



**AGREEMENT**  
**BETWEEN**  
**DESCHUTES COUNTY**  
**AND**  
**THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL**  
**EMPLOYEES LOCAL 3997**

**July 1, 2021 – June 30, 2025**

**DC-2021-894**

**Agreement Between Deschutes County and the American Federation of State,  
County and Municipal Employees Local 3997**

**July 1, 2021 – June 30, 2025**

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## **PREAMBLE**

This Agreement is made and entered into by and between Deschutes County (hereinafter the County) and the American Federation of State, County and Municipal Employees Council 75, (hereinafter the Union) for the purpose of fixing wages, hours, benefits, and employment relations as defined by ORS 243.650(7) and the Employment Relations Board.

It is also the purpose of this Agreement to promote the mutual interests of the County and its employees, to promote a positive relationship between the Employer and the Union, to establish a diplomatic procedure for the resolution of differences, and to provide for the operation of the County's business under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to production. The parties will cooperate fully to secure the advancement and achievement of these purposes.

## **ARTICLE 1 – RECOGNITION**

### **Section 1**

The County recognizes the Union as the sole and exclusive bargaining agent for all employees of Deschutes County, excluding supervisory and confidential employees, temporary employees, employees who work less than half-time and employees included in other bargaining units. For the purposes of the Collective Bargaining Agreement between the parties, County employees of the OSU Extension Service shall be considered employees of Deschutes County and all terms and conditions of this Agreement shall apply.

### **Section 2**

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

## **ARTICLE 2 – UNION SECURITY**

### **Section 1**

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

### **Section 2**

Unless otherwise provided in the Agreement, the internal business of the Union shall be conducted by the employees during non-duty time, and to the extent practicable in break rooms, lunch rooms and non-duty areas.

### **Section 3**

- A. The Union shall notify the County of the selection of the Officers, Stewards and their alternates.
- B. The Union may appoint a Steward or Stewards. Activities by a Union Steward shall not interfere with his/her normal duties or the performance of the normal duties of other employees. The Steward shall be a regular full- or part-time employee, who shall in addition to his/her regular assigned work, perform the duties set forth herein, as long as such duties may be accomplished without the disruption or interference with the work of others.

- C. The Steward shall bring attention to the County and the Union of any alleged infraction of the terms and conditions of the Agreement.
- D. The Steward shall make a good faith effort to resolve individual employee grievances as they may arise by working in cooperation with the employee and his/her supervisor and program manager.
- E. A Steward or Union Officer who represents a grievant at a meeting called by management to discuss a grievance pursuant to Article 7, or at a pre-disciplinary hearing pursuant to Article 6, shall be permitted to be present without loss of pay, following reasonable notice to his/her supervisor and Department Head. One (1) representational Steward or Union Officer shall be permitted to be present without loss of pay. To help minimize departmental impact, a Steward or Union Officer working in the department where the grievant or subject of discipline is employed shall be utilized. If there is no Steward or Union Officer in the department, a Steward from a different department may be utilized, if the express written permission of the Department Head of such other department is granted. Such permission may be withheld by the Department Head in the Department Head's sole discretion. The participation of a Steward or Union Officer in a grievance or disciplinary proceeding shall not relieve the Steward or Union Officer of responsibility for meeting all performance standards and requirements relevant to their position.
- F. The County shall allow the Union a reasonable amount of paid time for appointed bargaining team members to bargain a successor contract to this Agreement.

#### Section 4

The County agrees to provide bulletin board space for each work site where Union members regularly perform work for the County to be used exclusively by the Union for the posting of official Union notices. The Union agrees that it will not post material that is profane, obscene or defamatory of the County.

#### Section 5

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

#### Section 6

The County shall furnish to the Union, monthly, a list of the names, classifications, departments and home addresses of new employees in the bargaining unit. The County shall furnish the Union with a monthly listing of employees who have terminated from the bargaining unit during the previous month.

#### Section 7

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

#### Section 8

The Union shall have the right to meet with new employees for 30 minutes during the County's New Employee Orientation. If an employee chooses to attend this meeting with the Union, the time spent at the meeting is paid County time.

## ARTICLE 3 – MANAGEMENT RIGHTS

### Section 1

The County retains all the customary, usual and exclusive rights, decision-making prerogatives, functions, and authority connected with, or in any way incident to its responsibility to manage the affairs of the County and its departments. The County shall have no obligation to bargain with AFSCME with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto. The express provisions of this Agreement constitute the only limitations on the rights of the County to manage the business and affairs of the County. The rights of employees are limited to those specifically limited by the terms of this Agreement. Any subjects covered by the terms of this Agreement and any subject which was or might have been raised in the course of collective bargaining are closed to further bargaining for the term hereof, except as provided in ORS 243.698.

### Section 2

By way of illustration, the exclusive prerogatives, functions, and rights of the County shall include the following:

- A. To determine the services to be rendered by the County and its employees to the citizens of the County and State of Oregon.
- B. To direct and supervise all operations, functions and policies of the County in which employees are employed.
- C. To close or liquidate an office, branch, operation or facility, or combination of facilities, or to relocate, reorganize or combine the work of divisions, branches, operations or facilities.
- D. To determine the need for a reduction or an increase in the work force.
- E. To determine the method and manner under which a reduction in work force will be performed, consistent with specific provisions of this Agreement.
- F. To implement new, and to revise or discard, wholly or in part, old methods and procedures.
- G. To assign and distribute work.
- H. To assign shifts, workdays, hours of work and work locations, consistent with specific terms of this Agreement.
- I. To designate and to assign all work duties.
- J. To introduce new duties and to revise job descriptions and duties, consistent with specific terms of this Agreement.
- K. To determine the need for new employees, transfers and promotions.
- L. To determine the qualifications for employees, as well as for transfers and promotions.
- M. To discipline, suspend, demote or discharge an employee as defined in Article 6 of this Agreement.
- N. To establish, revise and implement standards for hiring, classification and promotion.

- O. To provide as the County determines necessary, and in its sole discretion any furnishings, fixtures and equipment to be used and any matters concerning limitations or conditions for their use.
- P. To maintain order and efficiency in its work sites, facilities and operations.
- Q. To make such reasonable rules and regulations, not in conflict with this Agreement, as the County may from time to time deem best for the purposes of maintaining order, safety, and/or effective operation of County facilities, and after advance notice thereof to AFSCME and employees, and to require compliance therewith by employees.

### Section 3

Any of the rights, powers, authority and function of the County had prior to the negotiation of this Agreement are retained by the County and the expressed provisions of this Agreement constitute the only limitations on the rights of the County to manage the business of the County. Should the County not exercise the rights, powers, authority and functions reserved to them, or should they exercise them in a particular way, such conduct shall not be deemed a waiver of said rights, powers, authority and functions by the County, nor shall such conduct be deemed or considered a waiver of their right to exercise them in some other way not in conflict with a specific provision of this Agreement. Any agreement between the County and the Union that is not reduced to writing and signed by both parties shall be deemed to have not existed.

## **ARTICLE 4 – NON-DISCRIMINATION**

### Section 1

Deschutes County and the Union agree not to discriminate against any employee because of race, color, sex, gender identity, age, national origin, marital status, religion, political affiliation, physical or mental disability, Union membership or non-membership or any other classification protected by Oregon or Federal law.

### Section 2

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

## **ARTICLE 5 – PROBATIONARY, TEMPORARY AND SEASONAL EMPLOYEES**

### Section 1

Every new employee shall serve a probationary period of twelve (12) months unless extended by mutual written agreement.

### Section 2

Employees who are promoted or moved to a different job classification within his/her department or to a different department, or transferred to a different department within the same classification shall be required to serve a 12 month probationary period unless modified by mutual written agreement.

### Section 3

Each employee shall be evaluated during his/her probationary period, with one at six (6) months, and one at twelve (12) months, unless modified by mutual agreement between the employee and his/her Department Head. If an employee's performance is not satisfactory, he/she shall be given notice of the areas of his/her deficiencies. An employee shall advance to the next step of his/her pay grade upon satisfactory completion of his/her probationary period and has received an overall "effective, meets standards" or better performance evaluation. (Please see Article 8, Section 3(B) for timelines).

Section 4

Any employee who is terminated during his/her probationary period shall be given written notice of their termination.

Section 5

Disciplinary action for probationary employees, including termination of employment, is not subject to the grievance procedure.

Section 6

Temporary employee has the meaning provided in Deschutes County HR-Personnel Rules Section 2.010.

Seasonal employee means an employee used for the purpose of meeting short-term work load needs of the County. Seasonal employment shall not normally exceed 1,036 hours per fiscal year.

**ARTICLE 6 – DISCIPLINE AND DISCHARGE**

Section 1

The principles of progressive discipline shall be used except when the nature of the problem requires more serious action. An employee shall not be disciplined or discharged without just cause.

Section 2

Discipline shall consist of one of the following:

1. Oral warning
2. Written reprimand
3. Suspension without pay
4. Demotion
5. Discharge

Section 3

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

Section 4

A union representative shall be allowed to be present, at the employee's request, at any meeting between the employee and the supervisor (or investigator), in which the employee reasonably believes that discipline may result from the meeting and/or investigation.

Section 5

When the County intends to take disciplinary action involving suspension without pay, demotion or discharge, the County shall notify the employee and the Union President and Council Representative in writing of the charges against the employee and the proposed disciplinary action and shall provide the employee with the opportunity to respond to the charges at a hearing with the supervisor or person having authority to impose the proposed disciplinary action.

Section 6

When the County imposes disciplinary action involving suspension without pay, demotion, or discharge, the County shall provide the Union President and Council Representative a copy of the notice of imposed discipline.

## ARTICLE 7 – GRIEVANCE PROCEDURE

### Section 1

The County will promptly consider and respond to employee grievances. The County and the Union prefer to correct the causes of grievances informally and encourages both supervisors and employees to resolve problems as they arise.

- A. A grievance is defined as an allegation that a specific provision of this Agreement has been violated and results in harm to an employee.
- B. A day is defined as a calendar day.
- C. An employee, at his or her discretion may elect to be represented by the Union at any step of the grievance procedure.
- D. Oral warnings are not subject to the grievance procedure.
- E. Performance evaluations can only be grieved through Step II of the grievance procedure.
- F. Written reprimands can only be grieved through Step III of the grievance procedure.
- G. In an effort to provide for resolution of disputes, the parties agree to the following procedures:

Step I: Any employee claiming a breach of any specific provision of this Agreement (“grievant”) shall refer the matter, in writing, to their immediate supervisor outside the bargaining unit within fifteen (15) days from the occurrence of the alleged breach. The grievance shall, at minimum, contain the following:

- Specific Article(s) and Section(s) of the Agreement alleged to have been violated.
- Alleged harm to the grievant.
- An explanation of the facts and issues related to the grievance.
- The specified remedy requested.
- The signature of the grievant or grievants.

The supervisor shall respond to the grievance in writing as quickly as possible, but no later than fifteen (15) days after the grievance is received by the supervisor.

Step II. If the grievance is not fully settled at Step I, it shall be reduced to writing, dated, signed by the grievant or grievants, and be presented by the grievant or grievants or Union representative to the Department Head within fifteen (15) calendar days after the supervisor’s response is given, not including the date of the response. The Department Head shall respond in writing to the grievance within fifteen (15) calendar days of the date of the presentation of the written grievance, not including the date of presentation. The Step II grievance shall be consistent with the Step I grievance unless the grievant(s) can demonstrate that new information or evidence pertinent to the grievance was not available or discoverable at Step I.

Step III. If the grievance is not settled at Step II, the written grievance shall be presented by the grievant or grievants, along with all pertinent correspondence, records and information, to the County Administrator within fifteen (15) calendar days after the Department Head’s



response is given, not including the date of the response. The County Administrator may meet with the grievant, grievants or Union Representative, the immediate supervisor, and the Department Head. The County Administrator shall respond to the grievance in writing within fifteen (15) calendar days after the date of presentation of the written grievance, not including the date of presentation. The Step III grievance shall be consistent with the Step I grievance unless the grievant(s) can demonstrate that new information or evidence pertinent to the grievance was not available or discoverable at previous steps.

Step IV. If the grievance of a suspension without pay, demotion, discharge, or loss of a property right is not settled at Step III, the grievance shall be submitted in writing to the Board of County Commissioners within fifteen (15) calendar days after the County Administrator's response is given, not including the date of the response. If the grievance relates to the suspension without pay, demotion, discharge, or loss of property right of an employee, the Board will hold a hearing if requested by the Union before issuing a response. If a hearing is not requested by the Union, the Board, at the Board's discretion, may hold a hearing before issuing a response. If an employee has been suspended without pay, demoted, discharged, or suffered a property right loss, a representative from AFSCME shall be allowed to take part in the hearing before the Board, and allowed to make comments and recommendations to the Board. The decision of the Board shall be final and binding. However, either the Board or the Union may request advisory (non-binding) arbitration prior to the Board hearing. The Step IV grievance shall be consistent with the Step I grievance unless the grievant(s) can demonstrate that new information or evidence pertinent to the grievance was not available or discoverable at previous steps.

#### Section 2

If the grievance procedures established by this Section are not signed by the grievant or grievants and initiated within the required time limits, the grievance shall be considered not to have existed.

#### Section 3

If the County fails to respond to any grievance within the time limit prescribed for such response, the grievance shall automatically advance to the next step.

#### Section 4

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

#### Section 5

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

### **ARTICLE 8 – SALARY ADMINISTRATION**

#### Section 1

Pay for employees in the bargaining unit shall be in accordance with the Deschutes County Position and Grade Step Listing.

#### Section 2

- A. Deschutes County has historically defined its pay period as the first day of the month through the last day of the same month, with payment for that period made on the last business day of the month. As a result, there is no lag time to process payroll and employees are required to project future hours for time-keeping purposes.
- B. In order to build in a lag time to process payroll and to reduce the need for employees to project their future hours, Deschutes County shall have discretion to change the pay period. By way of example only, one option is for the pay period to run from the twenty-second day of the month through the twenty-first day of the following month, with payment for that period to be made on the last work day of the month (9-10 days after expiration of the pay period). If the last day of the month falls on a holiday or a weekend, payday for that pay period will be the last work day preceding the holiday or weekend.
- C. Deschutes County will provide employees with at least 90-days' notice before changing the pay period or changing pay to actual hours worked. County will also develop a transition plan to assist employees with transitioning to a new pay period. The transition plan will include, at a minimum: providing budgeting classes to employees and allowing employees to sell back additional TML as necessary to make up for a shortened pay period during the transition.

Section 3

- A. Employees shall be eligible for annual merit increases on their eligibility date provided that the employee is not at the top step of the salary range of his/her classification.
- B. Every employee shall receive a performance evaluation at least annually by the employee's eligibility date. The eligibility date is based on hire date as follows: If hired on the first of the month through the 15<sup>th</sup> of the month – the performance evaluation will be completed within the month of hire and will be retroactive to the 1<sup>st</sup> of the month. If hired on the 16<sup>th</sup> of the month through the end of the month – the performance evaluation will be completed by the end of the following month and will be effective retroactive to the first of the month. Annual merit increases shall not be withheld unless an employee's overall performance as stated on the evaluation form is "unsatisfactory". If the employee's performance evaluation appraisal is not completed by his/her eligibility date, he/she will receive his/her merit step increase.

Section 4

Full-time employees who have worked continuously for the County shall receive additional pay per month for each five years of continuous service as outlined below. Longevity pay will be pro-rated for part-time employees based on their percentage of full-time employment.

For Fiscal Year 21-22, additional pay associated with length of service as described in this Section will be \$87.50 per month for each five years of continuous service effective the first day of the month following signature by AFSCME and the Board of County Commissioners. For the period of July 1, 2021 to the first of the month following signature by AFSCME and the Board of County Commissioners, employees eligible to receive Longevity Pay effective July 1, 2021 will receive a one-time lump sum payment equivalent to the differential between additional pay received during those months and the rate agreed to for the period of December 1, 2021 – June 30, 2022. This one-time lump sum payment shall not impact the employee's FLSA/OT rate for the specified time period and only applies to employees represented by AFSCME on the date the collective bargaining agreement is approved by the Board of County Commissioners.

\$90.00	FY	22/23
\$92.50	FY	23/24

Section 5

The County, at the County's sole discretion, may designate specific employees who are fluent in English and another language (including, without limitation, sign language) to be translators/interpreters and to provide services in a language other than English – additional compensation shall be granted to designated employees for translation services as follows:

1. Regular FTE, Level I: \$150 per month
2. Regular FTE, Level II: \$250 per month
3. Regular ½ to ¾ time, Level I: \$75 per month
4. Regular ½ to ¾ time, Level II: \$125 per month
5. Undesignated employees who have the ability to communicate in a language other than English and who are directed by a supervisor to serve as a translator/interpreter shall receive additional compensation in the amount of twenty dollars (\$20) per day on any day they are utilized for translation services.

Such persons shall be proficient in the needed second language. It shall be at the sole discretion of the County to select persons for bilingual compensation and to decrease or eliminate the compensation should the County determine the need for translation no longer exists. Nothing in this Agreement shall preclude the County from using persons other than those designated for second language communication.

The County retains the right and total discretion to choose the positions to which the additional compensation is granted, and to determine such test or other certification process that must be successfully completed for an employee to qualify as bilingual for purposes of this Section.

Section 6

Shift differential pay of \$1.00 per hour shall be paid to employees who work a full night shift (currently scheduled as midnight to 8:00 a.m.). Shift differential pay is for eight (8) hours only. If eligible, the employee will receive overtime pay based on regular rate of pay.

Employees working in Juvenile Community Justice will be eligible for shift differential pay for any hours worked in a night shift as determined by department scheduling. Department scheduling and night shift hours may be changed at management's sole discretion; changes and impact on night scheduling will be communicated to employees prior to implementation.

Employees working in Health Services and assigned to work in the Stabilization Center will be eligible for shift differential pay for any hours worked in a night shift as determined by department scheduling, at management's sole discretion. Department scheduling and night shift hours may be changed at management's sole discretion; changes and impact on night scheduling will be communicated to employees prior to implementation. As used in this paragraph, the term "night shift" has its own meaning as determined by Health Services management in its discretion, and is separate and distinct from the Juvenile Community Justice "night shift," which is used elsewhere in Section 6.

**ARTICLE 9 – ON CALL AND CALL BACK TIME**

**Standby Pay:** Is defined for the purpose of this Agreement as time an employee must be able to be contacted by telephone, cellular phone, or pager. The employee must be able to respond within a time frame determined by the Department Head. Compensation to employees will be two (2) hours per day at their current hourly rate.

Work from Home: Any work performed by telephone, or by telecommunications, from home as a result of a standby call will be paid in accordance with the FLSA. If a member conducts work from home pursuant to this section while being designated for Standby Pay, compensation for work conducted at home will be paid in addition to Standby Pay as described. Members working in positions classified as Exempt under the FLSA are not eligible to receive additional compensation for performing work from home as outlined in this section.

Call Back: Is defined for the purpose of this Agreement as that time an employee spends beyond their normal work schedule as a result of being called back into the work place due to an emergency and/or special circumstances. If a member is called back to conduct work pursuant to this section during a period in which they are designated for Standby Pay, compensation for work conducted will be paid in addition to Standby Pay as described. Members working in positions classified as Exempt under the FLSA are not eligible to receive additional compensation for performing call back work as outlined in this section.

When called back, employees will receive compensation in accordance with the FLSA. In no case will a Non-Exempt employee receive less than two (2) hours compensation for being called back to work.

## **ARTICLE 10 – HOURS OF WORK**

### **Section 1**

The workweek is defined as seven (7) days within a calendar week. The standard work week for Deschutes County is Sunday through Saturday. The County may establish an alternate work week to address flexible work schedules as referenced in Section 2(C). An alternate work week must be established in writing and submitted to the County Administrator for approval.

### **Section 2**

- A. A regular work schedule is a work schedule with the same starting and stopping time on five (5) consecutive eight (8) hour shifts, with two (2) consecutive days off.
- B. An alternate work schedule is a work schedule with the same starting and stopping times on four (4) consecutive ten (10) hour shifts, and three (3) consecutive days off.
- C. A flexible work schedule is a work schedule which varies the number of hours worked on a daily basis, but not necessarily each day, and may vary the number of days worked on a weekly basis, but not necessarily each week, but which in no way conflicts with the Fair Labor Standards Act.
- D. Work schedules shall be determined by the Department Head, subject to approval by the County Administrator.

### **Section 3**

Established regular work schedules will not be changed with less than ten (10) working days advance notice, unless the operating needs of the County require it or an employee voluntarily agrees to the change and an earlier implementation date.

### **Section 4**

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

### **Section 5**

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

possible. In the event that business needs require an employee to remain on-duty during a meal period, this meal period will be paid in accordance with applicable state and federal regulatory requirements.

#### Section 6

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

### **ARTICLE 11 – OVERTIME AND COMPENSATORY TIME**

#### Section 1

All non-exempt employees shall be compensated at the rate of one and one-half (1 ½) times their regular rate of pay for all hours worked in excess of 40 hours during the regularly scheduled workweek. Hours worked shall include paid holidays, vacation, and compensatory hours which are authorized and scheduled in advance in accordance with Departmental business needs. Sick leave hours will not count as hours worked in overtime calculation. The specific application of this section shall be governed by Deschutes County Policy No. HR-04 Overtime Compensation and Compensatory Time. The County shall not modify the version of Policy No. HR-04 in place when this contract takes effect without first providing the Union with at least 14 days prior written notice and an opportunity to bargain the modification. Upon timely demand the County and the Union shall bargain the modification. Failure by the Union to demand to bargain within such 14 days shall be deemed a waiver of the opportunity to bargain the modification.

#### Section 2

By mutual agreement, a non-exempt employee may receive compensatory time off at the rate of one and one-half (1 ½) hours for each overtime hour worked in accordance with Section 1. Compensatory time accrual shall not exceed 80 hours.

#### Section 3

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

#### Section 4

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

#### Section 5

When possible and within budget constraints, the Department Head will honor the non-exempt employee's request regarding the method of compensation, either compensatory time off, or overtime pay.

### **ARTICLE 12 – WORKING-OUT-OF-CLASS AND LEAD PAY**

#### Section 1

The County agrees to compensate an employee assigned in writing to temporarily assume the major distinguishing duties of a position in a higher classification, where such an assignment is for ten (10) consecutive work days or more at a compensation rate of 5%, 7.5%, or 10% differential, or at any step of the higher salary range which provides at least a 5% pay increase to be determined by the Department Head based upon the assigned duties and approved in advance by the County Administrator. The additional compensation shall be retroactive to the first day of the assignment.

#### Section 2

When an employee is directed and authorized in writing by the Department Head/supervisor to perform lead work functions defined as follows:

A lead worker is an employee delegated limited lead and/or coordination of duties by his/her Department Head. Limited duties include distribution of work assignments, maintaining a balanced workload among a group of employees, reviewing completed work and maintenance of records of work.

He or she will receive a 2.5%, 5%, 7.5%, or 10% differential, to be determined by the Department Head for all hours worked while performing those duties. Lead pay must be approved in advance by the County Administrator.

### Section 3

If an employee believes that he/she is working significantly outside his/her classification, he/she may request that his/her job be reviewed for a reclassification. Requests for reclassification review must be made through the employee's Department Head. In the event a reclassification is approved by the County Administrator (per Deschutes County HR-Personnel Rules 1.040, Section C), it will be retroactive to the 1<sup>st</sup> of the month following the day the employee submitted a completed Job Description Questionnaire (available through HR) to their supervisor initiating the request.

## **ARTICLE 13 – VACANCIES**

### Section 1

Normally, all job vacancies that the County intends to fill shall be posted in the Human Resources Department and over the County Intranet for a minimum of seven (7) calendar days. In the event of an unanticipated business need, vacancies may be posted for fewer than seven (7) calendar days. Whenever possible, job announcements for such vacancies shall be sent to each department for posting for no less than ten (10) days.

### Section 2

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

### Section 3

Department employees who apply for a position opening within their department shall be entitled to an interview provided they meet the minimum job qualifications as determined by the Department Head, and have an overall rating of at least "Effective – Meets Standards" on the employee's most recent performance evaluation.

### Section 4

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

## **ARTICLE 14 – ASSIGNMENT OF PERSONNEL**

### Section 1

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

the County. The County shall make every effort to transfer laid off employees into any vacant position for which they are qualified. Employees shall be notified of layoff at least thirty days in advance of lay off.

#### Section 2

Employees shall be eligible for recall for a period of eighteen (18) months. Employees shall be notified of recall in writing, and shall have ten (10) calendar days in which to respond. The County will make every effort to place laid off employees in any other position for which they are qualified.

#### Section 3

Employees transferred or promoted out of the bargaining unit shall not accumulate seniority while out of the bargaining unit. Any such employee subsequently returned into a bargaining unit position, in the same department, shall be entitled to have their frozen seniority restored, which was earned in the bargaining unit.

#### Section 4

There are times when an employee transfers to a different position in another department, but remains in the same classification. In these cases, efforts will be made to transfer the employee as soon as possible, while taking into account the operational needs of both departments. The transfer timelines will be agreed upon by supervisors of both affected departments. If the supervisors cannot agree on a timeline, it will be elevated to the department heads of the affected departments to finalize.

### **ARTICLE 15 – PERFORMANCE EVALUATIONS**

#### Section 1

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

#### Section 2

Classification/Job Description specifications shall be provided to the employee upon hiring and be made available to the employee for review. If classification/job descriptions are changed employees will be made aware of the change and the revised description will be made available to the employee for review.

### **ARTICLE 16 – LONGEVITY AND LENGTH OF SERVICE**

#### Section 1

Length of service is determined by the length of an employee's continuous full-time or part-time service with a County Department.

#### Section 2

Longevity is determined by an employee's continuous full-time or part time service as a County employee.

#### Section 3

For employees working less than full time, longevity pay shall be pro-rated by the number of hours for which the employee was hired to work.

Section 4

Accrued length of service and/or longevity shall terminate in the event of the following:

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

Section 5

Time off during layoff period shall not count toward length of service or longevity accrual.

**ARTICLE 17 – HOLIDAYS**

Section 1

The following shall be recognized as paid holidays:

- |                          |                          |
|--------------------------|--------------------------|
| New Year’s Day           | Labor Day                |
| President’s Day          | Veteran’s Day            |
| Martin Luther King’s Day | Thanksgiving Day         |
| Memorial Day             | Christmas Day            |
| Independence Day         | One (1) Floating Holiday |

Whenever a holiday falls on Sunday, the following Monday shall be considered a holiday. If a holiday falls on Saturday, the preceding Friday shall be a holiday. If an employee works on the actual holiday that falls on a Saturday or Sunday, that day would be the employee’s holiday and they will be paid in accordance with Article 17, Section 3 for that day only. In no event shall an employee receive holiday pay for both the observed and actual holiday. Holidays that occur during paid vacation or sick leave shall not be charged against vacation or sick leave. In order to qualify for holiday pay, employees must work their entire, normal workdays before and after the holiday or be on authorized leave of absence with pay.

Section 2

Full time employees shall be compensated at the straight time rate of eight (8), hours for each recognized holiday. Employees working an alternative schedule of 9 or 10 hours have the choice to: a) revert to a 5/8 schedule during the week in which the holiday occurs, or; b) use accrued time management leave, comp time, or other accrued paid time off to equal 40 hours for the week. The choice of reverting to a 5/8 schedule or using accrued leave shall be approved in advance by the supervisor or Department Head.

All part time employees (half time or more) shall be compensated at the straight time rate on a prorated basis (based on an 8-hour work day) for each recognized holiday.

Section 3

Work performed by non-exempt employees on holidays which fall within the regular work schedule shall be considered as overtime work, and the employees who work on such holidays will be granted time off or compensation pay on the basis of time-and-one-half for the hours worked in addition to their regular holiday pay.

Section 4



Full and part time employees who have recognized holidays falling on their days off will be credited with straight time off for these holidays in a “holiday leave bank”, or have the holiday paid as additional hours if mutually agreed on between the employee and Department Head. Holiday leave bank accounts shall not exceed 60 hours.

#### Section 5

The floating holidays can be used any time during the calendar year by mutual consent between the employee and the supervisor or Department Head. New employees shall be employed six (6) months before they are eligible for the floating holiday. Floating holidays cannot be carried over from year to year. Employees will not receive pay at the time of termination of employment for any unused floating holiday.

### **ARTICLE 18 – TIME MANAGEMENT**

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

#### Section 1

Regular full-time and regular part-time employees can use their accrued leave as soon as it is accrued after receiving authorization from their Department Head. Leave accrual for regular part-time personnel is computed on a pro-rated basis based on authorized FTE. Time Management Leave offered to full and part-time regular employees as articulated in this article and Appendix A – Time Management AFSCME represent substantially equivalent paid sick time benefits in compliance with the Oregon Paid Sick Time Law (“OPST”) as defined by ORS 653.601 through 653.661. Rules for employee accrual and use of paid time under OPST will be consistent with Deschutes County Administrative Policy HR-18 - Oregon Paid Sick Time.

#### Section 2

Leave accrues while an employee is on leave with pay, but not while on leave without pay. No employee can be granted leave without pay until after all forms of accrued leave have been exhausted.

#### Section 3

When an employee is transferred or appointed to another department, all of his/her leave will be assumed by the new department.

#### Section 4

An employee who terminates his/her employment is entitled to cash compensation in lieu of leave. In case of death, compensation for accrued leave will be paid in accordance with state law.

#### Section 5

Department Heads shall establish staffing schedules to provide for requested leave for employees, and employees are to take leave at the time scheduled. A record of time taken shall be kept on file in the department. Such schedules may be amended to meet work emergencies. In establishing regular schedules, Department Heads shall give due consideration to the desires of individual employees while weighing the work requirements of the department. Whenever possible, longevity shall prevail where there is a conflict between two or more employees wanting the same time off for vacation purposes.

#### Section 6

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

### **ARTICLE 19 – SICK LEAVE**

### Section 1

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

### Section 2

This Section applies only to those employees who have time in the sick leave bank. Sick leave bank may be used only after the employee has been absent for an equivalent of at least three full days within the prior 30-day period for qualifying sick leave. Sick leave bank hours shall be used only for the following:

1. Illness or injury.
2. Medical or dental care.
3. Exposure to contagious disease under circumstances by which the health of fellow employees or the public would be endangered.
4. FMLA/OFLA qualifying leave in accordance with State and Federal Family Medical Leave laws.
5. Death of a family member as defined by FMLA/OFLA. Up to five working days in succession per occurrence may be used for these purposes with no mandatory use of time management leave first if the employee has a sick-bank account. Either time management or sick-bank leave must be used. An additional three more days maximum of sick bank or time management may be utilized upon the County Administrator's (HR-Personnel Rules 1.040, Section C) approval with Department Head recommendation.

### Section 3

Time Management Leave offered to full and part-time regular employees as articulated in Article 18 – Time Management and Appendix A – Time Management AFSCME represent substantially equivalent paid sick time benefits in compliance with the Oregon Paid Sick Time Law (OPST) as defined by ORS 653.601 through 653.661. Rules for employee accrual and use of paid time under OPST will be consistent with Deschutes County Administrative Policy HR-18 - Oregon Paid Sick Time.

### Section 4

Upon written application for an employee, leave without pay may be granted by the Department Head subject to final authorization by the County Administrator (per HR-Personnel Rules Section 10.030) for a reasonable period of disability after earned leave and FMLA/OFLA leave have been exhausted. In no instance shall such leave without pay exceed six months.

### Section 5

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

## **ARTICLE 20 – LEAVES OF ABSENCE**

### Section 1

Full-time and part-time employees shall be granted leave with full pay, computed on the basis of their normal number of working hours per day, at the employee's regular straight-time hourly rate, any time they are required by summons or subpoenas to report for jury duty or jury service. An eligible employee shall endorse any fee, excluding mileage, to the County as a condition to receipt of jury pay.

### Section 2

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

### Section 3

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

### Section 4

An employee who has served with the County for at least six months and who is a member of the National Guard or the reserve of any branch of the U.S. Military is entitled to military leave not to exceed fifteen (15) work days per Federal fiscal year. Such leave will be granted without loss of time, pay or other leave and without impairment of merit rating or other rights or benefits. Military leave with pay may be granted to personnel with bona fide military orders and shall not be paid if the employee does not return to his/her position immediately following the end of the approved duty period. Department Heads are required to report employees on leave on the payroll time and leave worksheets. Copies of military orders shall be placed in the employee's personnel file. Military leave without pay will be granted to employees for performance of military service, pursuant to bona fide military orders, in accordance with the provisions of Oregon State law and the provisions of the Uniformed Service Employment and Reemployment Rights Act of 1994, as amended. Employees may, but are not required to, use accrued and unused time management leave for any period of military service which is unpaid by the County.

### Section 5

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

### Section 6

Employees may be granted time off with pay for educational purposes to attend conferences, seminars, briefing sessions, training programs and other programs of a similar nature required or approved by the employee's Department Head. Subject to the supervisor's discretion and with prior supervisory approval, and so long as doing so does not negatively impact the quality, timing, or amount of work expected of the employee, schedules or customary work hours of exempt employees may be adjusted to attend work related training or educational courses or events.

### Section 7

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

### Section 8

Special leave is a provision created to accommodate natural disasters and life threatening situations. If there is a building emergency, a bomb threat or a natural disaster, special leave may be granted to County employees by Board decree. Such leave does not affect an employee's earned leave.

#### Section 9

An employee's Department Head may grant a leave of absence without pay not to exceed thirty calendar days. Leave of absence without pay for periods in excess of thirty days must be approved by the County Administrator.

#### Section 10

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

### **ARTICLE 21 – HEALTH AND WELFARE**

#### Section 1

Health Insurance is to include the following:

- Medical Insurance
- Vision Insurance
- Dental Insurance
- Prescription Drug Insurance
- Orthodontic Insurance

#### Section 2

Other insurance is to include the following:

- Employee life insurance
- Dependent life insurance
- Long-term disability insurance
- Unemployment insurance
- Retirement health insurance

#### Section 3

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

#### Section 4

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

Employees who retire from the County with more than fifteen (15) years and less than thirty (30) years of full-time service are eligible to receive a County contribution towards their monthly insurance premiums until age sixty-five (65) or until eligible for Medicare, in accordance with a schedule recommended by the EBAC and approved by the Board of County Commissioners. The schedule of retiree premiums and County contributions shall be posted on the Human Resources Department Intranet site.

#### Section 5

Full-time and part-time (half-time or more) employees will be eligible for benefits in accordance with this contract. Regular, part-time employees (half-time or more) will be required to pay pro-rated premium

contributions based on their percentage of hours worked if they elect the Standard plan. If a part-time employee elects the High-Deductible plan, then the premium contribution will be the same as a full-time employee on the Standard plan.

#### Section 6

Workers' Compensation will be paid at the rate mandated by Oregon State Law. Time loss payments begin three (3) calendar days after the employee leaves work or loses wages as a result of a compensable injury.

In case of extreme emergency, the County Administrator may authorize the use of the employee's accrued leave, which shall be the difference between the employee's regular net monthly salary and the amount of Workers' Compensation payment. When an employee receives approval under this section, pro-rated charges will be made against the employee's accrued leave. In no case shall the combined payment exceed the employee's net regular monthly salary rate. In no case will supplemental payments be allowed after an employee becomes eligible for long-term disability benefits. Accrued leave shall not include leave acquired by leave donation.

"Extreme emergency" is defined as:

- Inability to return to work in any capacity for at least four working weeks.
- Demonstrated increase in basic living expenses as a direct result of the injury.
- Extreme hardship, determined by the County Administrator.

#### Section 7

The Employee Benefits Advisory Committee including four (4) AFSCME representatives (see Appendix B) shall meet at least eight (8) times per year for the purpose of reviewing program performance and advising the Board of Commissioners on desired changes in Insurance Benefits. The committee shall meet and review any proposed changes to the Insurance Benefits Plan before a change is made.

Health benefits and other insurance will be provided to AFSCME represented employees under the same conditions and restrictions as provided to all other County employees. Coverage may be adjusted or modified by the County after soliciting a recommendation from the County Employee Benefits Advisory Committee.

#### Section 8

A health benefits plan document shall be adopted annually by the County following a review by the Employee Benefits Advisory Committee. The per FTE cost of providing the health benefits called for in this plan shall be determined by an actuarial valuation for both a composite rate and a tiered system. The County shall annually, as part of the budget adoption process, establish an employee premium contribution. Monthly employee health insurance premium contributions shall be no greater than nine point five percent (9.5%) of the per FTE cost as calculated by the composite rate. The County reserves the right to establish a tiered system for premium contributions under which different contribution rates may be established for a single employee, employee and spouse/same sex domestic partner, employee and child(ren), or full family benefits. If the County establishes a tiered system for premium contributions, the monthly employee health insurance premium contributions shall be no greater than nine point five percent (9.5%) of the respective tier cost for the relevant enrollment tier.

### **ARTICLE 22 – RETIREMENT**

The County shall be a participant in the Public Employees Retirement System (PERS)/Oregon Public Service Retirement Plan (OPSRP) or its equivalent.

After the employee has completed his/her six full months' employment period and holds a position requiring that the employee work in excess of 600 hours per year, the County shall make contributions to PERS/OPSRP

in accordance with levels established for the employee's position. The employees will contribute to PERS/OPSRP in accordance with the state law.

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

The County will take appropriate action to have the employee contribution defined as pre-tax in accordance with tax code regulations.

The County will continue to provide a Deferred Compensation plan in compliance with IRC 45. The plan will be available to all AFSCME bargaining unit employees.

### **ARTICLE 23 – TRAVEL EXPENSES**

Reasonable and necessary travel, meal and miscellaneous expense reimbursement will be approved for payment when an employee incurs expenses while acting within the scope of employment with Deschutes County in accordance with Deschutes County Finance Policy No. F-01, or subsequently adopted travel and expense policy. Compensation while traveling on County business shall be subject to Deschutes County Policy No. HR-15. The County shall not modify the versions of Policies No. F-01 and HR-15 in place when this Agreement takes effect without first providing the Union with at least 14 days prior written notice and an opportunity to bargain the modification. Upon timely demand the County and the Union shall bargain the modification. Failure by the Union to demand to bargain within such 14 days shall be deemed a waiver of the opportunity to bargain the modification.

### **ARTICLE 24 - SAFETY**

#### **Section 1**

The County and the Union agree to cooperate in the continuing objective to eliminate accidents and health hazards.

#### **Section 2**

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

#### **Section 3**

The County will continue a comprehensive risk management program including approved OSHA safety committees and will review issues reported in Section 2 above. The Union shall be entitled to have a representative on each committee. Minutes from safety committee meetings shall be posted in affected areas.

### **ARTICLE 25 - PROFESSIONAL DEVELOPMENT**

#### **Section 1**

The County shall pay for the professional registration, certification or licensure of all full-time professional staff required to maintain their registration, certification or licensure as a condition of employment and as required by state law. This includes but is not limited to: Public Health Nurses, Environmental Health Specialists, Property Appraisers, Registered Health Information Technicians, Mental Health Clinicians, Building Inspectors, and Notaries Public.

Section 2

In the event an employee utilizes their license for any private gain and/or any non-county services they shall reimburse the county the full amount expended on their behalf.

**ARTICLE 26 – RIGHT TO CONTRACT**

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

**ARTICLE 27 - SEPARABILITY**

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

**ARTICLE 28 - SCOPE OF AGREEMENT**

Section 1

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

Section 2

In the event the County intends to make a unilateral change in a mandatory subject of bargaining as defined by ORS 243, the County agrees to notify the Union and subsequently fulfill its obligation under PECBA prior to making said change.

**ARTICLE 29 - TERM OF THE AGREEMENT**

This Agreement shall be effective July 1, 2021, and shall remain in full force and effect through June 30, 2025.

**ARTICLE 30 - WAGES**

For Fiscal Year 21-22, there shall be a 1.5% COLA increase effective the first day of the month following signature by AFSCME and the Board of County Commissioners. Employees who are represented by AFSCME on the date the Board of County Commissioners approves the collective bargaining agreement shall receive a one-time lump sum payment as follows:

- Time period: July 1, 2021 through the effective date of the COLA.
- Number of hours worked and paid time off (such as TML) multiplied by 1.5% of the employee's hourly rate as of July 1, 2021.
- This one-time lump sum payment shall not impact the employee's FLSA/OT rate for the specified time period.

For the contract period of July 1, 2022 through June 30, 2023 the wage schedule shall be amended to reflect a COLA equal to the "average 12-month CPI percentage" from the twelve months of the Consumer Price Index for All Urban Consumers (CPI-U), West Region, Size Class B/C cities using each month's CPI 12-month percentage change from February 2021 to January 2022. The CPI% used for each month is the "12-month percent change" - meaning the month is compared (for the CPI index) to the same month from the previous year. The CPI Index shall be: All Urban Consumers (CPI-U), West Region, Size Class B/C cities. The COLA shall have a minimum increase of not less than one and a half percent (1.5%) and a maximum increase of not more than three and a half percent (3.5%). Appendix C shows the calculation methodology for an example period.

For the contract period of July 1, 2023 through June 30, 2024 the wage schedule shall be amended to reflect a COLA equal to the "average 12-month CPI percentage" from the twelve months of the Consumer Price Index for All Urban Consumers (CPI-U), West Region, Size Class B/C cities using each month's CPI 12-month percentage change from February 2022 to January 2023. The CPI% used for each month is the "12-month percent change" - meaning the month is compared (for the CPI index) to the same month from the previous year. The CPI Index shall be: All Urban Consumers (CPI-U), West Region, Size Class B/C cities. The COLA shall have a minimum increase of not less than one percent (1.0%) and a maximum increase of not more than four percent (4.0%). Appendix C shows the calculation methodology for an example period.

For the contract period of July 1, 2024 through June 30, 2025 the wage schedule shall be amended to reflect a COLA equal to the "average 12 month Consumer Price Index (CPI) percentage" using each month's CPI 12-month percentage change from February 2023 to January 2024. The CPI% used for each month is the "12-month percent change" - meaning the month is compared (for the CPI index) to the same month from the previous year. The CPI Index shall be: All Urban Consumers (CPI-U), West Region, Size Class B/C cities. The COLA shall have a minimum increase of not less than one percent (1.0%) and a maximum increase of not more than four percent (4.0%). Appendix C shows the calculation methodology for an example period.



## APPENDIX "A"

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SUBJECT: TIME MANAGEMENT - AFSCME

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### I. PURPOSE

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

### II. SCOPE

This program covers all AFSCME represented employees. Time Management Leave shall accrue in lieu of the following:

- Sick leave (non occupational illness or injury leave) Vacation leave
- Family emergency
- Compensatory time (except as provided in Article 11 and Deschutes County General Policy No. HR-4)
- Paid sick time as defined by the Oregon Paid Sick Time Law ("OPST") (Time Management Leave offered to full and part-time regular employees as articulated in Article 18 Time Management and this appendix represent substantially equivalent paid sick time benefits in compliance with OPST as defined by ORS 653.601 through 653.661. Rules for employee accrual and use of paid time under OPST will be consistent with Deschutes County Administrative Policy HR-18 - Oregon Paid Sick Time.)

Nonexempt employees who are eligible for 1.5 compensatory time or overtime will still receive such under this program in accordance with the Fair Labor Standards Act. Exempt employees are eligible for flex time under the same terms and conditions applied to non-represented employees in accordance with County Policy HR-7 subject to supervisor or Department Head approval.

### III. LEAVE-WITH-PAY PROVISIONS

- A. All employees entering the Time Management Program will be credited with their existing vacation time balance.

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

Months of Service	Hours of Leave	Earned Leave Accumulation
0 – 48 months	168 hours	14 hrs/month
49 – 108 months	192 hours	16 hrs/month
109 – 168 months	216 hours	18 hrs/month

169 – 228 months	240 hours	20 hrs/month
229 – 288 months	264 hours	22 hrs/month
289+ months	288 hours	24 hrs/month

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

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

- B. For regular part-time employees, all reference to time accrual or usage in the Time Management Program shall be prorated according to the percentage of full-time equivalency authorized for the position.
- C. During the course of the year, absence from work for any reason other than on-the-job illness or injury covered by Workers Compensation or paid holiday shall be charged against “earned leave” except as provided in Section IV.B. of this policy. Earned leave shall accrue whenever an employee is on paid status with the County. Employees do not accrue earned leave when on leave without pay.
- D. An employee may accumulate earned leave, including the previous vacation balance, if any, to a maximum of twice the annual time management accumulation. On March 31 of each year, any employee credited with accrued time management leave greater than twice the annual accumulation shall have the amount above the maximum accumulation transferred to their sick leave bank account. If the employee does not have a sick-bank account, an account will be established for the employee. An employee who has acquired the maximum allowable accumulation of time management leave may continue to accumulate earned leave for the balance of the following year in which the maximum accrual was reached, provided that the employee take sufficient earned leave to reduce the accumulation to the maximum allowable prior to the following March 31 or the excess will be transferred to his/her sick-bank account.
- E. Upon an employee’s termination, all of the employee’s earned time management leave (including vacation rollover, if any) shall be paid to the employee at the current rate of pay.
- F. In the event of an employee’s death, all earned leave shall be paid according to state law.
- G. During the first five years of employment, employees shall be required to take a minimum of one (1) week of earned time management leave per year. Thereafter, employees shall be required to take a minimum of two (2) weeks of earned time management leave per year.
- H. Employees shall, whenever possible, request time off in advance. Use of such leave must be scheduled between the employee and his/her supervisor or designee. When an

employee is sick or an emergency requires his or her presence elsewhere, the employee must notify the supervisor as soon as possible prior to their scheduled shift.

- I. After one year of continuous employment, employees may request to convert up to 40 hours of accrued leave to cash on an annual basis. To be eligible, an employee must maintain a minimum balance of one year's time management accrual and must have used the minimum time management leave specified in Section G. A request for conversion of annual leave to cash must be approved by the Department Head subject to budget restrictions and is allowed once each fiscal year. The request must be made prior to April 15th *and* will be included in the employee's April paycheck. The Human Resources Department will distribute request forms no later than the first week of April.
- J. During the last three years prior to retirement, employees may sell up to an additional 80 hours each calendar year of their annual time management leave accrual at the current rate of pay. Extensions of an employee's scheduled retirement date notwithstanding, no employee will be entitled to this option in more than three years. This paragraph is not subject to any of the limitations expressed in Section I of this policy.

#### IV. PRIOR SICK LEAVE ACCUMULATION

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

- A. No compensation for accrued sick leave bank shall be provided for any employee for any reason, except that one-half of the employee's accrued sick leave bank shall be paid to the employee or his/her beneficiary upon death or permanent total disability.
- B. Employees will be allowed to convert up to 100 hours of existing sick leave to time management leave on a two-for-one basis. (100 hours of sick leave will convert to 50 hours of time management leave).
- C. Employees with an existing sick leave bank as of the date this contract is signed shall have those hours moved to a "sick leave vault." One-half of the employee's sick leave vault balance will be paid to the employee upon termination of employment or, upon death of the employee (in accordance with state law). No additional hours will be transferred to the sick leave vault.
- D. Use of Accrued Leave Due to Illness or Injury. Unless otherwise required by law, the sick leave bank and sick leave vault may only be used by the employee after the employee has been absent from work for the equivalent of three entire workdays due to the same illness or injury. Time off during the first three (3) days will be deducted from the employee's accrued and unused time management leave or, if the employee does not have sufficient time management leave, will be deducted from accrued compensatory time or any other paid leave time or be identified as leave without pay.
- E. Definitions:
  - 1. "Sick Leave Bank" is leave available for use when an employee is sick and absent from work for the equivalent of three (3) entire work days due to an illness or injury. Time Management Leave accrued above the annual maximum and not sold back is

transferred to the sick leave bank. Sick leave bank is not paid out except as otherwise provided in subsection A of this Section IV.

“Sick Leave Vault” is leave available for use when an employee is sick and absent from work for the equivalent of three (3) entire work days due to an illness or injury. One-half of the sick leave vault hours will be paid to the employee upon termination of employment.

## APPENDIX "B"

### DESCHUTES COUNTY GENERAL POLICY NO. GA-6

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

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**DISCUSSION:** It is the goal of the Board of County Commissioners to provide a quality Health and Welfare Insurance Benefit Program on a consistent basis to all regular County employees. In providing these benefits it is also the responsibility of the Board to provide such benefits within established budgetary constraints.

#### POLICY:

In order to assist the Board in providing a consistent level of Health and Welfare benefits to all regular County employees, the Board of County Commissioners will appoint an Employee Benefits Advisory Committee (EBAC).

The primary responsibility of the EBAC will be to meet with Human Resources staff, the agent of record, and insurance representatives, in order to review/evaluate all possible options with regard to employee benefits. The EBAC will make recommendations to the Board of County Commissioners regarding Health and Welfare benefit levels.

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

#### EBAC MEMBERSHIP:

The EBAC will be comprised of the following voting membership:

- 4 representatives from AFSCME, selected by AFSCME
- 2 representatives from DCSA
- 1 representative from 701
- 1 representative from 9-1-1
- 1 representative from DCDA
- 1 Human Resources Director
- 1 Risk Manager
- 5 Department Heads, Managers, and/or Elected Officials
- 1 Representative for COIC (Central Oregon Intergovernmental Council)

The County Administrator will be a non-voting member of the committee. Additional non-voting members may be appointed at the discretion of the committee. A Chair and Vice Chair will be selected annually by the committee, with one position to be filled by a manager or elected official, and the other will be a non-management representative.

The Human Resources Department will provide staff support to the committee.

## MINIMUM MEETING REQUIREMENTS:

At a minimum, the EBAC will meet eight (8) times per Fiscal Year. Additional meetings may be scheduled at the discretion of the committee. Subcommittees may also be established at the discretion of the committee.

The EBAC may request the removal or replacement of a voting member who is not able to attend two (2) or more consecutive EBAC meetings, or four (4) or more meetings in any twelve month period.

Minutes of each meeting for the three years preceding will be kept by the County and posted on the County's intranet site. The County will send out communications to all employees with instructions for accessing meeting minutes on the County's intranet site on an interval agreed upon mutually by the County and the Union. All EBAC members will receive notice of planned meetings.

The meetings will be open to all interested employees.

APPENDIX “C”

**CPI Methodology - All Urban Consumers (CPI-U), West Region, Size Class B/C cities.**

To illustrate the change in CPI methodology starting in FY 22-23, the following table shows the application of the rolling 12-month average look back for 2016-17, 2017-18, 2018-19, 2019-20, and 2020-21 data. The 12-months rolling average starts with January and over the prior 11 months. The CPI% used for each month is the “12-month percent change” - meaning the month is compared (for the CPI index) to the same month from the previous year.

Note: Consistent with prior years, the level of precision of percentage change will be rounded to the tenth of a percentage (i.e. 1.6% not 1.64 % or 1.7% not 1.65%)

<b>FY Data (Budget year)</b>	<b>CPI-12 month rolling average</b>
2016-17 (17/18)	1.0%
2017-18 (18/19)	2.4%
2018-19 (19/20)	2.9%
2019-20 (20/21)	2.6%
2020-21 (21/22)	1.7%

The following calculation illustrates the rolling average calculation for FY 20-21 data (21/22 Budget year) as of January 2021 (the cutoff date used for budgeting). CPI% for 12 months is determined by change in CPI index over 12 months (i.e., Feb 2020 index compared to February 2019 index)

<b>Year</b>	<b>Month</b>	<b>CPI % “12-month percent change”</b>
2020	<u>Feb</u>	2.9%
2020	<u>March</u>	2.5%
2020	<u>April</u>	1.5%
2020	<u>May</u>	0.5%
2020	<u>June</u>	0.8%
2020	<u>July</u>	1.5%
2020	<u>Aug</u>	1.8%
2020	<u>Sept</u>	2.0%
2020	<u>Oct</u>	1.6%
2020	<u>Nov</u>	1.6%
2020	<u>Dec</u>	1.5%
2021	<u>Jan</u>	1.6%
	<b>Total of CPI% over 12 months</b>	19.8%
	<b><u>Average 12 month CPI percentage (i.e. rolling average)</u></b> Total divided by 12	1.7%

**SIGNATURE PAGE**

DATE this \_\_\_\_\_ Day of \_\_\_\_\_ 2021.

**BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON**

\_\_\_\_\_  
Anthony DeBone, Chair

\_\_\_\_\_  
Phil Chang, Vice Chair

\_\_\_\_\_  
Patti Adair, Commissioner

**FOR THE UNION**

\_\_\_\_\_  
Ethan Laing, AFSCME  
Negotiating Team Member

\_\_\_\_\_  
Abby Levin, AFSCME  
Negotiating Team Member

\_\_\_\_\_  
Caroline Owczarzak, AFSCME  
Negotiating Team Member

\_\_\_\_\_  
Brenda Johnson, AFSCME  
Council 75 Representative

\_\_\_\_\_  
Date



## Letter of Agreement Peer Support Specialist Re-Grade Implementation

Deschutes County has completed a review of the pay grade for the Peer Support Specialist classification. As a result, the County has determined that it is appropriate to change the pay grade from A302 to A306. The purpose of this Letter of Agreement (LOA) is for Deschutes County and AFSCME to agree on implementing this change. Typically, implementation of a changed pay grade is such that the individual employee moves to the step of the new range that has an associated dollar amount that is not less than their currently hourly rate.

Additionally, the County has previously adopted a discretionary practice that allows for a Peer Support Specialist at step 1 to move to step 2 (off-cycle) within their first year of employment when they receive their Traditional Health Worker Certification (THW). In order to recognize the contributions of Peer Support Specialists who have served in this role for greater periods of time, the County seeks for purposes of this LOA to broaden application of this practice. For purposes of this LOA only, the County proposes to provide for a one step increase above step placement at no loss for all existing Peer Support Specialists who possess THW certification upon adoption of this LOA.

This LOA represents Deschutes County and AFSCME bargaining implementation of the pay grade as part of the Deschutes County "What If Package" dated October 29, 2021. All Peer Support Specialists with a THW at the time this LOA is signed will advance an additional step in the implementation. Any Peer Support Specialists without the THW in the implementation will be placed at the step of the new range that has an associated dollar amount that is not less than their current hourly rate.

The implementation shall be as follows:

Pay Grade A302		Pay Grade A306		A302 → A306		A302 → A306 w/ THW	
Steps	Hourly Rate as of 7/1/21	Steps	Hourly Rate as of 7/1/21	Standard Step Placement of Employee Moving from A302 to A306		Proposed Step Placement of Employee with THW Cert Moving from A302 to A306 (Employee gains an additional step)	
1	17.1088	1	20.7958	A302 - 1	A306 - 1	A302 - 1	A306 - 2
2	17.9642	2	21.8357	A302 - 2	A306 - 1	A302 - 2	A306 - 2
3	18.8624	3	22.9274	A302 - 3	A306 - 1	A302 - 3	A306 - 2
4	19.8056	4	24.0739	A302 - 4	A306 - 1	A302 - 4	A306 - 2
5	20.7958	5	25.2775	A302 - 5	A306 - 1	A302 - 5	A306 - 2
6	21.8357	6	26.5415	A302 - 6	A306 - 2	A302 - 6	A306 - 3
7	22.92740	7	27.8685	A302 - 7	A306 - 3	A302 - 7	A306 - 4

The implementation of the new step in the pay grade will be retroactive to which ever date is sooner: August 1, 2021 or the date the employee started as a Peer Support Specialist. The retroactive pay shall not apply to any Peer Support Specialist hired into and already placed into the A306 pay grade. This LOA is a one-time implementation and is not applicable to future situations where a classification receives a new pay grade.

For Deschutes County:

For AFSCME:

\_\_\_\_\_ Date

\_\_\_\_\_ Date