

AGREEMENT

Between

DESCHUTES COUNTY, OREGON

And

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 701

Term of Contract
July 22, 2023 - June 30, 2026

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AGREEMENT

Between

DESCHUTES COUNTY, OREGON

and

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 701

PREAMBLE

THIS AGREEMENT is entered into by Deschutes County, Oregon, hereinafter referred to as the County, and International Union of Operating Engineers, Local 701, hereinafter referred to as the Union, and is intended to cover rates of pay, hours of work, fringe benefits and conditions of employment of employees covered by the bargaining unit hereinafter described.

The parties agree as follows:

ARTICLE 1

SCOPE OF AGREEMENT AND RECOGNITION

1:01 Scope of Bargaining Unit.

The bargaining unit covered by this Agreement shall consist of regular full-time and regular part-time employees in the County's Road and Solid Waste Departments, excluding supervisory and confidential positions, temporary, contract, and any other employees who are not regular full-time or regular part-time employees.

1:01.01 Definitions

- Contract employee – a worker provided to the County by a privately-owned labor staffing company (e.g. Express Employment Professionals or Certified Personnel Service Agency) to perform labor for the County for the temporary, seasonal, interim or sporadic needs of the County.
- Regular full-time employee – A regular employee of the County who has successfully completed probation pursuant to Article VII of this Agreement and is scheduled to work the established hours for a full-time position on a regular, continuous, year-round basis. For the purposes of this Section 1:01.01, “full-time” is defined as not less than forty (40) hours per workweek.
- Regular part-time employee – An employee of the County who has successfully completed probation pursuant to Article VII of this Agreement and is scheduled to work a minimum of twenty (20) hours per week, but less than forty (40) hours per week performing the same duties of a regular, full-time position within the bargaining unit on a regularly scheduled, continuous, year-round basis.

- Temporary employee – An employee of the County who is notified at the time of hire that employment is temporary in nature, will continue only for a specified period of time, or will continue only for the duration of a specific project or projects.

1:02 Recognition.

The County recognizes the Union as the exclusive collective bargaining representative of all the employees covered by the Agreement.

1:03 Temporary Employees

1:03.01 Temporary employees shall be used for the purpose of meeting short-term workload needs of the County.

1:03.02 Unless the business needs of the County require otherwise, temporary assignments will not normally exceed six (6) months, nor will they normally exceed 1,039 hours per calendar year. An employee's temporary status cannot be changed to a regular full-time or regular part-time status unless formally altered by an express appointment to a regular full-time or regular part-time status by the County.

1:04 Contract Employees

1:04.01 Within the Road Department, Contract employees will generally be used to provide manual labor as well as construction/maintenance support, and will generally not be used to operate heavy equipment or to provide other functions in which a commercial driver's license is required.

1:04.02 Within the Solid Waste Department, qualified contract employees may be used to meet seasonal or interim workload needs, to fill in for regular full-time or part-time employees who are on leave, and to meet workload needs during vacancies.

1:04.03 Unless the business needs of the County require otherwise, contract employees will not normally exceed 1,300 hours per calendar year. In the event the County seeks to extend the use of a contract employee beyond 1,300 hours in a calendar year, advanced notice shall be given to the Union.

ARTICLE 2

INDIVIDUAL RIGHTS AND UNION MEMBERSHIP

2:01 Nondiscrimination.

2:01.01 The County and the Union affirm their adherence to the principles of free choice and agree that they shall not discriminate against any employee covered by this Agreement because of their inclusion in any legally recognized protected class, including but not limited to age, race, religion, color, national origin, sex, gender identity, sexual orientation, same-sex domestic partnership status, marital status, political affiliation, physical or mental disability, membership or non-membership in this Union.

2:01.02 All employees in qualifying classifications shall have the right to join or not join the Union. This choice shall be exclusively that of the individual employee and neither the Union nor the County shall discriminate against any employee based on his or her choice.

2:02 Union Membership and Fair Share

Membership or non-membership in the Union shall be the individual choice of employees covered by this Agreement.

2:03 Union Dues

Every employee within the bargaining unit who chooses to become a Member of the Union shall sign and deliver to the County an authorization allowing the deduction of the Union's monthly dues from their pay. The amounts to be deducted pursuant to this Section shall be certified to the County by the Treasurer of the Union, and the aggregate deductions of all Members shall be remitted to the Treasurer of the Union by the County not later than the 10th day of the following month after such deductions are made. The amounts to be deducted by the County shall be determined in accordance with the provisions of the Union's bylaws.

2:04 Indemnification

The Union shall indemnify and hold the County harmless from any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the County or persons acting on behalf of the County for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice, or assignment furnished to the county by the Union under this Article.

ARTICLE 3

MANAGEMENT RIGHTS

3:01 Nothing in this Agreement shall be construed to limit or impair the right of the County to exercise its own discretion on all of the following matters, whatever may be the effect upon employment, when in its sole discretion it may determine it advisable to do any or all of the following:

- to manage its business generally;
- to decide the number and location of work sites and facilities;
- to decide all machines, tools and equipment to be used;
- to move or remove the plant work site or any of its parts to other areas;
- to decide the method and place of construction and manufacture;
- to determine the schedules of production;
- to maintain order and efficiency in its work sites, facilities and operations;
- to hire, assign, transfer, promote, demote, layoff and recall employees;
- to determine the qualifications of employees;
- to determine and re-determine job content;
- to determine the starting and quitting time;
- to determine the number of hours to be worked;
- to make such reasonable rules and regulations, not in conflict with this Agreement, as it 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 the Union and the employees, to require compliance therewith by employees;
- to discipline and discharge employees;
- to subcontract any or all operations.

The County shall have all other rights and prerogatives including those exercised unilaterally in the past subject only to express restrictions on such rights, if any, as are provided in this agreement.

ARTICLE 4

UNION STEWARDS

4:01 The Union may appoint a job steward, or stewards, not to exceed a total of four (4). Activities by a job steward shall not interfere with their normal duties or the performance of other employees. The job steward shall be a regular full-time employee who shall, in addition to their regularly assigned work, perform the duties set forth herein, as long as such may be accomplished without disruption or interference with the work of others. The County shall allow up to the combined total of eighty (80) hours per year to the appointed stewards, for the purpose of conducting union business during normal work hours. Any work hours spent on Union business above the eighty (80) hour limit will be considered unpaid hours unless authorized by the Department Director.

4:01.01 Union steward duties shall include bringing to the attention of the County or the Union, or both, any alleged infraction of the terms and conditions of this Agreement. Such duties shall include making a good faith effort to resolve individual employee grievances as they may arise by working in cooperation with the employee and their Supervisor/Division Manager.

4:01.02 Any Steward shall have the right to investigate conditions of employment or employee grievances under this Agreement so long as such activity shall not disrupt or interfere with their normal duties or the performance of other employees.

4:01.03 No Steward shall be discriminated against for pursuing the grievance procedure as outlined in Article VI. No Steward shall be discriminated against for lawful Union activities.

4:02 The Union shall notify the County in writing of the appointment of any job stewards.

4:03 Any authorized representative of the Union, excluding stewards, shall have the right to visit work sites for the purpose of administering this Agreement. The Division Manager in charge of the work site shall be notified first and every attempt shall be made not to interfere with the work by employees covered by this Agreement.

ARTICLE 5

STRIKES AND LOCKOUTS

5:01 The Union and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage or slowdown, picketing, or any other restriction of work at any location in the County. It is agreed that no picket line or labor dispute will affect the continued performance of Road and Solid Waste Department functions by Employees covered by this Agreement as directed by the County.

5:02 In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form against the County, either on the basis of individual choice or collective employee conduct, the Union will immediately upon notification attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 5:01 above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance provisions of this Agreement.

5:03 There will be no lockout of employees in the unit by the County as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 6

GRIEVANCE PROCEDURES

6:01 Grievance Procedure.

The County will promptly consider and respond to grievances. Any grievance which may arise between the parties concerning the application, meaning, or interpretation of this Agreement shall be settled in the following manner:

6:01.02 Step I

A Union Steward or Representative shall present the grievance, in writing, to an employee's Supervisor or Division Manager, within fifteen (15) calendar days of the act or occurrence giving rise to the grievance. The Supervisor or Division Manager and Union Steward or Representative shall then attempt to resolve the matter within fifteen (15) calendar days from the date the grievance is received by the Supervisor or Division Manager. If the grievance cannot be resolved at Step I, the Supervisor or Division Manager shall present a written response to the Union Steward or Representative no later than fifteen (15) calendar days from the date the grievance is received by the Supervisor or Division Manager.

6:01.03 Step II

If the grievance remains unresolved after Step I, a Union Representative shall present the grievance in writing to the Department Director or their designee(s) within fifteen (15) calendar days after the Step I response is received by the Union Steward or Representative. The Department Director and Representative shall then attempt to resolve the matter within fifteen (15) calendar days from the date the Step II grievance is received by the Department Director or their designee. If the grievance cannot be resolved at Step II, the Department Director shall present a written response to the Representative no later than fifteen (15) calendar days from the date the Step II grievance is received by the Department Director.

6:01.04 Step III

If the grievance is still unresolved after Step II, the Union shall have the right to submit the grievance in writing for review by the County Administrator within fifteen (15) calendar days after the Step II response of the Department Director is received by the Union. The County Administrator may meet with the Representative, grievant or grievants, the immediate supervisor, and the Department Director. The County Administrator shall present a written response to the representative no later than fifteen (15) calendar days from the date the Step III grievance is received by the County Administrator.

6:01.05 Step IV

In the event either of the parties disagrees with the County Administrator's decision, they may request the Board of Commissioners to review the matter. The decision of the Board of Commissioners shall be final and binding.

6:02 General Guidelines for Grievances.

6:02.01 The County and the Union prefer to correct the causes of grievances informally and encourage both supervisors and employees to resolve problems as they arise.

6:02.02 Verbal reprimands can only be grieved through Step II of the grievance procedure.

6:02.03 Written reprimands can only be grieved through Step III of the grievance procedure, unless the reprimand contains economic discipline, such as demotion, or suspension without pay. Written reprimands containing economic discipline may be grieved through Step IV.

6:02.04 Unless a step increase is withheld, performance evaluations can only be grieved through Step II of the grievance procedure.

6:02.05 Either the Union or an employee can submit a rebuttal to a documented disciplinary action within fifteen (15) calendar days of the date the discipline is imposed. The County will attach the rebuttal to the documented discipline.

6:02.06 If a grievance is not filed within the time limits specified in paragraph 6:01, the grievance shall be dismissed and considered not to have existed.

6:03 If the County fails to respond to any grievance within the time limit prescribed for such response in paragraph 6:01, the grievance shall automatically advance to the next step in the grievance process.

6:04 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. Such mutual consent must be indicated in writing.

6:05 No employee will be disciplined or discriminated against in any way because of the employee's use of the grievance procedure.

ARTICLE 7

PROBATIONARY PERIOD

7:01 The probationary period is an integral part of the employee selection process and provides the County with the opportunity to upgrade and improve the Road and Solid Waste Departments by observing a new employee's work, training new employees, and assisting new employees in adjusting to their positions, and by providing an opportunity to release any employee whose work performance fails to meet required work standards.

7:02 Every new employee shall serve a probationary period of one (1) year unless extended by written agreement between the County and Union. Every new employee who satisfactorily completes their probation shall become a regular full-time employee or regular part-time employee depending upon the status in which they were hired. Every employee having completed less than one (1) year of employment shall be probationary employees and shall be covered by this Agreement as specified herein.

7:03 The Union recognizes the right of the County to terminate the employment of a probationary employee for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees, including but not limited to, the shifting of work schedules or job classifications, the assignment of on-the-job training, cross-training in other classifications, and the requirement that such employees attend training programs, including on their off duty time.

7:04 In order for a probationary employee to satisfactorily complete probation and receive regular status, the employee must meet all job requirements and receive an overall "meets standards" rating on their one (1) year performance evaluation in accordance with departmental policy. The County will evaluate probationary employees prior to or within the month following their completion of their one (1) year probation anniversary date to determine whether they have satisfactorily completed probation. Upon an employee's satisfactory completion of probation, the employee shall receive written documentation from the

Department Director that the employee's probationary status has ended within thirty (30) days of such completion.

ARTICLE 8

DISCIPLINE AND DISCHARGE

8:01 All discipline and discharge shall be for cause. No employee shall be disciplined without full due process of the law.

8:01.01 If the Department Director, Division Manager or Supervisors have reason to discipline any employee they shall impose such discipline in a manner that will not unduly embarrass or humiliate the employee before other employees or the public.

ARTICLE 9

HOURS OF WORK

9:01 Workweek.

The workweek is defined as seven (7) consecutive calendar days beginning at 12:01 am on Sunday and ending on the following Saturday at 12:00 midnight. A regular work schedule, to the extent consistent with operating requirements of the Road Department and Solid Waste Department, and recognizing the necessity for continuous services by that Department throughout the week and in emergencies, as determined by the Department Director, shall consist of five (5) consecutive days as scheduled by the Department Director, except that the County may institute a work schedule of four (4) consecutive ten (10) hour days within the Road Department and four (4) ten (10) hour days with at least two (2) consecutive days off within the Solid Waste Department. The rate of pay for Solid Waste Department employees shall be based on 173.33 regular work hours per month, for the duration of this contract, and shall not be subject to reduction if the County determines to schedule any unpaid holidays, other than the day after Thanksgiving for the Road Department employees. The rate of pay for Road Department employees shall be based on 172.67 regular work hours per month. Whenever possible, employees shall be given ten (10) days notification in advance of any change in the commencement or cancellation of this schedule.

9:02 Regular Hours.

A workday is the twenty-four (24) hour period beginning at 12:01 am each day and ending at 12:00 midnight. The regular hours of work each shift shall be consecutive except for interruptions for meal periods.

9:03 Work Schedules.

The normal workweek shall consist of eight (8) hours of work per day in the case of a five (5) day work schedule or ten (10) hours of work per day in the case of a four (4) day workweek schedule. All employees shall be scheduled to work on a regular shift subject to application of 14.06 and each shift shall have regular starting and quitting times, provided that the Department Director may revise such regular starting and quitting times as hereinafter provided and may direct overtime work as required by the operating needs of the Department. Work schedules showing the employee's normal shift, workdays and hours shall be posted on Department bulletin boards. Except as provided above for changes in the workweek and for situations determined in the judgment of the Department Director to be emergencies, changes in work schedules shall be posted at least one week prior to the effective date of any change. In case of adverse working conditions or other unpredictable conditions, work schedules may be canceled, modified or terminated at the option of the County. In such cases a reasonable attempt will be made to notify such employee affected as soon as practicable.

9:04 Meal Periods.

Unless one of the below exceptions apply, referenced in 9:04.01 and 9:04.01.01 as determined by a Division Manager or the Department Director, employees shall be granted a minimum of one-half (1/2) hour uncompensated meal period during each work shift. To the extent consistent with operating requirements of the Department, meal periods shall be scheduled at or about the middle of the work shift.

9:04.01 Exceptions: Consistent with applicable Oregon law governing meal periods for non-exempt hourly employees, exceptions to the meal period requirement stated above may be allowed as follows:

- 1) Where an unforeseeable equipment failure, act of nature, or other exceptional and unanticipated circumstance occurs that only rarely and temporarily precludes the provision of a meal period.
- 2) Where providing an uninterrupted one-half (1/2) hour uncompensated meal period during which employees are relieved of all duties would impose an undue hardship on the operation of the County's business. In such instances, employees must still be provided with adequate time to consume a meal, rest and use the restroom, and must be paid for this time, in addition to being provided all rest periods required by law for the number of hours worked during any given shift. When this exception applies, the County must provide written notice to each affected employee on the then-current form prescribed by the Oregon Bureau of Labor and Industries for use in instances of undue hardship and must maintain a copy of this notice for the duration of each affected employee's employment and for at least six (6) months after the termination date of each affected employee.

9:04.01.01 Examples of When These Exceptions May Apply in the Road and Solid Waste Departments (These are not intended to be an exhaustive list of when exceptions to the meal period requirement may apply):

Within the Road Department - Exception #1 may apply to snow/ice removal operations depending on the severity of circumstances, as determined by the Division Manager. Exception #2 may apply to chip seal and paving operations as well as other perishable or time sensitive activities, as determined by the Division Manager.

Within the Solid Waste Department – Exception #2 may apply to landfill attendants conducting transactions at Solid Waste facilities where hours of operation require customer service the entire day and do not allow for a full one-half (1/2) hour uninterrupted meal period away from the work station.

9:05 Breaks.

Employees shall be entitled to a mid-morning and mid-afternoon break not to exceed fifteen (15) minutes each. Each of the two (2) breaks shall be taken at a time determined by the Division Manager.

ARTICLE 10

HOLIDAYS

10:01 Observed Holidays.

The following shall be observed as holidays:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth Day	Independence Day
Labor Day	(1) Floating Holiday
Martin Luther King's Day	

10:02 Eligible Employees.

Regular full-time and probationary employees who work, or have authorized paid time off, on the last regularly scheduled day before and the first regularly scheduled day after any of the above named holidays shall be eligible for holiday pay.

10:03 Holiday Pay.

Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work. If a holiday falls within a 4 x 10 schedule, each eligible employee shall receive ten (10) hours pay.

10:04 Holiday During Leave.

Should an employee be on authorized leave when a holiday occurs, such holiday shall not be charged against such leave. In such event, the employee may, upon prior notice and approval by the County, schedule one additional consecutive day of leave and be paid for the holiday. If an additional consecutive day of leave is not approved by the County the employee may, upon mutual consent, reschedule such day at a later date. No employee shall be compensated twice for the same holiday.

10:05 Holiday Work.

OBSERVED Holiday Worked

- If an employee works on any day their department is closed in observance of the holidays listed above, the employee, in addition to their holiday pay, shall be paid for all hours worked at the rate of time and $\frac{1}{2}$ (1.5) of their regular straight-time hourly rate of pay.

ACTUAL Holiday Worked

- If an employee works on the actual holiday that falls on a Saturday or Sunday, the employee shall be paid for all hours worked at the rate of time and $\frac{1}{2}$ (1.5) of their regular straight-time hourly rate of pay.

OBSERVED and ACTUAL Holiday Worked

- When an employee works the observed holiday AND the actual holiday, in addition to their holiday pay for the actual holiday, the employee shall also be paid for all hours worked at the rate of time and $\frac{1}{2}$ (1.5) for all hours worked for each day.

10:06 Holiday Falling on Scheduled Day Off.

If an employee's regularly scheduled day off falls on any of the observed holidays listed above, they shall receive another day off on a date within the same pay period as the holiday or the pay period immediately following.

Exclusive to Solid Waste Department: The day off shall be scheduled by the Director or the Director's designee. The employee shall have the option of requesting a different day off and must do so within one week of the holiday. The Director or Director's designee shall not

unreasonably deny an employee's request for a day off pursuant to this Section so long as such request complies with the limitations stated herein.

Exclusive to the Road Department: If a regularly scheduled day off falls on any of the holidays listed above, the last workday prior to the holiday shall be the observed holiday for holidays occurring on Friday and Saturday; the first workday after the holiday shall be the observed holiday for holidays occurring on Sunday and Monday, unless approved otherwise by an employee's Supervisor.

ARTICLE 11

SICK LEAVE

11:01 Accumulation.

11:01.01 Employees shall accumulate sick leave at the rate of eight (8) hours for each full month of continuous service. Leave will be deducted on hour-per-hour basis.

11:01.02 Sick leave shall be used only for the following:

Where an employee is physically unable to perform duties because of illness or injury. In such a case, employees shall notify the Supervisor or Division Manager as soon as possible prior to the beginning of the shift. At the request of the Supervisor or the Division Manager, the employee will provide a written document from a Health Care Provider that an employee is unable to work due to an illness or injury;

- To obtain medical or dental care;
- As the result of exposure of a contagious disease or condition under circumstances by which the health of fellow employees or the public could be endangered.
- Due to the death of an employee's mother, father, spouse, same-sex domestic partner, sister, brother, children, grandparents or other close relatives. Up to three (3) working days in succession per occurrence may be used for these purposes. The employee's Division Manager may grant additional days if special circumstances exist and;
- All eligible leave taken in accordance with the Oregon Family Leave Act (OFLA) and the Family Medical Leave Act (FMLA).

11:01.03 In the event that an employee needs to utilize their allowance of sick leave, the employee shall notify the Supervisor or the Division Manager of the pending absence prior to the beginning of their assigned shift. Such notification should be made at the earliest possible time prior to the commencement of the employee's work shift, and will include the nature or reason for the absence and the expected length of the absence, unless the employee is unable to do so because of the serious nature of the illness or injury.

11.01:04 Unused sick leave credits may be converted to retirement benefits in accordance with state law.

11.01.05 A Health Care Provider’s statement documenting that an employee is unable to work due to an illness or injury may be required at the option of the Department if an employee utilizes more than three (3) consecutive days of sick leave, or if the employee is demonstrating a pattern of sick leave abuse. Abuse of sick leave privileges shall be treated in accordance with the discipline and discharge provisions of this Agreement.

11:02 Termination.

Sick leave is provided by the County solely in the nature of insurance against loss of income, due to illness or injury. No compensation for accrued sick leave shall be provided for any employee for any reason except that one-half (1/2) of the employee's accrued, sick leave shall be paid to the employee or their beneficiary upon death, retirement or permanent total disability, or after five (5) years of continuous employment, and a voluntary resignation, (not including termination or resignation in lieu of termination for cause). Sick leave shall not accrue during any period of leave of absence without pay or layoff.

11:03 Time Management Program

Article 11 shall not apply to employees participating in the Time Management Program. Employees participating in the Time Management Program shall be covered by the Time Management policy outlined in Exhibit “A” of this contract. Time Management Leave offered to full and part-time regular employees as articulated in Exhibit “A” of this contract 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.

ARTICLE 12

VACATIONS

12:01 Amount of Vacation and Eligibility Requirements

Regular full-time employees shall receive:

Years Of Service	Hours of Vacation	Accrual Rate
1-5 Years	96 Hours	8 Hrs./Month
5-10 Years	120 Hours	10 Hrs./Month
10-15 Years	144 Hours	12 Hrs./Month
15-20 Years	168 Hours	14 Hrs./Month
+20 Years	180 Hours	15 Hrs./Month

Vacation shall be compensated at the employee's regular straight-time hourly rate at the time the vacation is taken. Continuous service shall constitute service unbroken by separation from employment as a regular full-time employee in the Department. Leave will be deducted on an hour-per-hour basis.

12:02 Scheduling.

Employees shall be permitted to request either split or single vacation. Whenever possible, consistent with the Department Director's judgment as to the needs and requirements for vacation relief, employees may schedule their vacation times. Subject to such requirements, vacation time shall be scheduled between employees on the basis of seniority, provided, however, each employee will be permitted to exercise seniority only once each year. The County shall have the final determination of vacation time based on operations and the availability of vacation relief.

12:03 Vesting.

An employee's vacation shall accrue at the end of each month and vest after an employee has been in regular employment for six months. Upon termination of employment after six months of continuous service, all of the employee's unused vacation leave shall be paid to the employee. If an employee leaves before completing six months of employment, they will not be paid for the unused vacation leave.

The maximum earned but unused accrual for vacation leave shall be equal to a total of two years vacation leave credit. On May 1 of each year, any employee with accrued vacation leave greater than two years vacation leave shall forfeit the amount over the maximum accumulation. An employee may continue to accumulate earned leave for the balance of the year, provided the employee takes sufficient leave to reduce the accumulation to the maximum allowable prior to the following May 1 or forfeit the excess. Leave accrued in excess of the above is forfeited unless prior approval for an extension is granted, in writing, by the County Administrator.

12:04 Time Management Program

Article 12 shall not apply to employees participating in the Time Management Program. Employees participating in the Time Management Program shall be covered by the Time Management policy outlined in Exhibit "A" of this contract. Time Management Leave offered to full and part-time regular employees as articulated in Exhibit "A" of this contract 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.

OTHER LEAVES OF ABSENCE

13:01 Leave for Jury Duty.

Regular full-time employees shall be granted leave with full pay, computed on the basis of eight (8) or ten (10) hour day's pay per day, whichever is applicable, at the employee's regular straight-time hourly rate, any time they are scheduled to work and are required by summons or subpoena to report for jury duty or jury service. An employee shall endorse any fee, excluding mileage, to the County as a condition to receive jury duty pay. Upon being excused from jury service for any day, the employee shall immediately contact the employee's Supervisor or the Director for assignment for the remainder of the employee's regular workday, unless the employee's jury duty has been for such hours that cause the employee to be unfit for duty. In those instances where jury duty has caused the employee to be unfit for duty, the employee may utilize accrued leave.

13:02 Leave for Witness Duty.

Leave with pay shall be granted for actual work time missed for an appearance on the County's behalf, connected with their official duties before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena; however, should the hearing last longer than the affected employee's regular work day, all hours beyond their regular shift, excluding travel time, shall be compensated for at one and one-half (1 1/2) times their regular straight time hourly rate. Employees shall return to the County any compensation, excluding mileage, received as a result of such duty. Upon being excused from witness duty for any day, the employee shall immediately contact the employee's Supervisor or the Director for assignment for the remainder of the employee's regular workday, unless the employee's witness duty has been for such hours that cause the employee to be unfit for duty. In those instances, the employee may utilize accrued leave. This section shall not apply if the employee's appearance is adverse, in any manner, to the County's interest.

13:03 Military Leave.

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 their position immediately following the end of the approved duty period. Department Directors are required to report employees to the Human Resources Department and 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.

13:04 Education Leave

After completing one year of continuous service, a regular full-time, upon written request, may be granted a leave of absence without pay by the County Administrator (with departmental approval), for the purpose of upgrading their professional ability through enrollment in educational courses related to their employment 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. One year's leave of absence with requested extensions for educational purposes may not be provided more than once in any three-year period.

13:05 Conferences, Seminars, Educational Training

Employees may be granted time off with pay for educational purposes to attend conferences, seminars, briefing sessions, training programs, and other programs of similar nature required and approved by the Department Director. One year's leave of absence with requested extensions for educational purposes may not be provided more than once in any three-year period.

ARTICLE 14

COMPENSATION

14:01 Wages and New Classifications.

Employees shall be compensated in accordance with a step salary schedule attached to this Agreement and marked "Exhibit B", which is hereby incorporated into and made a part of this Agreement. All entry level (new hires) will start at Step 1 or Step 2 unless a different salary is negotiated and approved by the County Administrator. New hires will serve in that step until successfully completing their probation period. Wage adjustments within a step advancement requires the employee to receive an overall "Meets Standards" rating on their performance evaluation. There will be no more than one step advancement per year.

For the contract period of July 22, 2023 through June 30, 2024 the salary schedule, Exhibit "B", as amended in the paragraph above, 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 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 salary schedule, Exhibit "B", as amended in the paragraph above, shall be amended to reflect a COLA equal to the "average 12-month CPI percentage" from the twelve months of the CPI-U, West Region, Size Class B/C cities 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 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, 2025 through June 30, 2026 the salary schedule, Exhibit "B", as amended in the paragraph above, shall be amended to reflect a COLA equal to the "average 12 month CPI percentage" from the twelve months of the CPI-U, West Region, Size Class B/C cities using each month's CPI 12-month percentage change from February 2024 to January 2025. 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 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.

14:01.01 When any position not listed on the salary schedule is established, the County shall designate a job classification and pay rate for the position. The Union shall be notified within seven (7) calendar days of the new designation and, within seven (7) calendar days of such notice, shall be afforded an opportunity to meet and discuss the matter.

14:02 Longevity.

County employees who have worked continuously for the County are eligible to receive an additional \$92.50 per month for each five (5) years of continuous service, effective July 22, 2023 with an increase of the following for each year of the contract:

July 1, 2024 \$95.00

July 1, 2025 \$97.50

14:03 Training.

The County will develop a training program that is consistent with the performance requirements for advancement in conformance with the needs of the County, the employee, and the terms of this Agreement.

14:03.01 Training Policy

DCRD will maintain a training policy which considers (including but not limited to):

1. The needs of the County, employees and job classifications.

2. Efficiencies in the development of specialties within the unit.
3. Seniority.

14:04 Call-back Time.

Any employee called back to work after completing their regular scheduled shift on that day shall be paid for a minimum of two (2) hours at the rate of time and one-half (1 1/2).

Any employee called back to work while on vacation leave shall be paid at the rate of time and one-half (1 ½) for the first two hours, and straight time for all additional hours worked, unless otherwise eligible for overtime. If an employee is called back for multiple days while on vacation leave, the time and one-half (1 ½) provision for the first two hours applies only to the first day of call back.

14:05 Flex Time (All Exempt Employees)

Exempt Employees (Design Engineer, and Traffic Engineer) may be granted flex time on a one hour for one hour basis. This flex time must be used and monetary compensation cannot be claimed. Flex time will be granted and used at Department Director discretion and records of this time will be maintained within the department in accordance with County Policy.

14:06 Overtime (All non-exempt employees)

Non-Exempt Employees covered by this Agreement shall be compensated at one and one-half (1 1/2) times their regular straight-time hourly rate under the following conditions, but in no event shall compensation be received twice for the same hours worked.

Basis for payment of overtime is as follows: any time worked over the regular scheduled full-time workweek or over 40 hours per week any time worked on work days outside the employee's regular work schedule in which the employee is called in to work or more than 10 hours per work day (for a 4 x 10hr shift) or 8 hours per work day (for a 5 x 8hr shift). Hours worked shall include holidays, vacation and compensatory hours which are authorized and scheduled in advance in accordance with departmental policy. Sick leave does not count as hours worked. The rate of pay for overtime is 1.5 times the normal hourly rate, which shall be based on the employee's current pay grade, including additional pay received for lead, skill differential, longevity, and any applicable shift differential. Overtime must be authorized and directed by the department head Department Director or Supervisor. In the event that an employee is required to work on any of the days the County is closed due to mandatory days off, the employee will receive overtime pay whether or not they worked forty (40) hours in that week. The above shall also apply to days in which the mandatory day off has been observed by the Division or subset of the Division due to the mandatory day off occurring outside the work schedule of the employee. The employee will receive overtime pay for work performed on observed mandatory days off whether or not they worked forty (40) hours in that week.

14:07 Compensatory Time (Non-Exempt employees)

In lieu of overtime pay, by mutual agreement between the Department Director and employee, a non-exempt employee may receive compensatory time off at the rate of one and one-half (1.5) times their regular rate of pay. Compensatory time shall not exceed eighty (80) hours. Scheduling of these hours will be upon request of the individual and approval by the Division Manager or their designee.

For those persons that have a legitimate reason to take time off within the same weekly pay period the additional hours are worked, the Supervisor or Division Manager may approve such a trade on a one hour for one hour basis.

14:08 Distribution of Overtime.

Overtime work shall be performed as directed by the Department Director or their designee. To the extent consistent with the operating needs of the Department, overtime work shall be distributed as equally as is reasonable among employees with comparable skills within the same job classification. Overtime work shall be scheduled by the County as deemed necessary to accomplish work schedules and to meet emergency needs. Upon notification of overtime work prior to completion of an employee's shift, such employee shall perform such overtime as directed by the County. A record of overtime hours worked will be recorded on an employee's timesheet and reflected on their paycheck stub.

14:09 Temporary Assignment of Bargaining Unit Members

A bargaining unit member's pay rate shall not be decreased when temporarily assigned work at a lower rate of pay. Bargaining unit members who are assigned to perform the full scope of duties consistent with a job classification associated with a higher pay grade shall be paid a 10% Add Pay. Out of class and Add Pay will be paid in 1/2 shift increments. In order to receive this pay you must be assigned or directed by Management.

14:10 Standby Time

Employees designated by Management as "On-Call" shall be compensated 1 hour of standby time for every 8 hours on days not scheduled to work and 1 hour standby time for each scheduled workday. All Standby time will be at a straight time rate. Calculations of hours for 4-day, and 5-day shift schedules are displayed in the chart below.

5-Day Work Week	Hours of Standby Pay	Weekly Total
5 Days scheduled	5 hours of standby pay	11 hours paid
2 Days non-scheduled	6 hours of standby pay	
4-Day Work Week		
4 Days scheduled	4 hours of standby pay	13 hours paid
3 Days non-scheduled	9 hours of standby pay	

14:11 Shift Differential

If the Road Department implements a split-shift which provides a minimum of 20-hours of daily operational coverage for winter operations or other emergencies, equipment operators and other responding personnel will receive additional pay of \$2.00 per hour for all hours worked between 6:00 p.m. and 6:00 a.m.

14:12 Skill Differential

14:12.01 ASE Certifications

Senior Store Clerks who obtain an Automotive Service Excellence (ASE) Parts Specialist Certification will receive six percent (6%) above their base hourly rate. Mechanics/Serviceers who hold an ASE Master Mechanic Certification in either Automotive or Heavy Duty Truck will receive 6% additional pay above their base hourly rate. Mechanics/serviceers who hold an ASE Master Mechanic Certification in both Automotive and Heavy Duty Truck will receive 12% additional pay above their base hourly rate.

14:12.02 Intermittent Skill Differential

Employees who obtain training and are assigned by management to operate asphalt distributor, paint striper (driver, white, and yellow applicator), or chip spreader (operator only) equipment will receive a 5% differential.

Solid Waste employees assigned to the PW Light Equipment Operator classification who obtain training and are assigned by management to operate specific equipment described in the PW Heavy Equipment Operator classification will receive a 5% differential.

Intermittent Skill Differential Pay as described in this section will be applied to specific time periods in which the employee is actively operating equipment as described in this section and will be paid in ½ shift increments. Assignments as described in this section are made at the sole discretion of management.

ARTICLE 15

LONGEVITY AND SENIORITY

15.01 Longevity

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

15:02 Seniority

Seniority is defined as the total length of service within a job classification with the Department.

15:02.01 Employees shall lose seniority in the event of voluntary termination, discharge for cause, a layoff period greater than thirteen (13) months, failure to report to work at the termination of an extended leave of absence, acceptance of employment without permission while on a leave of absence, and retirement.

15:02.02 An employee shall not lose seniority with the Department if the employee transfers from one division to another within the same job classification within the individual department.

15.03 Layoffs

Layoff shall be in the inverse order of seniority within each classification, with the exception that a senior employee may be laid off before a junior employee when the junior employee is performing the job in question in a better manner, taking into consideration job performance, experience and training, and relevant ability to do the job as determined by the department.

15:03.01 Each laid off employee shall keep the County informed of their current address. The County shall send any notice of recall by certified mail, return receipt requested, to the employee's last address of record on file with the County. A copy of each notice of recall shall also be sent to the Union. A recalled employee shall, within fourteen (14) calendar days from the date on which the notice is delivered to the employee, notify the Department Director in writing of the employee's intent to return to work. The employee shall report to work within fourteen (14) calendar days from the date on which the employee's notice of intent to return to work is sent or delivered to the Department Director, at such later date as is specified in the recall notice, or at such other date as is agreed to in writing by the employee, the Department Director and the Union. If a laid off employee fails to accept delivery of a notice of recall, or if a recalled employee fails to timely respond to a recall notice or fails to timely return to work in accordance with the deadlines set forth in this section, it shall be considered that the employee has voluntarily resigned their employment with County and that the employee has forfeited all employment rights with County and all rights to recall.

15:03.02 Any employee reclassified into a lower or higher paying job by reason of recall or layoff shall assume both the new classification and the pay rate of the classification.

15:04 Vacancies

Positions determined by the Department to be of a regular nature shall be posted on the bulletin boards referenced in Article 18:01.01 and shall be open for consideration by employees within the bargaining unit for a minimum period of forty-eight (48) hours prior to the position being posted for the public in the newspaper or any other public medium.

15:04.01 Where qualification and ability between two existing employees are relatively equal as determined by the County, seniority shall be applied. A successful applicant from within the Department filling a position under this section shall be placed on a probationary period not to exceed one year. If the employee does not satisfactorily complete their probationary period,

they shall be returned to the former position if available, or to the next available position for which they are qualified. This reinstatement right to the next available position shall apply for thirteen months and upon reinstatement, the employee's seniority shall be restored.

15:04.02 It is the general policy of the County to utilize its employees to perform work they are qualified to perform. However, the County reserves the right to contract out any work that, in its sole discretion, it deems necessary. Prior to making its final determination, the County agrees to notify the Union in writing, and upon timely written request of the Union (30 days) the County will provide all available cost comparable data to the Union based on uniform specifications. Available cost comparisons must include wage, health, welfare and pension costs comparable to those contained in this agreement. The foregoing cost comparisons shall not apply to existing contracts and practices including those that may be renewed.

15:04.03 Upon presentation by the Union of a plan indicating the County could save money or perform a job more efficiently, the County will review work which has been previously contracted out to determine whether such work can be more efficiently performed by bargaining unit personnel, or whether such work can be performed by bargaining unit personnel for reduced costs.

15:04.04 The County further agrees that if an employee loses their employment as a result of contracting out work performed by a bargaining unit employee, the County will make a diligent attempt to place the employee within the department or the County, or negotiate with the bargaining unit a severance package. This does not preclude the termination of regular status employee for just cause, nor laying off of employees for reasons other than contracting work out.

15:04.05 Deschutes County agrees to notify employees thirty (30) days in advance before layoffs occur. If an employee is laid off without a thirty (30) day notice the employee will receive one (1) additional month of Health Insurance coverage.

ARTICLE 16

HEALTH LAWS AND SAFETY MEASURES

16:01 Alcohol and Drug Policies and Procedures.

The Union and the Employer agree that the Department and County's Administrative, Drug, Alcohol and Safety policies shall be enforced.

16:01.01 Safety.

It is mutually agreed that the efforts of both the County and the Union shall be directed to maintain all equipment and tools in a safe and efficient working order, and that Federal and State regulations and safety codes shall be strictly observed by both parties. Employees shall be encouraged to raise safety issues at any time.

16:01.02 Employees shall use all protective equipment required, shall perform their work in a safe manner and shall comply with all the safety regulations stipulated by the County. Failure to comply with safety regulations shall be cause for disciplinary action up to and including termination.

16:01.03 Weather Protection.

The County will, where feasible, provide protection from cold or hot weather on County Equipment. Such protection shall be suitable for the type of equipment involved.

ARTICLE 17

HEALTH, WELFARE AND RETIREMENT

17:01 Insurance Benefits.

(A) Health Insurance

Health Insurance is to include the following:

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

Health insurance benefits will be provided to 701 Union members under the same conditions and/or restrictions as provided to all other County employees. 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 health insurance premium contribution shall be no greater than nine point five percent (9.5%) of the respective tier cost for the relevant enrollment tier.

(NOTE: In the event the County provides funds for benefits for non-701 Union members that are in excess of the scheduled amount identified in the 701 Union contract, the same benefit level will apply to 701 Union members.)

Through the duration of the contract, 701 Union members will have an employee representative on the County Employee Benefits Advisory Committee.

B) Other Insurance

Other insurance is to include the following:

- Employee life insurance
- Dependent life insurance
- Long-term disability insurance
- Worker's compensation insurance
- Unemployment insurance
- Retirement health insurance

Other insurance benefits will be provided to 701 Union members under the same conditions and/or restrictions as provided to all other County employees. If coverage is adjusted and/or modified for all other County employees, the same will apply to 701 Union members.

(C) IRS 125 Plan

In addition to health insurance and other insurance, the County will make available to 701 Union members a qualified IRS 125 plan.

(D) Eligibility

Employees become eligible for the insurance benefits on the first day of the month following one full month of employment. If an employee begins work on the first working day of the month, (e.g. if the first day of the month falls on a weekend or holiday), the employee will be considered to have completed one full month of employment at the end of that month.

17:01.01 Married Couples who Both Work for the County.

Coverage will not be duplicated. One spouse or the other should be covered as the primary recipient. (Additional coverage is extended to the second spouse via spouse rights contained in the policy).

17:01.02 The County will provide the same level of health insurance benefits as provided for an active County employee, to retirees who have worked full-time for the County for 30 years or more up to age 65, or when the retiree becomes eligible for Medicare, whichever comes first.

If active employees are required to pay a premium contribution, the retiree with 30+ years will be required to pay the same premium contribution.

17:03 Retirement.

The County shall participate in the Public Employees Retirement System (PERS), Oregon Public Service Retirement Plan (OPSRP) or its equivalent. After the employee has completed their six month waiting period and holds a position requiring that the employee works in excess of 600 hours per year, the County shall make contributions to PERS in accordance with levels established for the employee's position.

ARTICLE 18

GENERAL PROVISIONS

18:01 Bulletin Boards.

The County agrees to furnish bulletin boards located in convenient places in work places to be used by the Union. The Union shall limit its use to such boards to notices and bulletins concerning Union matters. Bulletin boards shall not be used to target or to cause embarrassment to any County employees.

18:02 Tool Replacement.

The County agrees to replace with the same brand whenever possible "in kind" personal tools which are required in the line of duty and which the employee can show are broken in the line of duty. To qualify for replacement, broken tools must be delivered to the County.

18:03 Clothing and Equipment.

The County agrees to furnish gloves, coveralls, vests, engineering equipment (holsters, tackballs, plumb bobs, etc.) and other health related clothing or equipment as necessary to the work environment.

ARTICLE 19

SAVINGS CLAUSE

19:01 Savings Clause.

If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby, and upon the request of either the County or the Union, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision;

provided, however, that the provision of Strikes/Lockout Article shall continue in full force and effect even though a satisfactory replacement is not achieved.

ARTICLE 20

TERM AND TERMINATION

20:01 Term.

Unless otherwise specified, this Agreement shall be effective upon ratification by both parties, and shall remain in full force until June 30, 2026. It shall automatically be renewed from year to year thereunder unless either party shall notify the other, by registered mail, no later than January 1st, of the expiration or anniversary date that it wishes to modify this Agreement for any reason.

20:01.01 Closure.

The County shall have no obligation to bargain with the Union with respect to any subject covered by the term of this Agreement and closed to further bargaining for the term hereof and any subject which was or might have been raised in the course of collective bargaining but is closed for the term hereof, except as otherwise provided herein.

Dated this _____ day of _____ 2023

BOARD OF COUNTY COMMISSIONERS
DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, CHAIR

PATTI ADAIR, VICE-CHAIR

PHIL CHANG, COMMISSIONER

ATTEST:

BRENDA FRITSVOLD, EXECUTIVE ASSISTANT

FOR THE UNION:

JAMES ANDERSON
BUSINESS MANAGER AND FINANCIAL SECRETARY
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 701

Exhibit "A"

SUBJECT: TIME MANAGEMENT – International Union of Operating Engineers, Local 701

1. 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.

Time Management Leave offered to full and part-time regular employees represent substantially equivalent paid sick time benefits in compliance with 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.

2. SCOPE

This program is optional for all International Union of Operating Engineers; Local 701 represented employees hired prior to the signing date of this contract. If an employee elects to participate in the Time Management program, it is a permanent election. All New Hires will be placed in the Time Management program. Those employees covered by the provisions of this program shall not be eligible for separate leave benefits covering the following:

- Sick leave (non-occupational illness or injury leave)
- Vacation leave

Nonexempt employees who are eligible for 1.5 compensatory time or overtime will still receive such under this program in accordance with Article 14 (14:06) of the union contract. Exempt employees who are eligible for limited one-for-one flex time in accordance with County policy will still receive such under the Time Management program.

3. 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 Leave	Hours of	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 Leave	Hours of	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 Time Management leave” except as provided in Section 4.B. of this policy. Time Management leave shall accrue whenever an employee is on paid status with the County. Employees do not accrue Time Management leave when on leave without pay.
- D. An employee may accumulate earned leave, including the previously earned vacation balance, if any, to a maximum of twice the annual Time Management accumulation. On May 1st of each year, any employee credited with accrued leave greater than twice the annual accumulation shall have the amount above the maximum accumulation transferred to their sick bank account. If the employee does not have a sick bank account, an account will be established. An employee who has acquired the maximum allowable accumulation of earned leave may continue to accumulate earned leave for the balance of the following year, provided that the employee take sufficient earned leave to reduce the accumulation

to the maximum allowable prior to the following May 1st or the excess will be transferred to the sick bank account.

- E. Upon an employee's termination, after six months of service, all of the employee's earned 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, after six months of service, all earned leave shall be paid to the employee's designated beneficiary in accordance with State law at the current rate of pay.
- G. During the first five years of employment, employees shall be required to take a minimum of one (1) week of earned leave per year. Thereafter, employees shall be required to take a minimum of two (2) weeks of earned 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 or her Supervisor or designee. When an employee is sick or an emergency requires their presence elsewhere, the employee must notify the Supervisor as soon as possible.
- 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 accrual and must have used at least 40 or 80 hours of Time Management leave, depending on their length of service, during the previous twelve months. A request for conversion of annual leave to cash must be approved by the Department Director 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 the request to sell leave forms no later than the first week of April.
- J. During the last three years prior to retirement, employees may sell up to 80 hours each fiscal year of their annual 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 H of this policy.

4. PRIOR SICK LEAVE ACCUMULATION AND SICK LEAVE BANK

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. No additional sick leave will be earned. Existing sick leave will be treated in the following manner:

- A. Employees will be allowed to convert up to 100 hours of existing sick leave to the Time Management leave balance on a two-for-one basis. (100 hours of sick leave will convert to 50 hours of Time Management leave).
- B. For an employee to use accrued sick leave due to illness or injury, unless required by law, existing sick leave (banked sick leave) may be used by employees only after the employee has been absent from work for the equivalent of three full days for qualifying sick leave utilization due to the same illness or injury per Article 11 (11:01.02). The first three days will be either deducted from Time Management leave or if the employee does not have sufficient Time Management Leave, time will be deducted from accrued compensatory time or any other paid leave time, or be identified as leave without pay.
- C. According to Section III (D), on May 1st of each year, any Time Management leave above the maximum accrual (24 x monthly accrual) shall be transferred to the sick-bank account.
- D. No compensation for accrued sick bank shall be provided for any employee for any reason, except that one-half of the employee's accrued sick bank shall be paid to the employee or their beneficiary upon death, retirement, permanent total disability, or after five (5) years of continuous employment and a voluntary resignation (not including termination or resignation in lieu of termination for cause).

Exhibit "B"

SUBJECT: COMPENSATION PLAN – International Union of Operating Engineers, Local 701

Effective July 22, 2023, pay grades for the following classifications will be adjusted as set forth in Exhibit B. Unless otherwise indicated in this Exhibit B, employees will be placed at the pay step in the adjusted pay grade at the pay step equivalent to the employee's pay step prior to the adjustment to classification pay grade.

Pay Grade Adjustments:

1. **PW Equipment Operator, Heavy:** The PW Equipment Operator, Heavy classification will be established with a pay grade where Step 1 is equivalent to Step 4 of the pay grade for PW Equipment Operator, Light. Employees who qualify to be reclassified to PW Equipment Operator, Heavy at the time the Agreement is approved will be placed at the pay step in the pay grade established for PW Equipment Operator, Heavy equivalent to the employee's pay step prior to the employee's reclassification. Employees who become eligible for reclassification from PW Equipment Operator, Light to PW Equipment Operator, Heavy after the Agreement is approved will be placed in the pay grade established for the PW Equipment Operator, Heavy classification at the nearest pay step resulting in no loss of pay.
2. **PW Equipment Operator, Lead:** The pay grade for the classification of PW Equipment Operator, Lead classification (I100) will be increased to a rate ten (10) percent higher than the pay grade established for PW Equipment Operator, Heavy.
3. **Landfill Site Attendant:** The pay grade for the classification of Landfill Site Attendant (I020) will be increased by **4.00%**.
4. **Equipment Mechanic, Equipment Servicer, and Sr. Store Clerk:** The pay grades for the classifications of Equipment Mechanic (I110), Equipment Servicer (I080), and Senior Store Clerk will be increased by **8.75%**.
5. **Engineer and GIS Classifications:** The pay grades for the following classifications will be increased by **10.99%**:
 - a. Engineering Associate (I200)
 - b. Engineering Assistant III (I180)
 - c. Engineer, Transportation (I240)
 - d. PW GIS Analyst (I150)*
 - e. Traffic Device Specialist (I130)
 - f. Lead Traffic Device Specialist (I135)
 - g. PW GIS Specialist I (I120)
 - h. PW GIS Analyst/Programmer (I220)*
 - i. Landfill Engineer Technician (I170)
6. **Deputy County Surveyor:** The pay grade for the classification of Deputy County Surveyor (I230) will be increased by **13.93%**.

7. PW Accounting Technician*: The PW Accounting Technician classification was not included in the prior collective bargaining agreement. The County will reinstate this classification effective upon ratification of this agreement. The pay grade for the classification of PW Accounting Technician which was not adjusted after June 30, 2018 will be reinstated and increased by **13.86%** to reflect application of cost of living adjustments consistent with that provided per IUOE agreement provisions for the fiscal years of 2019 through 2023.
8. Pay grades for the classifications of PW Accounting Clerk*, PW Applications Analyst/Programmer*, PW Customer Service Clerk*, PW Equipment Operator, Light (previously PW Equipment Operator), Records/Contract Specialist, and SW Operations Assistant will not be adjusted though are eligible for cost of living adjustments as described in Article 14:02 of this agreement.

* Pay Grades associated with the following classifications will be consolidated from their current nine (9) step format to six (6) steps:

PW Accounting Clerk
PW Accounting Technician
PW Applications Analyst/Programmer
PW Customer Service Clerk
PW GIS Analyst
PW GIS Analyst/Programmer

This consolidation will occur by converting Step 9 of the pay grade established for the 2023/24 fiscal year to Step 6 of the consolidated pay grade. Steps 1-5 of the consolidated pay grade will be calculated in a manner that provides for a five (5) percent increase between each step of the newly established pay grade. Employees working in these classifications upon adoption of the collective bargaining agreement will be placed in the new pay grade at the closest step resulting in no loss of pay. Following placement of employees in the new pay grade, any increases to pay grades as described in this Exhibit B and COLA adjustments as described in Article 14 will be applied.

APPENDIX "C"

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

To illustrate the change in CPI methodology starting in FY 23-24, 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%)

FY Data (Budget year)	CPI-12 month rolling average
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)

Year	Month	CPI % "12-month percent change"
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%
	<u>Total of CPI% over 12 months</u>	19.8%

	<u>Average 12 month CPI percentage (i.e. rolling average)</u> <u>Total divided by 12</u>	1.7%
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MEMORANDUM OF UNDERSTANDING

By and between

DESCHUTES COUNTY, OREGON

And

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 701

in regards to Pay Periods and Paying for Actual Hours Worked

Section 1 - Pay Period and Pay Day

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 to be made on the last business day of the month. As a result, there is no lag time to process payroll and employees project work hours, in some cases for up to two weeks.

B In order to build in a lag time to process payroll and to reduce the projection of work hours, Deschutes County shall have the option to change the pay period. For example, 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. 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.

Section 2 - Conflicting Language in CBA

A If there are any conflicting language in the collective bargaining agreement with this MOU, this MOU shall prevail.

Section 3 - Paying for Actual Hours Worked

A Deschutes County has historically paid non-exempt employee_s a monthly salary. Deschutes County shall have the option to pay employees for actual hours worked.

Section 4 - Change in Personnel Rules

A To change the pay period and paying for actual hours worked may require a change in the Deschutes County Personnel Rules. If a change in the Personnel Rules is necessary to change the pay period and/or paying for actual hours worked, the Union agrees not to demand to bargain these changes.

Section 5 - Transition Plan


A Deschutes County will develop a transition plan to assist employees with transitioning to the new pay period and provide employees with at least 90 days' notice before changing the pay period and before paying employees for actual hours worked.

AUTHORITY:


The individuals signing this Agreement of Understanding in their official capacity hereby personally guarantee and warrant their authority to act for and bind the respective parties or organizations that their signatures purport to represent.

DATED this 18 Day of July 2018.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON



ANTHONY DE BONE, Chair




PHILIP G. HENDERSON, Vice Chair




TAMMY BANEY, Commissioner

ATTEST:



Recording Secretary

FOR THE UNION:



JAMES ANDERSON
BUSINESS MANAGER AND FINANCIAL SECRETARY
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 701