to six (6) months when, in the judgment of the County, the leave will not create an undue hardship on the Department. Requests for such leaves must be in writing and must establish sufficient justification for approval. All requests must be submitted to the Department Head. To allow adequate time for review and action the Department Head will respond within fourteen (14) days. If the request is denied the Department Head must provide the reasoning for the denial of leave without pay.

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

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

11.5 Disability Leave.

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

11.6 Family Medical Leave.

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

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

11.7 Inclement Weather and Security Concerns.

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

of County Commissioners or their designee shall be entitled to full pay as if they had worked the entire workday.

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

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

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

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

- E. If an employee assigned for emergency services is unable to report for such duty, or for other non-emergency personnel for who work is unavailable due to emergency closure, then the employee with a sufficient earned leave balance may utilize such leave. When the County is not closed and an employee requests time off due to reasonably anticipated flooding or other weather related and/or high water issues, the employee may use vacation, personal leave or compensatory

time off. Sick leave will be available for those individuals who are eligible under Article 8 pertaining to sick leave.

ARTICLE 12 – WORKING CONDITIONS

12.1 Working Out of Classification.

Whenever an employee is assigned by the County to work for two (2) hours or more in any work day performing tasks predominantly unique to a classification above that in which the employee is normally classified, or to stand in the place of a first level supervisor and perform substantially all of the responsibilities of the supervisory position, the employee shall be paid for such work at a rate five percent (5%) higher than the employee's regular rate of pay, for the hours worked.

The provisions of this Section shall not apply to training opportunities provided to employees. When an employee is assigned to work as an extended training opportunity (exceeding 15 days), the County will document the training objectives. Working out of class shall not be used by the County to avoid filling a promotional opportunity in a vacant position for which budgeted funds are available, and therefore out of class assignments to a higher classification (position) generally shall not exceed 120 days, per fiscal year. Working out of class may be used whenever an employee is on authorized or legally protected leave without limitation for the duration of the protected employee's absence.

12.2 Hours.

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

12.3 Rest Periods.

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

12.4 Meal Periods.

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

12.5 Cleanup.

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

12.6 Callback.

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

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

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

12.7 Overtime.

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

- A) All hours worked over eight (8) hours on any scheduled eight-hour work day or ten (10) hours on any scheduled ten-hour work day.
- B) All hours worked in excess of forty (40) hours in any one (1) workweek,

In no event shall such compensation be received twice for the same hours. Overtime (either as overtime or compensatory time) must be either authorized by a supervisor or approved by a supervisor prior to being worked, except as provided under 12.6: Callback. Overtime shall be paid based on hours worked in the period ending

twenty-four (24) hours after the start of the first hour worked. A workweek commences at 12:01 a.m. Sunday and the following Sunday at 12:00 midnight.

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

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

After Hours Work Calls:

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

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

12.8 Flex Time.

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

12.9 Training Time.

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

Training that is not assigned may be with or without pay at the discretion of the County. The employee shall be advised at the time that training is approved as to whether the training is considered assigned or voluntary training.

12.10 Lead Worker.

An employee may, at the discretion of the Department Head and the Human Resources Director, be assigned in writing as a Lead Worker. A lead worker routinely performs direction of work for at least one other employee and performs some but not all of the functions of a first level supervisor. Any employee designated as a Lead Worker shall be assigned limited supervisory responsibilities and shall receive an additional \$0.80 (80 cents) per hour for all hours worked. Assignments are at the discretion of the County and not subject to grievance. Assignments will be reviewed yearly by Department Heads.

12.11 Reclassification Reviews.

A. Request for Classification Review.

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

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

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

The purpose of the Classification Review is to determine if an employee is working within the scope of their job duties for the position, using both a review of the job description and the current operational functions and practices of the Department.

If the employee is determined to be working a significant amount of the duties of another existing higher classification for an extended period of time exceeding (one hundred twenty) 120 days, the County will reclassify the employee or discontinue the duties of the higher position for the employee. Reclassification will not apply if the employee is assigned and working out of class as provided under Article 12.1. This does not preclude the County from having the employee perform occasional higher duties. The County may elect to create a new position based on the evaluation. In such event the County will follow Article 1.3.

B. Notification of Classification Determination.

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

C. Requests for Secondary Review of Classification Determination.

An employee, or Union shall have fourteen (14) calendar days from the date of the Human Resources' determination to state any written objections of the classification review decision made by the Director of Human Resources. The fourteen (14) days shall begin to run once they have received the determination in writing either by mail or electronically.

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

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

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

ARTICLE 13 – DISCIPLINE AND DISCHARGE

13.1 Discipline and Discharge.

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

13.2 Probationary Employee.

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

13.3 Corrective Actions and Counseling.

Forms of evaluation or counseling, such as oral warnings, written directives and work improvement plans, are not considered formal discipline but are less formal means of

resolving concerns related to employee performance or behavior. These forms of counseling may serve as evidence for future disciplines. Corrective actions, oral warnings reduced to writing or other counseling are not considered to be discipline and may not be protested through the grievance procedure. A counseling can be maintained in the supervisory file to be reviewed and purged every two (2) years. The employee may provide a written rebuttal to a counseling action if provided within twenty-one (21) calendar days of the counseling. Corrective actions under this section are not placed in the personnel file. Nothing in this Article shall be construed to prevent or prohibit a Department Head or supervisory employee from discussing operational matters informally with employees.

13.4 Formal Discipline.

Formal disciplinary action or measures shall include written reprimand, suspension without pay or equivalent loss of paid leave for disciplinary purposes, reduction in pay, demotion or dismissal. It is not required that such disciplinary action be administered in progressive form for serious offenses.

13.5 Imposition.

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

13.6 Due Process.

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

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

13.7 Just Cause Standards.

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

- a. The employee has been placed on notice of the consequences of the employee's conduct, unless the conduct is of such a nature that no prior warning is necessary.
- b. The rule violated is job-related.
- c. The County conducted a reasonable investigation.
- d. Misconduct has been established.
- e. The discipline is appropriate based on the severity of the misconduct, and the discipline imposed is consistent with any other similar situations, if any.
- f. The employee's past employment record shall be considered, if appropriate.

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

ARTICLE 14 – GENERAL PROVISIONS

14.1 Seniority.

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

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

14.2 Probationary Period.

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

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

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

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

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

14.3 Job Openings.

The County agrees to post management and bargaining unit job openings by email to all employees. Such posting of job openings shall be at least five (5) working days prior to closure of the job opening. A copy of each job opening will be posted on the County email and a copy will be provided to the designated Union representative.

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

Reclassifications are not considered a job opening.

The posting of a job opening shall contain the following:

- Job description and skill requirements;
- Job location;
- Work hours;
- Salary range;

- Date position is available;
- Classification title;
- If extensive overtime is required;
- Union affiliation.

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

14.4 Promotions and Demotions.

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

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

14.5 Layoff and Recall.

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

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

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

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

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

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

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

3. Employee may bump to a lower classification previously not held within the same Department. Upon initial review by the County, an employee electing to bump another employee may do so, so long as the employee still possesses the basic skills, ability, qualifications or certifications, as determined by the job specifications, to perform the work of the position. If employee is determined to meet the minimum qualifications, employee will serve a sixty (60) calendar day transitional period. In efforts to assist transition, the parties recognize the common objective to support the success of the employee. The employee will be provided appropriate training and orientation for the duties of the position. The employee will receive at least two written performance

reviews within the first forty days of starting the new position. At the discretion of the County and during the transitional period, the County will determine if employee meets job expectations and qualifications. In the event the employee fails the transitional period, the employee is laid off with no further bumping opportunities. Employee's new classification seniority will be the employee's current County seniority.

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

14.6 Personnel File.

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

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

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

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

14.7 Non-Discrimination.

This Agreement shall apply equally to all members of the bargaining unit, regardless of race, sex, gender, age, religion, sexual orientation, political affiliation, and disability that can be reasonably accommodated.

The Union and the County shall equally share the responsibility for upholding this provision of the Agreement. All reference to employees in this Agreement designates

both sexes, and whenever the male or female gender is used, it shall be construed to include male and female employees.

14.8 Outside Employment.

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

- a. In no way detract from the efficiency of the employee in County duties.
- b. In no way be a discredit to County employment.
- c. Not take preference over extra duty required by County employment.
- d. Not create a conflict of interest with the employee's County employment.

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

14.9 Maintenance of Standards/Work Rules.

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

14.10 Mileage and Per Diem.

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

14.11 Contracting/New Technology.

In the event the County determines a need to contract out bargaining unit work and/or develop new technology that is reasonably expected to result in the layoff or demotion of any current bargaining unit employees, the County shall notify the Union not less than ninety (90) days prior to contracting. The Union may request to bargain the impacts of the decision within fourteen (14) days of the County's notice and the parties will commence bargaining within ten (10) working days of the Union's notice of intent to bargain. The Union may, in addition, explore with the County alternatives that would enable the County to continue to perform services with existing employees without contracting out. The impacts of the above determination shall be bargained, upon the request of the Union, in accordance with the Public Employee Collective Bargaining Act and shall be completed within sixty (60) days from the date of the notice. Parties agree to the 60-day period in lieu of the bargaining period provided under PECBA, ORS 243.698.

14.12 Safety and Health.

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

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

14.13 Tools and Equipment Allowance.

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

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

14.14 Inmate Work Crew.

The County, at its discretion, has the right to assign inmates to perform bargaining unit work.

14.15 Personnel Policies of General Application.

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

14.16 Requests for Information.

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

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

Paper copies of materials provided by either party may be charged the fees charged for public records request consistent with County Policy. There will be no charge for electronic copies. Either party may waive these costs at its discretion. If fees and costs are requested, an itemized statement including hours and rates will be provided.

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

ARTICLE 15 – SAVINGS CLAUSE

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

ARTICLE 16 – TERM OF AGREEMENT

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

Upon execution as signed below on this the 17th day of May, 2017.

BOARD OF COUNTY COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON

Bill Baertlein
Bill Baertlein, Chair, Board of Commissioners

5-17-17
Date

Tim Josi
Tim Josi, Vice Chair, Board of Commissioners

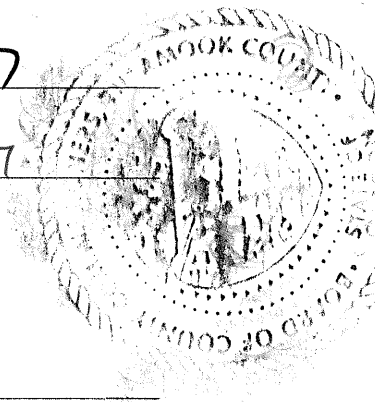
5-17-17
Date

David Panamonte
David Panamonte, Commissioner

5-17-17
Date

Mona R. Hamblen
Mona Hamblen, Human Resources Director

5/17/17
Date



FOR AFSCME LOCAL 2734

Issa Simpson
Issa Simpson, AFSCME Representative

5.12.17
Date

Kate Choban
Kate Choban, President

5/12/17
Date

Jacquelyn Rogers
Jacquelyn Rogers, Vice President

05/12/2017
Date

Karl Fleisher
Karl Fleisher, AFSCME Steward

5/12/17
Date

Jessica Moran
Jessica Moran, AFSCME Steward

5/16/17
Date

Jerry Markee
Jerry Markee, AFSCME Steward

5-15-17
Date

APPENDIX A

AFSCME CBA Pay Table Effective Upon Execution 2017

<i>Classifications Covered</i>			<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>
Library Assistant 2, Road MEO-Entry Level	Range 6	<i>Hourly</i>	\$ 14.47	\$ 15.20	\$ 15.96	\$ 16.76	\$ 17.60	\$ 18.48
		<i>Semimonthly</i>	\$ 1,254.00	\$ 1,317.00	\$ 1,383.00	\$ 1,452.50	\$ 1,525.50	\$ 1,602.00
		<i>Monthly</i>	\$ 2,508.00	\$ 2,634.00	\$ 2,766.00	\$ 2,905.00	\$ 3,051.00	\$ 3,204.00
		<i>Annually</i>	\$ 30,096.00	\$ 31,608.00	\$ 33,192.00	\$ 34,860.00	\$ 36,612.00	\$ 38,448.00
Building & Grounds Maintenance Worker, Office Specialist 2, Solid Waste Outreach Specialist, SW Transfer Station Attendant	Range 7	<i>Hourly</i>	\$ 15.20	\$ 15.96	\$ 16.76	\$ 17.60	\$ 18.48	\$ 19.41
		<i>Semimonthly</i>	\$ 1,317.00	\$ 1,383.00	\$ 1,452.50	\$ 1,525.50	\$ 1,602.00	\$ 1,682.50
		<i>Monthly</i>	\$ 2,634.00	\$ 2,766.00	\$ 2,905.00	\$ 3,051.00	\$ 3,204.00	\$ 3,365.00
		<i>Annually</i>	\$ 31,608.00	\$ 33,192.00	\$ 34,860.00	\$ 36,612.00	\$ 38,448.00	\$ 40,380.00
Park Maintenance & Operations Technician 1	Range 8	<i>Hourly</i>	\$ 15.96	\$ 16.76	\$ 17.60	\$ 18.48	\$ 19.41	\$ 20.39
		<i>Semimonthly</i>	\$ 1,383.00	\$ 1,452.50	\$ 1,525.50	\$ 1,602.00	\$ 1,682.50	\$ 1,767.00
		<i>Monthly</i>	\$ 2,766.00	\$ 2,905.00	\$ 3,051.00	\$ 3,204.00	\$ 3,365.00	\$ 3,534.00
		<i>Annually</i>	\$ 33,192.00	\$ 34,860.00	\$ 36,612.00	\$ 38,448.00	\$ 40,380.00	\$ 42,408.00
Accounting Clerk 2, Legal Assistant 1, Library Assistant 3, Medical Clinic Assistant, Permit Technician, WIC Program Assistant, Road MEO-Journey Level	Range 9	<i>Hourly</i>	\$ 16.76	\$ 17.60	\$ 18.48	\$ 19.41	\$ 20.39	\$ 21.41
		<i>Semimonthly</i>	\$ 1,452.50	\$ 1,525.50	\$ 1,602.00	\$ 1,682.50	\$ 1,767.00	\$ 1,855.50
		<i>Monthly</i>	\$ 2,905.00	\$ 3,051.00	\$ 3,204.00	\$ 3,365.00	\$ 3,534.00	\$ 3,711.00
		<i>Annually</i>	\$ 34,860.00	\$ 36,612.00	\$ 38,448.00	\$ 40,380.00	\$ 42,408.00	\$ 44,532.00
Computer Operations Technician, Survey Technician, Grant Compliance Assistant, EMR Specialist, Property Appraiser Trainee	Range 10	<i>Hourly</i>	\$ 17.60	\$ 18.48	\$ 19.41	\$ 20.39	\$ 21.41	\$ 22.48
		<i>Semimonthly</i>	\$ 1,525.50	\$ 1,602.00	\$ 1,682.50	\$ 1,767.00	\$ 1,855.50	\$ 1,948.50
		<i>Monthly</i>	\$ 3,051.00	\$ 3,204.00	\$ 3,365.00	\$ 3,534.00	\$ 3,711.00	\$ 3,897.00
		<i>Annually</i>	\$ 36,612.00	\$ 38,448.00	\$ 40,380.00	\$ 42,408.00	\$ 44,532.00	\$ 46,764.00

APPENDIX A

AFSCME CBA Pay Table Effective Upon Execution 2017

<i>Classifications Covered</i>			<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>
Accounting Technician, Building Inspector 1, Child Support Enforcement Agent, Juvenile Violations Court/Conflict Solutions Coordinator, Land Use Planner 1, Legal Assistant 2, Park Maintenance & Operations Technician 2, Road MEO-Advanced Journey Level, Veterans Services Coordinator, Victim's Assistance Coordinator, Road MEO-Veg Control Coord 2	Range 11	<i>Hourly</i>	\$ 18.48	\$ 19.41	\$ 20.39	\$ 21.41	\$ 22.48	\$ 23.61
		<i>Semimonthly</i>	\$ 1,602.00	\$ 1,682.50	\$ 1,767.00	\$ 1,855.50	\$ 1,948.50	\$ 2,046.00
		<i>Monthly</i>	\$ 3,204.00	\$ 3,365.00	\$ 3,534.00	\$ 3,711.00	\$ 3,897.00	\$ 4,092.00
		<i>Annually</i>	\$ 38,448.00	\$ 40,380.00	\$ 42,408.00	\$ 44,532.00	\$ 46,764.00	\$ 49,104.00
Engineering Technician 1, Environmental Health Specialist 1, Licensed Practical Nurse (LPN), Mechanic, Medical Billing Technician, Property Appraiser 1	Range 12	<i>Hourly</i>	\$ 19.41	\$ 20.39	\$ 21.41	\$ 22.48	\$ 23.61	\$ 24.79
		<i>Semimonthly</i>	\$ 1,682.50	\$ 1,767.00	\$ 1,855.50	\$ 1,948.50	\$ 2,046.00	\$ 2,148.50
		<i>Monthly</i>	\$ 3,365.00	\$ 3,534.00	\$ 3,711.00	\$ 3,897.00	\$ 4,092.00	\$ 4,297.00
		<i>Annually</i>	\$ 40,380.00	\$ 42,408.00	\$ 44,532.00	\$ 46,764.00	\$ 49,104.00	\$ 51,564.00
Juvenile Counselor, Public Health Program Representative	Range 13	<i>Hourly</i>	\$ 20.39	\$ 21.41	\$ 22.48	\$ 23.61	\$ 24.79	\$ 26.03
		<i>Semimonthly</i>	\$ 1,767.00	\$ 1,855.50	\$ 1,948.50	\$ 2,046.00	\$ 2,148.50	\$ 2,256.00
		<i>Monthly</i>	\$ 3,534.00	\$ 3,711.00	\$ 3,897.00	\$ 4,092.00	\$ 4,297.00	\$ 4,512.00
		<i>Annually</i>	\$ 42,408.00	\$ 44,532.00	\$ 46,764.00	\$ 49,104.00	\$ 51,564.00	\$ 54,144.00
Environmental Health Specialist 2, Land Use Planner 2, Property Appraiser 2, Solid Waste Coordinator	Range 14	<i>Hourly</i>	\$ 21.41	\$ 22.48	\$ 23.61	\$ 24.79	\$ 26.03	\$ 27.33
		<i>Semimonthly</i>	\$ 1,855.50	\$ 1,948.50	\$ 2,046.00	\$ 2,148.50	\$ 2,256.00	\$ 2,369.00
		<i>Monthly</i>	\$ 3,711.00	\$ 3,897.00	\$ 4,092.00	\$ 4,297.00	\$ 4,512.00	\$ 4,738.00
		<i>Annually</i>	\$ 44,532.00	\$ 46,764.00	\$ 49,104.00	\$ 51,564.00	\$ 54,144.00	\$ 56,856.00
Engineering Technician Leadworker, GIS Cartographic Analyst, Mechanic Leadworker	Range 15	<i>Hourly</i>	\$ 22.48	\$ 23.61	\$ 24.79	\$ 26.03	\$ 27.34	\$ 28.70
		<i>Semimonthly</i>	\$ 1,948.50	\$ 2,046.00	\$ 2,148.50	\$ 2,256.00	\$ 2,369.00	\$ 2,487.50
		<i>Monthly</i>	\$ 3,897.00	\$ 4,092.00	\$ 4,297.00	\$ 4,512.00	\$ 4,738.00	\$ 4,975.00
		<i>Annually</i>	\$ 46,764.00	\$ 49,104.00	\$ 51,564.00	\$ 54,144.00	\$ 56,856.00	\$ 59,700.00

APPENDIX A

AFSCME CBA Pay Table Effective Upon Execution 2017

<i>Classifications Covered</i>			<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>
Engineering Technician 2, Librarian, Survey Supervisor	Range 16	<i>Hourly</i>	\$ 23.61	\$ 24.79	\$ 26.03	\$ 27.34	\$ 28.70	\$ 30.14
		<i>Semimonthly</i>	\$ 2,046.00	\$ 2,148.50	\$ 2,256.00	\$ 2,369.00	\$ 2,487.50	\$ 2,612.00
		<i>Monthly</i>	\$ 4,092.00	\$ 4,297.00	\$ 4,512.00	\$ 4,738.00	\$ 4,975.00	\$ 5,224.00
		<i>Annually</i>	\$ 49,104.00	\$ 51,564.00	\$ 54,144.00	\$ 56,856.00	\$ 59,700.00	\$ 62,688.00
Analyst/Programmer 1, Building Inspector 2, Land Use Planner 3, Property Appraiser 3, Network & Computer Systems Technician, Grants Program Manager, PW Administrative Specialist	Range 17	<i>Hourly</i>	\$ 24.79	\$ 26.03	\$ 27.34	\$ 28.70	\$ 30.14	\$ 31.65
		<i>Semimonthly</i>	\$ 2,148.50	\$ 2,256.00	\$ 2,369.00	\$ 2,487.50	\$ 2,612.00	\$ 2,743.00
		<i>Monthly</i>	\$ 4,297.00	\$ 4,512.00	\$ 4,738.00	\$ 4,975.00	\$ 5,224.00	\$ 5,486.00
		<i>Annually</i>	\$ 51,564.00	\$ 54,144.00	\$ 56,856.00	\$ 59,700.00	\$ 62,688.00	\$ 65,832.00
Building Inspector 3, Electrical Inspector, Registered Nurse 1	Range 18	<i>Hourly</i>	\$ 26.03	\$ 27.34	\$ 28.70	\$ 30.14	\$ 31.65	\$ 33.24
		<i>Semimonthly</i>	\$ 2,256.00	\$ 2,369.00	\$ 2,487.50	\$ 2,612.00	\$ 2,743.00	\$ 2,880.50
		<i>Monthly</i>	\$ 4,512.00	\$ 4,738.00	\$ 4,975.00	\$ 5,224.00	\$ 5,486.00	\$ 5,761.00
		<i>Annually</i>	\$ 54,144.00	\$ 56,856.00	\$ 59,700.00	\$ 62,688.00	\$ 65,832.00	\$ 69,132.00
Systems Manager, Registered Nurse 2	Range 19	<i>Hourly</i>	\$ 27.34	\$ 28.70	\$ 30.14	\$ 31.65	\$ 33.24	\$ 34.90
		<i>Semimonthly</i>	\$ 2,369.00	\$ 2,487.50	\$ 2,612.00	\$ 2,743.00	\$ 2,880.50	\$ 3,025.00
		<i>Monthly</i>	\$ 4,738.00	\$ 4,975.00	\$ 5,224.00	\$ 5,486.00	\$ 5,761.00	\$ 6,050.00
		<i>Annually</i>	\$ 56,856.00	\$ 59,700.00	\$ 62,688.00	\$ 65,832.00	\$ 69,132.00	\$ 72,600.00
Registered Nurse 3	Range 20	<i>Hourly</i>	\$ 28.70	\$ 30.14	\$ 31.65	\$ 33.24	\$ 34.90	\$ 36.65
		<i>Semimonthly</i>	\$ 2,487.50	\$ 2,612.00	\$ 2,743.00	\$ 2,880.50	\$ 3,025.00	\$ 3,176.50
		<i>Monthly</i>	\$ 4,975.00	\$ 5,224.00	\$ 5,486.00	\$ 5,761.00	\$ 6,050.00	\$ 6,353.00
		<i>Annually</i>	\$ 59,700.00	\$ 62,688.00	\$ 65,832.00	\$ 69,132.00	\$ 72,600.00	\$ 76,236.00

Revised 7/23/2014 to include Solid Waste Outreach Specialist Range 7 and Network & Computer Systems Technician Range 17
0% Cola FY 15/16

Bargaining note: L1 and L2 have been moved to Article 6

Revised and adopted by BOCC 3/9/16 (added Grants Program Manager to Range 17)

Revised and adopted by BOCC 7/13/16 (added Administrative Specialist-Public Works to Range 17)

Revised and adopted by BOCC 8/3/16 (MOA w/AFSCME 2734, moved RN1 from Range 15 to 18, moved RN2 from Range 16 to 19, moved RN3 from Range 17 to 20)

Revised and adopted by BOCC 12/7/16 (added WIC Program Assistant to Range 9)

Bargaining Note: effective upon execution 2017 Custodian moved from Range 1 to Range 3



APPENDIX B



Tillamook County and AFSCME Local 2734
GRIEVANCE FORM

General Instructions:

For the purpose of utilizing this form, a grievance is defined as a dispute regarding the meaning or interpretation of a particular clause of the agreement between AFSCME and Tillamook County or regarding a violation of the agreement.

Step 1

Discuss dispute with your immediate supervisor outside the bargaining unit within 21 workdays of your knowledge of the dispute or incident and inform the supervisor this is the first step of the grievance procedure.

Date of knowledge of dispute or incident _____	Supervisor initials affirming notification _____
--	--

Date discussed with supervisor _____	Date of supervisor's response _____
--------------------------------------	-------------------------------------

Step 2

If the grievance is not resolved, you may file your grievance with the Management Team within 14 workdays of the supervisor's response. You are required to present this form to the Human Resources Office with the following information:

Briefly describe the dispute or issue:

Date the incident occurred or issue arose: _____

Provisions of contract violated (cite article and section):

Remedy requested:

Manager/Supervisor Date

Employee Date

Human Resources Date

AFSCME Representative Date

APPENDIX C

Article 14.13 Tools and Equipment Allowance

Eligible employees shall include the following job classifications:

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